THE

# Complete Conveyancer;

OR, THE

## THEORY and PRACTICE

OF

## CONVEYANCING in all its BRANCHES.

THE

## PRACTICAL PART

CONSISTING OF

Precedents of every Kind that the Practiſers of the Law of every Denomination can poſſibly have Occaſion to conſult in the Courſe of Buſineſs.

PARTICULARLY UNDER THE FOLLOWING HEADS, VIZ.

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THE

## THEORETICAL PART

CONSISTS OF THE

## LAW OF CONVEYANCING;

OR, THE

Various Methods of ACQUIRING and CONVEYING Eſtates, both real and perſonal.

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*By* WILLIAM NEWNAM *of the* INNER TEMPLE, *Eſq. and Others.*

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*LONDON:*

Printed for S. BLADON, in *Pater-noſter-Row*; and ſold by all Bookſellers, &c. in *Great-Britain* and *Ireland.*

TO THE

# GENTLEMEN *of the* LAW.

PRECEDENTS in Conveyancing, countenanced by the authority and ſanction of the reſpectable names of gentlemen more immediately in that department, cannot fail of meeting with a favourable reception from the public. The utility, and even the neceſſity, of a performance of this kind, is too obvious to be contended for. Every profeſſor of the Law, notwithſtanding he may be a man of abilities, and perfectly qualified to prepare his own draughts, will find conſiderable aid and aſſiſtance by having recourſe to good precedents; and when thoſe precedents are methodically arranged, and conſiſt of ſuch infinite variety, as to contain almoſt every thing that a practiſer can have occaſion to conſult, we cannot ſcruple to call ſuch a performance the *Complete Conveyancer*.

This title, therefore, we have preſumed to give to the work now offered to the public; and flatter ourſelves that we ſhall not be accuſed of preſumption. Had we been the real authors or drawers of the precedents contained in theſe volumes, ſuch boaſting would ſavour too much of oſtentation and vanity; but when we candidly acknowledge ourſelves little more than the compilers and collectors of the valuable works of others, (the greateſt part of which is from original manuſcripts,) we apprehend we are thoroughly authorized to expreſs our real ſentiments concerning thoſe who have contributed to enrich our performance.

The editors purpoſe to render this work ſtill more complete, by the introduction of a great variety of caſes, with the opinions of the moſt eminent council on different points of practice relative to Conveyancing; which they flatter themſelves will be deemed a valuable acquiſition, and extremely pertinent in a work of this nature; as they conceive ſuch opinions will not only be found of the utmoſt utility, but will facilitate the ſtudy and practice of this deſirable branch of the Law. They are happy to announce the promiſes of aſſiſtance they have received from ſome gentlemen, eminent in the profeſſion, whoſe names they think

think it an honour in being permitted to mention in the courſe of this work. They venture to aſſure the public, that they have been indefatigable in collecting precedents from all their learned friends, and they are in poſſeſſion of great numbers that have been peruſed, ſettled and ſigned by the moſt eminent Conveyancers; and they have occaſionally introduced into this performance ſuch practical obſervations as cannot fail to be intereſting.

As the practice of incloſing waſte lands and common fields is now become ſo frequent, it would be an unpardonable omiſſion in a work of this kind not to give precedents of bills for this purpoſe, which have, however, been wholly omitted in all Books of Conveyancing hitherto publiſhed; we have, therefore, procured a variety of modern precedents, which will doubtleſs be highly acceptable to the Gentlemen of the Law.

Beſides the original draughts, which are ſigned by the reſpective council who drew or ſettled them, we have alſo introduced into this work every thing that is valuable in every Treatiſe of Conveyancing of eſtabliſhed reputation.

The THEORETICAL PART explains the nature and operation of the different kinds of deeds, common aſſurances, fines and recoveries; and the various methods of acquiring, conveying, limiting, ſettling, aſſuring and forfeiting real and perſonal eſtates.

THE

# The ſeveral ACTS relating to STAMPS.

5 Will. III. C. 21.
9 Will. III. C. 25.
9 Anne. C. 23.
10 Anne. C. 19.
12 Anne. C. 9.

12 Geo. I. C. 23.
29 Geo. II. C. 13.
30 Geo. II. C. 19.
32 Geo. II. C. 35.
5 Geo. III. C. 46.

5 Geo. III. C. 47.
16 Geo. III. C. 34.
17 Geo. III. C. 50.
19 Geo. III. C. 66.

## TABLE of STAMPS.

| | £. | s. | d. |
|---|---|---|---|
| *ACT*, notorial, in England, (ſee Deed) | | | |
| *Adminiſtration*, Letters of, of Eſtates above 20*l.* and under 100*l.* value, double 5*s.* | 0 | 10 | 0 |
| *Adminiſtration*, Letters of, from 100*l.* to 300*l.* value, additional 20*s.* — — | 1 | 10 | 0 |
| ——— ditto of 300*l.* value and upwards, further 20*s.* — — | 2 | 10 | 0 |
| *Admiralty*, Sentence, Attachment, and Relaxation thereof, double 5*s.* — — | 0 | 10 | 0 |
| ——— Warrant, Monition, or perſonal Decree, double 2*s.* 6*d.* — — | 0 | 5 | 0 |
| ——— Libel, Allegation, Depoſition, Anſwer, Sentence or final decree, double 6*d.* additional 6*d.* — — | 0 | 1 | 6 |
| *Admiſſion* into any of the four Inns of Court, double 12*d.* additional 40*s.* additional 4*l.* | 6 | 2 | 0 |
| ——— of an Attorney, Clerk, Advocate, Proctor, Notary, or Officer of any Court, Fellow of College of Phyſicians, Faculty, treble 40*s.* — — | 6 | 0 | 0 |
| ——— to Freedom of Companies, Corporations, Inns of Chancery, double 12*d.* | 0 | 2 | 0 |
| ——— to, or ſurrender of, Copyhold Eſtates, double 2*s.* 3*d.* — — | 0 | 4 | 6 |
| ——— to any Cuſtom-right Eſtate not being Copyhold, 4*s.* 6*d.* | 0 | 4 | 6 |
| *Affidavits* and Copies, double 6*d.* additional 6*d.* | 0 | 1 | 6 |
| *Appeal* from Admiralty, Arches, or Prerogative Courts of Canterbury and York, treble 40*s.* — — — | 6 | 0 | 0 |
| *Appearance* on ſpecial Bail, double 12*d.* — | 0 | 2 | 0 |
| ——— Common Bail, double 6*d.* — | 0 | 1 | 0 |
| *Bail Bonds* and aſſignment thereof, double 6*d.* | 0 | 1 | 0 |
| *Beneficial Warrant*, treble 2*s.* 6*d.* — | 0 | 7 | 6 |
| *Bills of Lading* 4*d.* additional 4*d.* — | 0 | 0 | 8 |
| *Bonds* (in England) treble 6*d.* additional 12*d.* additional 12*d.* additional 1*s.* 6*d.* — | 0 | 5 | 0 |
| *Briefs* 40*s.* — — — | 2 | 0 | 0 |
| *Certificate* or Debenture for Drawback, 8*d.* additional 8*d.* — — | 0 | 1 | 4 |
| ——— of Degrees in the Univerſities, 40*s.* | 2 | 0 | 0 |
| ——— Barriſters in any of the Inns of Court 40*s.* additional 40*s.* additional 6*l.* — | 10 | 0 | 0 |
| *Citation* or Monition in Eccleſiaſtical Courts, treble 6*d.* additional 6*d.* — | 0 | 2 | 0 |
| ——— Copies thereof, double 6*d.* — | 0 | 1 | 0 |
| *Charter Party* in England (ſee Deed) — | | | |
| *Copy of Court Roll*, double 2*s.* 3*d.* — | 0 | 4 | 6 |
| *Copies of Wills*, double 1*d.* additional 1*d.* — | 0 | 0 | 3 |
| *Declaration* and Copy thereof, double 1*d.* additional 1*d.* — — | 0 | 0 | 3 |
| *Deed*, treble 6*d.* additional 1*s.* additional 1*s.* additional 1*s.* 6*d.* — — | 0 | 5 | 0 |
| —— Inrolled 5*s.* additional 2*s.* 6*d.* — | 0 | 7 | 6 |
| *Depoſitions* taken by Commiſſion, and Copies thereof, double 1*d.* — | 0 | 0 | 2 |
| ——— in Chancery, and Copies of Proceedings in Courts of Law and Equity, double 1*d.* additional 1*d.* — | 0 | 0 | 3 |
| *Diſpenſation* to hold two Livings, treble 40*s.* additional 40*s.* — — | 8 | 0 | 0 |
| *Eccleſiaſtical Commiſſion*, double 2*s.* 6*d.* — | 0 | 5 | 0 |
| *Entry of Action* for 40*s.* and upwards, treble 6*d.* additional 6*d.* — — | 0 | 2 | 0 |
| *Exemplication* under ſeal of any Court, double 5*s.* additional 5*s.* — — | 0 | 15 | 0 |
| *Grant of Leaſe* by Copy of Court Roll 2*s.* 3*d.* additional 2*s.* 3*d.* — — | 0 | 4 | 6 |
| *Grant of Leaſe* of Lands in Fee Leaſe for Years, or other Profits not particularly charged, under the Great, Dutchy, County-Palatine, or Privy Seals, double 40*s.* — | 4 | 0 | 0 |
| ——— of Office or Employments about 50*l.* per ann. treble 40*s.* — — | 6 | 0 | 0 |
| ——— of Honours, Dignities, Promotions, Franchiſe, Liberty, Privilege, Reprieve, Letters Patent, and Exemplication thereof, treble 40*s.* — | 6 | 0 | 0 |
| *Indenture* (ſee Deed) — — | | | |
| *Inſtitution* or *Licence*, Eccleſiaſtical, treble 5*s.* | 0 | 15 | 0 |
| *Inventory* exhibited in Eccleſiaſtical Court, or Copy, double 6*d.* additional 6*d.* — | 0 | 1 | 6 |
| *Leaſe* in England (ſee Deed) | | | |
| *Letter of Attorney* (ſee Deed) | | | |
| —— *of Licence* (ſee Deed) | | | |
| *Letter of Mart*, treble 5*s.* — — | 0 | 15 | 0 |
| *Licence* for retailing Ale and Beer in England, 1*s.* additional 1*l.* — — | 1 | 1 | 0 |
| ——— for Wine (if no other Licence is taken out) 4*s.* additional 5*l.* — | 5 | 4 | 0 |
| ——— for ditto (if Licence for Ale only is already taken out) 4*s.* additional 4*l.* | 4 | 4 | 0 |
| ——— for ditto (if Licence for Ale and Spirituous Liquors is already taken out) 4*s.* additional 2*l.* — — | 2 | 4 | 0 |
| *Marriage* Licence or Certificate, 5*s.* — | 0 | 5 | 0 |
| *Matriculations* in the Univerſities, double 12*d.* | 0 | 2 | 0 |
| *Newgate Pardon*, 2*l.* — — — | 2 | 0 | 0 |
| *Original Writs* or other Proceſs where damages above 40*s.* treble 6*d.* additional 6*d.* - | 0 | 2 | 0 |
| *Pariſh Indentures* 6*d.* — — | 0 | 0 | 6 |
| *Pardon* of corporal Puniſhment, Crime, Forfeiture, Offence, or Money above 100*l.* treble 40*s.* — — | 6 | 0 | 0 |
| *Paſſport* (ſee Deed) | | | |
| *Policy of Aſſurance* (if 1000*l.* or under) 5*s.* | 0 | 5 | 0 |
| ——— *ditto* (if above 1000*l.*) 10*s.* additional 5*s.* | 0 | 15 | 0 |
| *Poſtea*, double 2*s.* 6*d.* — — | 0 | 5 | 0 |
| —— Copy of, double 6*d.* — — | 0 | 1 | 0 |
| *Preſentation* (if under 10*l.* in the King's Books) treble 6*d.* additional 1*s.* additional 1*s.* additional 1*s.* 6*d.* — — | 0 | 5 | 0 |
| ——— (if above 10*l.* in the king's Books) double 40*s.* additional 40*s.* — | 6 | 0 | 0 |
| *Probate of Wills*, double 5*s.* (Eſtates of the Value of 100*l.* and upwards to 300*l.*) additional 20*s.* — — | 1 | 10 | 0 |
| ——— (above 300*l.* Value) further additional 20*s.* — — | 2 | 10 | 0 |
| *Proceedings* in Equity, double 12*d.* — | 0 | 2 | 0 |
| *Proteſt* (in England) ſee Deed | 0 | 2 | 0 |
| *Recognizance* and Entries thereof, double 5*s.* — | 0 | 10 | 0 |
| *Rule of Court* and Copy thereof, double 6*d.* additional 6*d.* — — | 0 | 1 | 6 |
| *Sacrament Certificates*, double 6*d.* — — | 0 | 1 | 0 |
| *Statute* Staple, Merchant, double 5*s.* — | 0 | 10 | 0 |
| *Transfer of Stock* double 6*d.* additional 2*s.* 3*d.* additional 4*s.* 6*d.* — — | 0 | 7 | 9 |
| *Writs* (ſee original writs) | | | |
| *Writ of Covenant* 5*s.* additional 5*s.* — | 0 | 10 | 0 |
| —— *of Entry* for ſuffering Common Recovery 5*s.* additional 5*s.* — — | 0 | 10 | 0 |
| —— *of Habeas Corpus*, 5*s.* — — | 0 | 5 | 0 |
| —— *of Appeal* (except to the Delegates) double 5*s.* | 0 | 10 | 0 |
| —— *of Error and Certiorari*, double 5*s.* additional double 6*d.* — | 0 | 11 | 0 |

ABSTRACT

# ABSTRACT of the ACT

## Of the 19th of GEO. III.

### For limiting the Number of Sheets to be written or ingroſſed in each Skin of Parchment.

" *THAT all Attornies, Solicitors, or other perſons ſhall make their ſeveral charges at and after*
" *the known and uſual rates upon their client or employer, by the number of ſkins they ſhall*
" *ingroſs or write, and not otherwiſe. And if any Attorney, Solicitor, or other perſon ſhall, for*
" *the writing or ingroſſing one ſkin of parchment only, charge any client or employer for double or*
" *treble ſkins, or for more than one ſkin, making his charge by the ſheet, or in any other manner*
" *than by the ſkin, under pretence of having inſerted in ſuch one ſkin of parchment a greater number*
" *of ſheets than what they are obliged to do, or than what is uſually done, or under any pretence*
" *whatſoever, ſuch charge ſhall not be payable by the client; and further, that every Attorney,*
" *Solicitor or other perſon ſhall, for every ſuch charge ſo made or demanded, forfeit and pay the ſum*
" *of ten pounds, with treble coſts of ſuit, to any perſon or perſons who ſhall inform or ſue for the ſame*
" *in any Court of Record, by action of debt, bill, plaint or information, wherein no eſſoign, protection,*
" *or wager of law ſhall be allowed.*

" *Provided always, that nothing in this act ſhall extend, or be conſtrued to extend, to the charge*
" *to be made for the ingroſſing any deed, the whole contents of which ſhall not amount to the quan-*
" *tity or number of ſheets to be contained in two ſkins, reckoning the quantity of each ſkin according*
" *to the number of ſheets above ſpecified.*"

N. B. The quantity allowed to be put in each ſkin is fifteen common law ſheets, (of ſeventy-two words each) or twelve chancery ſheets (of ninety words each.) Theſe numbers the preamble of the act mentions to be fair and reaſonable quantities to be ingroſſed or written in each ſkin.

By this act, a deed not amounting to thirty ſheets, may be ingroſſed or written on one ſkin; and a charge made according to the number of ſheets; but if it exceed thirty ſheets, it muſt be contained in three ſkins. It may however be obſerved, that any number of ſheets may be ingroſſed on each ſkin, provided a charge be made for no more than fifteen, (except in the above inſtance.) This is preſumed to be the proper conſtruction of the act. And thus much the Editors of the following work think it neceſſary to mention for the information of thoſe gentlemen who may not yet have had an opportunity of informing themſelves of it. At the ſame time they cannot but expreſs their apprehenſions that the act muſt ſhortly undergo ſome alteration, as there is apparently a miſtake in the framing of it.

THE

# Complete Conveyancer.

## Accounts.

*An Allowance of an Account to be underwritten and ſigned by the Parties.*

WE the underwritten *A. B.* Eſquire, and *C. D.* Gentleman, have this day ſtated and ſettled the above account, and do allow and approve thereof; and I the ſaid *A. B.* do hereby acknowledge to have carefully examined and compared the ſeveral vouchers, and find the ſame to correſpond and agree in number, dates, and ſums, with the payments in the above account mentioned, and that the ſaid ſeveral vouchers are now delivered up to me; and we do each of us acknowledge that this account fully adjuſts all matters between us, and all claims and demands which either of us had againſt the other. As witneſs our hands, the 20th day of June, in the year of our Lord, 1779.

*A. B.*
*C. D.*

Witneſs,
*E. F.*
*G. H.*

*(Newnam.)*

### ANOTHER.

WE do hereby acknowledge to have this day examined the above account with the ſeveral vouchers, and do approve and allow of the ſame; and do admit that the above balance of one hundred and twenty pounds is a juſt and fair balance. As witneſs our hands this 20th day of June, 1779.

*A. B.*
*C. D.*

Witneſs,
*E. F.*
*G. H.*

*(Newnam.)*

## Acknowledgments.

*Of receiving Deeds mentioned in a Schedule, and Promiſe to return them on demand.*

I THE underwritten *A. B.* do hereby acknowledge to have this day received of *C. D.* of, *&c.* Eſquire, the ſeveral deeds, papers and writings, mentioned and contained in the ſchedule above written; and do hereby promiſe to return the ſame to the ſaid *C. D.* on demand, in as good plight and condition as they reſpectively now are, unleſs prevented by fire or other inevitable accident. As witneſs my hand, this 19th day of June, 1779.

*A. B.*

Witneſs,
*E. F.*
*G. H.*

*(Newnam.)*

*Of having received Mortgage Money and Intereſt, and Promiſe to aſſign.*

I THE underwritten *A. B.* do hereby acknowledge to have this day received of the within named *C. D.* the ſum of one thouſand one hundred and twenty-ſix pounds, being in full for principal and intereſt monies, due to me (as the executor of the within named *E. F.*) on the within mortgage; and I do hereby promiſe and agree to aſſign the ſaid mortgage to the ſaid *C. D.* (on his requeſt, and at his coſts and charges) or to whom he ſhall direct and appoint. Witneſs my hand, this 19th day of June, in the year of our Lord, 1779. *A. B.*

Witneſs, *(Newnam.)*
*A. Z.*
*G. H.*

*That the Money for which Bond is given, is Truſt Money.*

I THE underwritten and within named *A. B.* do hereby acknowledge that the within mentioned ſum of one thouſand pounds is not my own proper money, but is part and parcel of certain monies, which, by the will of *C. D.* late of *P.* in the county of *G.* Eſquire, deceaſed, were given to me in truſt, to place out at intereſt, and to pay the intereſt from time to time, as received, to his nephew *E. D.* of *&c.* Eſquire, during his minority; and on his attaining the age of twenty-one years, in truſt to pay the ſaid principal ſum of one thouſand pounds, and all intereſt then unapplied, to his ſaid nephew, his executors, adminiſtrators or aſſigns. Witneſs my hand, this 19th day of June, 1779. *A. B.*
*(Newnam.)*

*Vide* Receipts *and* Releaſes.
Acts. *Vide* Parliament.

# Affidavits.

* *By a Lady, that ſhe was unmarried when ſhe executed Aſſignment, and that one of the ſubſcribing Witneſſes (to whom it was reported ſhe was married) heard the Deed read, and knew the Contents.*

*CHARLOTTE JAMES*, of ——, in the county of Worceſter, maketh oath and ſaith, that ſhe this deponent now is, and at the time of the execution of the annexed indenture of aſſignment was, ſole and unmarried, and that for and notwithſtanding any act by her done or committed to the contrary, ſhe was at and immediately before the execution of the ſaid annexed indenture of aſſignment, the lawful and rightful owner of the meſſuage or tenement, and premiſes therein compriſed, and had in herſelf good right, full power, and lawful and abſolute authority to grant and aſſign the ſaid premiſes to *A. B.* in the ſaid annexed indenture mentioned, in ſuch manner as the ſame premiſes are, in and by the ſaid indenture of aſſignment, granted and aſſigned. And this deponent further ſaith, that immediately before ſhe executed the ſaid indenture, the ſame was read over in the preſence and hearing of *E. F.* † one of the ſubſcribing witneſſes to the due execution of the ſaid indenture, and that ſhe this deponent is well aſſured the ſaid *E. F.* was acquainted with, and clearly underſtood the purport, true intent, and meaning of the ſaid indenture.

Sworn, *&c.* *CHARLOTTE JAMES.*
*(Newnam.)*

* C A S E.

*A. B.* has agreed for the purchaſe of a leaſehold houſe belonging to a lady, who is reported to be privately married to her ſervant; and many probable circumſtances concur to induce a belief of the report though the lady denies it, and has diſmiſſed the ſervant.

The lady came from Ireland, and has been here about two years, and for aught we know is of unblemiſhed reputation. She will make oath before a Maſter in Chancery of her being unmarried, and will procure the ſervant to be a ſubſcribing witneſs to the execution of her deeds of conveyance.

*Query.* Therefore, if *A. B.* will be ſafe in purchaſing, if ſuch affidavit be made by the lady, and the ſervant be a ſubſcribing witneſs to the due execution of the deeds? Or, will any covenant to be introduced in the deed render *A. B.* more ſecure?

If the lady is married, the legal eſtate is in her huſband, ſo that ſhe cannot aſſign without his concurrence; but he may afterwards impeach the grant, unleſs his aſſent to it can be ſhewn, or ſome ſatisfaction given by him that he is not married. If, therefore, he would join in the affidavit, and be a witneſs to the aſſignment, then, I think, that a Court of Equity would not ſuffer him afterwards to impeach it; and if this cannot be had, if ſhe would make an affidavit alone, and the deed was read over before the ſervant, ſo that he certainly had notice of the contents of it, and he then atteſted the execution, I think that a Court of Equity would not, in ſuch caſe, ſuffer him to impeach it; for our Law ſays, *Qui tacite aſſentire videtur*; or, *Qui non prohibet jubet*. But as to any covenant to be inſerted in the deed to guard againſt this objection, I think that it would be of no avail, becauſe ſhe (if under coverture) is diſabled from binding herſelf or her effects by any covenant.

*R. WILBRAHAM*, 1750.

† The perſon to whom it was reported ſhe was married.

*That the Grantor is lawfully ſeiſed, that no Leaſe, &c. is granted out of the Premiſes, except, &c. (and that no Act is done to incumber.)*

*C. B.* of, *&c.* Gentleman, maketh oath, that for and notwithſtanding any thing he knows, believes, hath heard, or done to the contrary, he was, at the time of the enſealing and delivery of the indenture hereinafter mentioned, lawfully and rightfully ſeiſed to him and his heirs, of a good and abſolute eſtate of inheritance in fee-ſimple, of and in the meſſuages, lands, tenements and hereditaments mentioned and expreſſed to be granted and releaſed by the ſaid *C. B.* and *A. B.* (his mother) to *G. B.* herein after mentioned, and his heirs, in and by one indenture bearing date, *&c.* and made or mentioned to be made between the ſaid *C. B.* and *A. B.* widow and relict of *A. B.* late of, *&c.* Gentleman, deceaſed, and mother of the ſaid *C. B.* of the one part, and *G. B.* of, *&c.* of the other part, and that he the ſaid *C. B.* hath not, nor doth know, believe, or hath heard that any other perſon or perſons have or hath granted any leaſe, rent, intereſt or eſtate, of, in, to, or out of the ſaid meſſuages and tenements, hereditaments and premiſes, or any part thereof, (except as in the ſame indenture is excepted,) and that he hath not, nor any other perſon or perſons to his knowledge or belief have or hath entered into, acknowledged or confeſſed any ſtatute, recognizance or judgment, or given any warrant or authority to acknowledge or confeſs any ſtatute, recognizance or judgment, or done or ſuffered any thing whereby the ſaid meſſuages, lands, tenements and hereditaments, or any of them, are or may be any ways affected or incumbered, or whereby the ſaid *C. B.* is debtor or accountable to, or liable to the ſuit or any proceſs of or for the King, his heirs or ſucceſſors, or done or ſuffered any act, matter or thing whatſoever, whereby the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or any part thereof, is, are, ſhall, or may be impeached, charged or incumbered in any wiſe howſoever, (except as aforeſaid.)

Sworn, *&c.* *(Wood.)*

*The like, with Exceptions.*

[And if there are any exceptions, ſay in this manner:]

——INCUMBERED in any wiſe howſoever: **Other than and except**, *&c.* ſuch eſtates and terms of years and eſtates in fee, as in the before recited indenture are mentioned and expreſſed; **And other than and except** ſuch judgments as are mentioned and expreſſed in and by one or other indenture *Quinquepartite*, dated, *&c.* and made or mentioned, *&c.* between, *&c.* **And other than and except** a certain recognizance in the nature of a *ſtatute-ſtaple*, entered into by the ſaid *C. B.* ſince the —— day of ——, of the penal ſum of —— pounds, defeaſanced on payment of —— pounds only, with intereſt for the ſame; **And other than and except** a yearly rent charge of —— pounds; **And other than and except** a certain tenth or yearly fee-farm rent of eight pounds or under, and except the rents and ſervices of the premiſes, not exceeding —— pounds *per annum*.

Sworn, *&c.* *

*That Premiſes contained in a Leaſe which is loſt are free from Incumbrances.*

WHEREAS [*recite the Leaſe as well as you can.*] **And whereas** the ſaid *A. B.* hath granted and aſſigned all his eſtate and intereſt in the ſaid in part recited leaſe and premiſes therein contained, unto *C. D.* and foraſmuch as the ſaid original leaſe is loſt or miſlaid, and cannot be now produced; and to the intent the ſaid *C. D.* may be ſatisfied that the ſaid leaſe is not mortgaged, nor the premiſes therein contained any wiſe incumbered, the ſaid *A. B.* maketh oath, that he this deponent hath not mortgaged the ſaid leaſe, nor depoſited the ſame with any perſon or perſons for any debt, pledge, or otherwiſe, nor in anywiſe incumbered the ſaid Premiſes; neither doth he this deponent know in whoſe hands, cuſtody, or power, the ſame leaſe now is; and in caſe he this deponent ſhall at any time find or recover the ſaid leaſe, that then he will deliver the ſame whole, uncancelled, and undefaced, (in caſe the ſame ſhall ſo come to his hands) to the ſaid *C. D.* or to whom he ſhall direct or appoint, for his uſe and benefit.

Sworn, *&c.* *(Pigott.)*

*Of the Hand Writing to a Will, being the Teſtator's own.*

*A. B.* and *C. D.* of, *&c.* ſeverally make oath and ſay, that they well knew and were acquainted with *J. W.* of, *&c.* Eſquire, deceaſed, for ſeveral years before, and to the time of his death, and during ſuch their knowledge of, and acquaintance with him, have frequently ſeen him write and ſubſcribe his

* *Note.* The affidavits are uſually ſworn before a Maſter in Chancery. But a modern author ſays, that "Though "ſuch affidavits are ſometimes made, yet I don't think they ought to be encouraged; for no perſon has power to "adminiſter the oath, neither can the party be indicted for perjury if the affidavit be untrue, and therefore it is taking "an oath in vain." However, as the moſt eminent Conveyancers have thought it expedient to make uſe of ſuch affidavits, this work would have ſeemed imperfect without the forms of them: And if they are neceſſary to prevent frauds in the ſecuring men's properties juſtly acquired, it is pity (unleſs deeds relating to eſtates were to be regiſtered in every county as well as in Middleſex and Yorkſhire) but that a proper perſon ſhould be veſted with the power of adminiſtering ſuch oath, which a Maſter in Chancery (though the likelieſt perſon) ſeems not to have when the parties *are not before the court*, no ſuit being depending; but how little ſoever they are binding in law, they muſt be binding to men's conſciences, and ſo far *not in vain*.

name,

name, and by that means became well acquainted with the manner and character of his hand-writing and ſubſcription. And theſe deponents having ſeverally looked upon and ſeen the paper writing hereunto annexed, purporting to be, or intended for the laſt will and teſtament of the ſaid *J. W.* deceaſed, beginning thus: "I give to my wife, *E. W.*" and ending thus: "Dated the 10th of April, 1776;" and thus ſubſcribed, "*J. W.*" do ſay and depoſe, that they verily believe in their conſciences that the whole of the ſaid paper writing, and the name *J. W.* thereto ſet and ſubſcribed, was wrote, ſet and ſubſcribed by and in the proper hand-writing of the ſaid deceaſed.

Both Sworn, &c. *(Newnam)*

*That an Eſtate conveyed by Bargain and Sale inrolled, is free from Incumbrances.*

*E. E.* of, &c. widow, and *T. E.* of, &c. Gentleman, each of them for her and himſelf ſeverally make oath, that All thoſe, &c. called, &c. ſituate, &c. now bargained, ſold and conveyed, or mentioned to be bargained, ſold and conveyed, by and from *S. W.* of, &c. *T. G.* of, &c. the ſaid *E. E. T. E.* and *E. E.* of, &c. *R. P.* of, &c. and *A.* his wife, and *J. P.* of, &c. and *M.* his wife, to *J. F.* of, &c. Eſquire, and his heirs, by indenture of bargain and ſale, bearing date, &c. and inrolled or intended to be inrolled in the High Court of Chancery, now are, and were at the time of the ſealing and delivery of the ſaid indenture, and ſo ſhall continue, free and clear of and from all manner of former and other bargains, ſales, gifts, grants, releaſes, ſtatutes, recognizances, judgments, eſtates, acts, titles, debts and incumbrances whatſoever, had, made, committed, or done by the ſaid *E. E.* and *T. E.* or either of them, or by *C. E.* father of the ſaid *T. E.* and *W. E.* brother of the ſaid *T.* or any other perſon or perſons whomſoever, to her or his knowledge, or by her or his order, means, authority, conſent or procurement, (except the ſeveral mortgages mentioned in the ſaid indenture of bargain and ſale.)

Both Sworn, &c. *(Wood.)* *E. E.* *T. E.*

*On the Separation of a Partnerſhip, that the one Partner has not defrauded the other.*

*A. B.* of, &c. maketh oath, that he this deponent hath not at any time during the partnerſhip between him and Mr. *C. D.* of, &c. taken, uſed, converted, employed or diſpoſed of any the monies, goods, or other things belonging to the joint ſtock or partnerſhip between them, to or for his own private, ſeparate or particular uſe, nor for any uſe, purpoſe, buſineſs or employment whatſoever, directly or indirectly, other than in and for the buſineſs and advantage of the ſaid joint trade and partnerſhip (except what is charged in the books of the ſaid trade, to be taken out of the caſh thereof by him this deponent, and about ten pounds more taken out for his expences on account of the ſaid trade, and except the weekly ſum of ——— taken out for his own uſe:) And that he this deponent hath not uſed any private or indirect methods during the ſaid partnerſhip, to take away or conceal, nor that any other perſon or perſons to his knowledge or with his conſent or privity, hath had, taken away, or concealed any monies, goods or things belonging to the ſaid joint trade; nor that he this deponent, nor any other perſon to his knowledge, or with his conſent and privity, hath, at any time defrauded his ſaid partner *C. D.* in any matter or thing belonging to the ſaid partnerſhip between them; but that he this deponent hath been juſt and honeſt in all matters and things relating to the ſaid joint trade, and the tranſactions thereof, to the beſt of his judgment and knowledge.

Sworn, &c. *(Wood.)*

*Of the Execution of a Bargain of Sale.*

*A. B.* of, &c. maketh oath, that he this deponent was preſent, and did ſee *E. F.* duly ſign, ſeal, and as his act and deed deliver, one indenture of bargain and ſale, bearing date, &c. and mentioned to be made between, &c. and this deponent did accordingly ſubſcribe his name as a witneſs thereto, and this deponent did alſo ſee *J. K.* ſubſcribe his name as a witneſs to the due execution thereof. And this deponent ſaith, that the name *E. F.* ſubſcribed againſt the ſeal of the ſaid indenture or deed, is of the proper hand-writing of the ſaid *E. F.* And that the names of this deponent and the ſaid *J. K.* ſubſcribed as witneſſes to the execution thereof, are of the proper hands-writing of this deponent and the ſaid *J. K.*

*(Wood.)*

*Of the Execution of a Will.*

——— THAT he this deponent was preſent, and did ſee *A. B.* late of, &c. deceaſed, in due form of law, ſign, ſeal, publiſh and declare his laſt will and teſtament in writing, bearing date, &c. and that he this deponent ſubſcribed his name as a witneſs thereto. And this deponent further ſaith, that he verily believes the parchment writing with the probate of a will thereto annexed, under the ſeal of the Prerogative Court of the Archbiſhop of Canterbury, to be a true copy of the ſaid laſt will of the ſaid *A. B.* deceaſed, having compared the ſame with the draught from which ſuch will ſo ſigned, ſealed and publiſhed as aforeſaid was ingroſſed. And this deponent ſaith, he hath heard and believes that the ſaid *A. B.* departed this life on or about the 2d of May, 1779.

Sworn, &c.

*(Newnam.)*

*To prevent*

*To prevent double Taxes.*

C. *B.* of, *&c.* maketh oath, that Sir *T. W.* of, *&c.* Bart. hath purchaſed of the Right Honourable *L. M.* the manor or lordſhip of, *&c.* in the county of, *&c.* and all other the manors, lands, tenements, rents, advowſons, meſſuages, parks, demeſne lands, tithes and hereditaments of the ſaid *L. M.* within the manors, pariſhes, towns, villages, precincts or territories of, *&c.* aforeſaid: and this deponent further maketh oath, that all and ſingular the before-mentioned manors and premiſes are by one indenture, bearing date the 1ſt day of June laſt paſt; and by one other indenture of bargain and ſale, dated the 6th day of the ſaid month of June, (both which ſaid indentures are enrolled in the High Court of Chancery) *bona fide* granted and conveyed by the ſaid *L. M.* and his truſtees, to the ſaid *T. W.* and his heirs for ever.

Sworn, *&c.* *C. B.*

*(Pigott.)*

*Of Execution of Power of Attorney.*

I. *P.* of, *&c.* in the county of G. and kingdom of Great Britain, Yoeman, maketh oath, that he, this deponent, together with *A. B.* of, *&c.* Gentleman, was preſent and did ſee the deed-poll hereunto annexed, bearing date the 21ſt day of January inſt. and purporting to be a power of attorney from *M. R.* of, *&c.* in the county of G. and kingdom of Great Britain, (widow, relict and deviſee, and alſo one of the executors in truſt named in and by the laſt will and teſtament of *B. R.* ſome time ſince of the colony of Virginia, in America, but late of C. in the ſaid county of G. Eſquire, deceaſed) and *J. S.* of C. aforeſaid, Gentleman, (a deviſee, and one other of the executors in truſt named in and by the ſaid will of the ſaid *B. R.* deceaſed) to *B. M.* of, *&c.* in Virginia aforeſaid, Gentleman, ſigned and ſealed by them the ſaid *M. R.* and *J. S.* and as their ſeveral and reſpective act and deed, in due form of Law delivered; and ſaith that the names *M. R.* and *J. S.* ſet or ſubſcribed thereto, as the parties executing the ſame, are of the proper hands-writing of them the ſaid *M. R.* and *J. S.* reſpectively, and that the names *A. B.* and *J. P.* to the ſame deed-pool ſet or ſubſcribed, as witneſſes to the due execution thereof, are of the ſeveral proper hands-writing of this deponent and the ſaid *A. B.* reſpectively.

*J. P.*

*(Newnam.)*

*That a Mortgager has done no former Act to incumber the Premiſes, nor granted any Leaſes,* &c. *except,* &c.

A. *B.* of, *&c.* maketh oath, that he this deponent, or any other perſon or perſons to his knowledge or belief, hath not, nor have entered into, acknowledged, confeſſed or become bound in any ſtatute, recognizance, judgment or obligation to any perſon or perſons, or made any mortgage or other incumbrance, or done, committed or ſuffered any act, matter or thing whatſoever, whereby the manor of *B. &c.* ſituate, *&c.* or any of them, or elſewhere in the ſaid county of C. which by indenture of releaſe, bearing date, *&c.* and made or mentioned to be made between him this deponent and *D.* his wife and *E. A.* of the one part, and *F. F.* of, *&c.* of the other part, are and were granted, conveyed, limited and appointed, or mentioned or intended to be granted, *&c.* unto and to the uſe of the ſaid *F. F.* his heirs and aſſigns, ſubject to ſuch proviſo of redemption as in the ſame indenture of releaſe is in that behalf contained, or any of them, or any part or parcel thereof, is, are, ſhall or may be impeached, charged or incumbered in any wiſe howſoever, (except as in the ſaid indenture of releaſe is mentioned;) And that he this deponent, or any other perſon or perſons to his knowledge or belief, or by or with his conſent, privity, direction or appointment, hath not, nor have granted any leaſe, rent, intereſt or eſtate, of, in, to or out of the ſaid manor, *&c.* or any of them, or any part thereof, except as before excepted, and except leaſes to the tenants of the premiſes, or any part thereof, at or under the improved yearly rents, or whereupon the uſual and accuſtomed rents and ſervices are reſerved.

*(Horſeman.)*

*Of the Execution of Deeds annexed.*

——————THAT he this deponent was preſent and did ſee the deed or indenture hereunto annexed, bearing date, *&c.* duly ſigned, ſealed and delivered by, *&c.* therein named; and that the names *A. B.* and *C. D.* ſet or ſubſcribed to the ſaid indenture, as witneſſes to the due execution thereof, are of the reſpective proper hands-writing of the ſaid *C. D.* and this deponent.

*(Newnam.)*

*That Premiſes are free from Incumbrances, by two Siſters (Coheirs.)*

A. *B.* and *C. D.* both of the pariſh of St. M. in the county of Middleſex, Spinſters, jointly and ſeverally make oath, That neither they nor either of them have or hath, at any time before the day of the date hereof, granted, bargained, ſold, alienated, or otherwiſe conveyed, all that meſſuage or tenement called S. T. or the lands or hereditaments hereunto belonging, lying in the pariſhes of S. and W. in the county of H. formerly purchaſed by *G. B.* their father, of Sir *T. W.* Baronet, and Sir *T. A.* merchant, which now are ſold and conveyed, or agreed to be ſold and conveyed, unto *T. W.* of *&c.* but that the ſaid meſſuage or tenement, and the lands and hereditaments thereto belonging, are on the day of the date hereof free and clear of and from all and all manner of grants, bargains, ſales, leaſes, judgments, mortgages and incumbrances whatſoever, had, made, done or ſuffered by them the ſaid *A. B.* and *C. B.* or either of them, to any perſon or perſons whomſoever.

Sworn, *&c.* *(Pigott.)*

*The like, and that a Perſon is dead without Iſſue.*

*A. B.* of, *&c.* and *C. D.* of, *&c.* ſeverally make oath, depoſe and ſay, That they theſe deponents have by indenture of leaſe, bearing date, *&c.* and by indenture of releaſe and bargain and ſale, intended to be inrolled, bearing date reſpectively the, *&c.* abſolutely ſold and conveyed unto and to the uſe of *E. F.* of, *&c.* and his heirs, **All** that, *&c.* ſituate, *&c.* with their appurtenances; and **Theſe** deponents, each of them for himſelf, and not the one for the other of them, nor for the act of the other of them, *do* ſeverally ſolemnly make oath, that they theſe deponents or either of them do not know of any incumbrance upon or affecting the ſame premiſes, ſaving only the quit-rent payable out of the ſame premiſes, not exceeding ——— pounds *per annum*, and a mortgage made by the ſaid *C. D.* to the ſaid *A. B.* of part of the premiſes, by indenture dated the — day of ——, in the year of our Lord 1778, for the term of five hundred years, for ſecuring the ſum of five hundred pounds and intereſt; **Neither** have theſe deponents, or either of them, made any other mortgage or incumbrance of or upon the premiſes, or any part thereof, that doth any ways incumber or affect the ſame premiſes, or any part thereof, ſaving as aforeſaid: **And** theſe deponents ſay that *T. H.* and *W. H.* ſons of *D. H.* deceaſed, and uncles to the ſaid *H. H.* are both dead without iſſue.

*(Jones.)*

*Upon making a Mortgage, That the Premiſes are free from former Incumbrances, excepting Leaſes,* &c. *therein mentioned, and that the Premiſes are let at ſuch Rents, to the Amount of ſuch a Sum* per Annum, *and that the Premiſes are of ſuch a yearly Value.*

*G. V.* of, *&c.* Eſquire, maketh oath, that all that capital meſſuage or manor-houſe, and the ſeveral other meſſuages, lands, tenements and hereditaments particularly mentioned in a certain indenture *tripartite*, bearing even date herewith, and made or mentioned to be made between the ſaid *G. V.* (by ſuch other addition as therein mentioned) and *M. V.* the wife of the ſaid *G. V.* (by ſuch other addition as therein alſo mentioned) of the firſt part, *M. E.* of, *&c.* of the ſecond part, and *T. B.* of, *&c.* of the third part, and which by the ſame indenture are, or are intended to be bargained, ſold, aſſigned, limited, ratified and appointed by them the ſaid *M. E.* and *G. V.* unto the ſaid *J. B.* his executors and aſſigns, for the reſidue of a term of 99 years therein mentioned, for ſecuring to him and them the payment of the principal ſum of two thouſand pounds and intereſt, in ſuch manner as therein is expreſſed, now are, and every part thereof now is, free and clear of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, ſettlements, annuities, judgments, ſtatutes, recognizances, charges, and all other incumbrances whatſoever, had, made, done, limited or ſuffered by them the ſaid *G. V.* and *M.* his wife, or either of them, or any of the anceſtors of her the ſaid *M.* to the beſt of his knowledge and belief; (other than and except leaſes let or agreed to be let to tenants of part of the ſaid premiſes for lives and terms of years, at ſuch rents as in the ſaid indenture are mentioned, and alſo except ſuch other incumbrances as in the ſame indenture are alſo mentioned:) **And** the ſaid *G. V.* further maketh oath, that the ſaid ſeveral meſſuages, lands, tenements and hereditaments, compriſed in the ſaid indenture, and thereby aſſigned, limited and ratified as aforeſaid, are now let or agreed to be let at the ſeveral yearly rents therein mentioned, amounting to one hundred and ſixty-ſix pounds *per annum*; **Which** with the manſion-houſe, lands and hereditaments thereunto belonging, computed to be of the yearly value of forty pounds, making in the whole the premiſes to be of the yearly value of two hundred and ſix pounds, or thereabouts, as in the ſame indenture are alſo particularly mentioned and expreſſed, (public taxes only excepted.)

*(Wood.)*

*The like, wherein the Mortgage is more fully recited*.*

**WHEREAS** by indenture of leaſe and releaſe, bearing date, *&c.* now laſt paſt, the releaſe being *tripartite*, and made between *E. S.* widow, (by ſuch addition and deſcription as therein mentioned) and *F. S.* (by ſuch other addition and deſcription as therein alſo mentioned) of the firſt part, *T. A.* of, *&c.* of the ſecond part, and *E. J.* of, *&c.* of the third part, **In** conſideration of the ſum of fifteen hundred pounds, in the ſaid indenture of releaſe mentioned to be paid to the ſaid *F. S.* by the ſaid *T. A.* **he** the ſaid *F. S.* **hath** granted and releaſed, and the ſaid *E. S.* **hath** ratified and confirmed unto and to the uſe of the ſaid *F. A.* and his heirs, by way of mortgage in fee, all that, *&c.* and now or late in the occupation of *E. B.* at the yearly rent of fifty-one pounds ten ſhillings; alſo another meſſuage, *&c.* now or late in the occupation of *T. N.* at the yearly rent of ſeventy-two pounds; alſo ſeveral other lands, *&c.* now or late in the occupation of *W. M.* at the yearly rent of one hundred and fifty-eight pounds eighteen ſhillings; and alſo all thoſe, *&c.* near the King's-head in T. aforeſaid, in the poſſeſſion of, *&c.* at and under the yearly rent of twenty-three pounds, (amounting in the whole to three hundred and five pounds eight ſhillings *per annum*;) **Subject nevertheleſs** to ſuch redemption as in the ſaid indenture of releaſe is mentioned: **Now** the ſaid *F. S.* **Doth** hereby make oath that the ſaid ſeveral meſſuages, *&c.* hereinbefore-mentioned, and ſo by him conveyed by way of mortgage to the ſaid *T. A.* as aforeſaid, are now *bona fide* let at the yearly rents above-mentioned, amounting in the whole to the ſaid ſum of three hundred and five pounds eight ſhillings *per annum*, and that the ſaid premiſes are of the ſame yearly value, clear of all deductions whatſoever (the land-tax and neceſſary repairs only excepted.) **And** the ſaid *F. S.* **Doth** hereby further make oath, that he this deponent hath not done or committed, or conſented to be done or committed, any act, matter or thing whatſoever, by mortgage, judgment, ſtatute, recognizance, or otherwiſe howſoever, whereby or wherewith the ſaid manor, meſſuages, lands, tenements and hereditaments, ſo by him conveyed to the ſaid *T. A.* as aforeſaid, or any part thereof, are or is, or ſhall or may be charged, impeached or incumbered, in title, charge, eſtate, or otherwiſe howſoever, (the ſaid mortgage ſo made to him the ſaid *T. A.* thereof as aforeſaid, only excepted.)

**Sworn**, *&c.*

*(Wood.)*

* If the affidavit is annexed to, and refers to the deed, an exhibit will be neceſſary; for which half a crown is charged, excluſive of the charge for ſwearing the affidavit; but if the deed is recited (as in this precedent) an exhibit is not requiſite.

*Of Execution*

### *Of Execution of Articles of Clerkſhip.*

In the KING'S BENCH.

*A. B.* of, *&c.* Gentleman, maketh oath that he was preſent, and did ſee *C. D.* Gentleman, one of the Attornies of his Majeſty's Court of King's Bench at Weſtminſter, and *E. F.* of, *&c.* Eſquire, and *G. F.* of the ſame city, ſon of the ſaid *E. F.* ſeverally ſign and ſeal, and as their ſeveral acts and deeds, in due form of Law deliver certain articles of agreement indented, bearing date the 19th day of this inſtant June, and made between the ſaid *C. D.* of the one part, and the ſaid *E. F.* and *G. F.* of the other part, whereby it was agreed that the ſaid *G. F.* ſhould ſerve the ſaid *C. D.* as his clerk, in the practice of an Attorney, for the term of five years, to be accounted from the day of the date of the ſaid articles. And this deponent further ſaith, that the names *C. D. E. F.* and *G. F.* ſet or ſubſcribed oppoſite to the ſeveral ſeals affixed to the ſaid articles, as the parties executing the ſame, are of the ſeveral and reſpective proper hands-writing of the ſaid *C. D. E. F.* and *G. F.* and that the ſaid articles were executed on the day of the date thereof, and that the names *A. B.* and *O. P.* ſet as the ſubſcribing-witneſſes thereto, are of the ſeveral and reſpective proper hands-writing of this deponent and the ſaid *O. P.*

Sworn, *&c.* *A. B.*

*(Newnam.)*

### *Of the Execution of an Aſſignment of Exchequer Annuities.*

*E. W.* of the Inner Temple, London, Eſquire, maketh oath, that he this deponent was preſent at the execution of, and ſaw *M. W.* of, *&c.* (now *M. R.* being ſince married) duly ſign, ſeal and deliver an indenture of aſſignment to *T. L.* of, *&c.* and *T. G.* of, *&c.* bearing date, *&c.* of ſeveral tallies, and two Exchequer orders, No. 371 and 2117, both made out on the three thouſand ſeven hundred pounds *per* week, payable out of the Exciſe; the firſt of which orders is dated the, *&c.* and the other of them is dated the, *&c.* each of them for payment of —— pounds *per annum*, for the ſeveral terms of ninety-nine years, commencing and payable as in the ſaid ſeveral orders are mentioned; the firſt of which ſaid orders is made purſuant to an Act of Parliament paſſed in the ſecond year of the reign of her late Majeſty Queen Anne, intitled, 'An act for granting an aid to her Majeſty for carrying on the war, and other her Majeſty's occaſions, by ſelling annuities at ſeveral rates, and for ſuch reſpective terms and eſtates as are therein mentioned;" and the other of the ſaid orders is made out purſuant to another Act of Parliament paſſed in the third year of her ſaid Majeſty's reign, intitled, 'An act for raiſing monies by the ſale of ſeveral annuities, for carrying on the preſent war.' And this deponent further ſaith, that he indorſed his name on the back of the ſaid indenture of aſſignment, as a witneſs to the execution thereof.

*(Wood.)*

### *Of due Acknowledgment of a Fine.*

In the COMMON PLEAS.

*A. B.* of, *&c.* Gentleman, one of the Attornies of his Majeſty's Court of King's Bench, at Weſtminſter and one of the Commiſſioners in the writ hereunto annexed named, maketh oath and ſaith, that he knows *S. S.* and *E.* his wife, and *E. F.* and *M.* his wife, the Conuzors named in the fine hereunto annexed, and that the ſaid fine was duly ſigned and acknowledged by them on the day and year mentioned in the caption thereof, before this deponent and *C. D.* Gentleman, one other of the Commiſſioners in the ſaid writ hereunto annexed named; and that the ſaid *S. S.* and *E.* his wife, and *E. F.* and *M.* his wife, and alſo the ſaid *C. D.* and this deponent, the Commiſſioners taking the ſame fine, were, at the time of the taking of the ſaid fine by them, all of full age and competent underſtanding: That the ſaid *E.* and *M.* were ſolely and ſeparately examined apart from their reſpective huſbands, and freely and voluntarily conſented to, and acknowledged the ſame fine, and that the ſaid Conuzors, and each and every of them, knew the ſame to be a fine to paſs his, her, and their eſtate and eſtates.

Sworn, *&c.* *A. B.*

*(Newnam.)*

### *Of due Acknowledgment of Warrant of Attorney for ſuffering a common Recovery*.*

In the COMMON PLEAS.

*A. B.* of, *&c.* in the county of ——, Gentleman, one of the Attornies of his Majeſty's Court of —— and one of the Commiſſioners named in the writ of *Dedimus Poteſtatem* for receiving the Attorney or Attornies of *C. D.* and *E.* his wife, *&c.* maketh oath and ſaith, that he knows the ſaid *C. D.* and *E.* his wife,

* So very inattentive are the editors of works of this nature, in general, that they pay no regard to the various improvements made in Conveyancing, Juridical Determinations, Rules and Orders of Court, *&c.* but content themſelves with merely copying the old forms, without correcting the numerous errors with which they abound; for though ſuch forms might be extremely proper at the time they were drawn, yet the conſiderable alterations and improvements which have ſince been made, ſufficiently evince the impropriety of a republication of the works of others without amending their defects, as the gentleman of the profeſſion are thereby frequently led into errors inſtead of receiving aſſiſtance. In the courſe of this work will be adduced many inſtances; nor is the inattention of ſuch editors leſs conſpicuous from the omiſſions they are guilty of: The above affidavit, for inſtance, has been omitted in many publications of a much later date than the following Rule of Court.

HILARY

wife, &c. and that they and each (or every) of them did duly ſign and acknowledge, in the preſence of this deponent, and of *F. G.* another Commiſſioner named in the ſaid writ, the warrant (or warrants) of attorney, a copy whereof is hereunto annexed, on the day and year (or ſeveral days and years) mentioned in the caption (or ſeveral captions) thereof: And that the ſaid *C. D.* and *E.* his wife, &c. and alſo this deponent and the ſaid *F. G.* were, at the time of acknowledging and taking the ſaid warrant (or warrants) of attorney, all of full age and competent underſtanding; and that the ſaid *E.* was ſolely and ſeparately examined apart from her ſaid huſband, and freely and voluntarily acknowledged her warrant of attorney aforeſaid. And that the ſaid *C. D.* and *E.* his wife, &c. reſpectively knew that the ſaid warrant (or warrants) of attorney was (or were) intended for the ſuffering of a common recovery to paſs his, her, or their eſtate or eſtates. And this deponent further ſaith, that the razure (or razures) interlineation (or interlineations) appearing in the original warrant (or warrants) of attorney was (or were) made before any of the parties ſigned the ſaid warrant (or warrants) and the razure (or razures) interlineation (or interlineations) appearing in the ſaid original caption (or captions) was (or were) made before the ſaid Commiſſioners ſigned the ſame.

To be added in part, or in the whole, if any razure in the warrants or caption, as the caſe may require.

Sworn, &c.

*Or thus, if the Affidavit is not made by a Commiſſioner.*

In the Common Pleas.

*A. B.* of ——, in the county of ——, Gentleman, one of the Attornies of his Majeſty's Court of ——, maketh oath and ſaith, That he knows *C. D.* and *E.* his wife, &c. and that they and each (or every) of them did duly ſign and acknowledge, in the preſence of this deponent. the warrant (or warrants) of attorney, a copy whereof is hereunto annexed, on the day and year (or ſeveral days and years) mentioned in the caption (or ſeveral captions) thereof, and that they the ſaid *C. D.* and *E.* his wife, &c. and *F. G.* and *I. K.* Gentlemen, the Commiſſioners taking the ſaid acknowledgment (or acknowledgments) were, at the time of acknowledging and taking the ſaid warrant (or warrants) of attorney, all of full age, &c. (As in the former affidavit.)

*(Newnam)*

*** *The two above forms are purſuant to Order of Court.*

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Hilary Term, *in the 14th Year of the Reign of* King George III.

In the Common Pleas:

RULE of COURT.

"FOR the more effectual and certain proof of the due acknowledgment of warrants of attorney, taken from the "tenants or vouchees in common recovery, by virtue of any writ of *Dedimus Poteſtatem*, IT IS ORDERED by the "Court, that from and after the firſt day of Michaelmas Term next no common recovery wherein the tenant or te- "nants, vouchee or vouchees, or any of them, ſhall appear and defend by attorney, ſhall be arraigned at the bar, "unleſs an affidavit or affidavits in writing or parchment ſhall be made and annexed to a copy of the præcipe and war- "rant or warrants of attorney, acknowledged by ſuch tenant or tenants, vouchee or vouchees, by virtue of any writ "or writs of *Dedimus Poteſtatem*, in which affidavit or affidavits the perſon or perſons making the ſame ſhall ſwear, "that he or they knew the party or parties acknowledging ſuch warrant or warrants of attorney; that the ſame was or "were duly ſigned and acknowledged upon the day and year or ſeveral days and years mentioned in the caption or ſe- "veral captions thereof; that the party or parties acknowledging, and alſo the commiſſioners taking the ſame, were "all of full age and competent underſtanding; that the femmes covert (if any) were ſolely and ſeparately examined "apart from their huſbands, and freely and voluntarily conſented to and acknowledged the ſame; that all the ſaid "parties knew the ſame warrant or warrants of attorney was or were intended for ſuffering a common recovery to paſs "his, her, or their eſtate or eſtates. And further, that the razure or razures, interlineation or interlineations, (if any) "in the body or caption of ſuch original warrant or warrants of attorney was or were made before the ſaid parties, or any "of them, ſigned the ſaid warrant or warrants, and before the Commiſſioners ſigned the ſaid caption or captions, which "affidavit or affidavits (together with the ſaid copy of the præcipe and warrant or warrants of attorney whereunto the "ſame ſhall be annexed) ſhall be filed in the office of inrollment of writs for fines and recoveries. AND IT IS OR- "DERED, that all and every ſuch affidavit or affidavits as aforeſaid ſhall be made by ſome Attorney or Attornies of "the courts of Weſtminſter Hall, or of the Great Seſſions in Wales, or of the counties palatine of Cheſter, Lancaſter "or Durham, and ſhall be ſworn before a perſon duly authorized to take affidavits in the courts, EXCEPT where the "party or parties reſpectively, at the time of their acknowledging ſuch warrant or warrants of attorney, ſhall be in "that part of Great Britain called Scotland, or in Ireland, or in ſome other parts beyond the ſeas. And in caſe the "ſaid party or parties ſhall be in Scotland, then the ſaid affidavit or affidavits ſhall be made by one of the Clerks of "his Majeſty's Signet, and ſworn before one of the Judges, or other perſon duly authoriſed to take affidavits or depo- "ſitions in the Court of Seſſion or Court of Exchequer, in that part of the united kingdom; but if the ſaid party or "parties ſhall be in Ireland, or in any other part beyond the ſeas, then the ſaid affidavit or affidavits ſhall be made by "one of the commiſſioners who hath taken the acknowledgment of ſuch warrant or warrants of attorney, and ſhall "be ſworn either before ſome perſon duly authorized to take affidavits in the court, or before ſome Magiſtrate of the "place where ſuch acknowledgment ſhall be taken, having authority to adminiſter an oath, and in the preſence of a "public notary, which notary ſhall alſo certify, in writing under his hand and ſeal, as well the due adminiſtering of "the ſaid oath, as alſo the name, ſignature, and office of the magiſtrate adminiſtering the ſame."

By the Court:

*** The Editors are aware that it may be ſaid, this more immediately concerns the practice of the Court than a Body of Conveyancing; yet as it is not altogether unconnected with this branch, and as it is their deſire to render the work as generally uſeful as poſſible, they hope the introduction here will not be conſidered as impertinent.

# Agreements by Memorandum.

*To aſſign a Leaſe as a collateral Security for a Debt.*

MEMORANDUM, **Whereas** I the underwritten *A. B.* am ſeiſed, poſſeſſed of, and well entitled to a meſſuage or tenement, *&c.* with the appurtenances, ſituate in the pariſh of *C.* in the county of *G.* for the remainder of a term of five hundred years. **And Whereas** I have borrowed of *E. M. W.* of, *&c.* Eſquire, the ſum of two hundred pounds, for which I have this day entered into a bond in the penalty of four hundred pounds, conditioned for the payment of the ſaid ſum of two hundred pounds, and lawful intereſt, in manner therein mentioned, and have alſo depoſited in the hands of the ſaid *E. M. W.* the deeds and writings relating to the title to the ſaid meſſuage, or tenement, and premiſes. **Now** I do hereby promiſe and agree to and with the ſaid *E. M. W.* his executors, adminiſtrators and aſſigns, that I the ſaid *A. B.* my executors or adminiſtrators, ſhall and will, upon requeſt, and at my coſts and charges, execute unto the ſaid *E. M. W.* his executors, adminiſtrators and aſſigns, a good and ſufficient aſſignment in the law of the ſaid meſſuage, *&c.* for the remainder of the ſaid term of five hundred years then to come and unexpired, to be ſubject nevertheleſs to redemption, on payment of the ſaid ſum of two hundred pounds and intereſt. **Witneſs** my hand, this firſt day of Auguſt, 1779.

**Witneſs** *A. B.*

*(Newnam).*

*For a Meſſuage and Lands for three Years.*

MEMORANDUM of Agreement between *F. S.* of, *&c.* Spinſter, and *S. U.* of, *&c.* Yeoman.

THE ſaid *F. S.* agrees to let to the ſaid *S. U.* the meſſuage, garden and outhouſes, cloſes and pieces of meadow, paſture, and arable land, now in his poſſeſſion; and alſo a cloſe of meadow ground, ſituate in, *&c.* and late in the poſſeſſion of, *&c.* together with all ways, waters, water-courſes, lights, eaſements, profits, advantages, and appurtenances thereto belonging, or therewith uſually enjoyed, reſerving unto the ſaid *F. S.* all timber trees, and all other trees whatſoever, woods, underwoods, hedges and hedgerows, and the lops and tops of all trees whatſoever, with full power and liberty to enter, at all ſeaſonable times, into or upon all or any part of the premiſes, to fell, cut down, take, and carry away, any timber or other trees, blockwood or underwood, (doing as little damage as may be.) **To hold** to the ſaid *S. U.* from the 24th day of June laſt, for and during, and unto the full end and term of three years, from thence next enſuing, at and under the yearly rent of thirty one pounds, to be paid and payable quarterly, *viz.* on Michaelmas-day, Chriſtmas-day, Lady-day, and Midſummer-day, in every year, the firſt payment to be made on Michaelmas-day next; and if the rent, or any part thereof, be behind for twenty days after any or either of the days or times above-mentioned, **the ſaid** *S. U.* agrees, that the ſaid *F. S.* may enter and diſtrain for the ſame, and for want of diſtreſs, may re-enter, according to, and as is cuſtomary in law to do in caſes of rent in arrear and unpaid, and where no diſtreſs ſufficient to pay the ſame can be taken. The ſaid *S. U.* alſo agrees to pay the rent in manner aforeſaid, and to pay ten pounds for every acre of the meadow or paſture ground he ſhall convert, or cauſe to be converted to tillage, and ſo in proportion for a leſs or greater quantity than an acre; and to pay the tythes and window-tax, and perform the ſtatute labour to the highways, in reſpect of the premiſes, and to uſe, ſpend, and employ on the ſaid premiſes, or ſome part thereof, all the hay and dung of the growth or produce thereof, and to repair the glaſs of the windows belonging to the buildings, and alſo to repair and keep the hedges, ditches, and fences, in repair, (being allowed to cut and take frith and thorns, or other wood, for the doing thereof) and that at the end, or rather ſooner determination of the ſaid term, he will deliver up the poſſeſſion of the ſaid meſſuage, lands and premiſes, peaceably and quietly, to the ſaid *F. S.* without having done or committed any waſte, ſpoil, or deſtruction therein or thereto; and the ſaid *F. S.* agrees to pay, or allow out of the yearly rent, all taxes, rates, payments, and aſſeſſments, (except window tax, tythes, and ſtatute labour to the highways) and to repair and keep in repair all the ſaid premiſes, (ſave the glaſs of the windows) and to allow ſufficient and neceſſary hedgebote and haybote for the uſe of the premiſes; and that the ſaid *S. U.* ſhall hold and enjoy the ſame premiſes during the time aforeſaid, under the rents and agreements aforeſaid, without the let or hindrance of her the ſaid *F. S.* **Witneſs** their hands, this 6th day of July, 1779.

**Witneſs**

*(Newnam.)*

*For Granting a Leaſe of a Houſe.*

MEMORANDUM made this —— day of ——, 1772, between *W. B.* of, *&c.* of the one part, and *J. C.* of, *&c.* of the other part, as follows, *viz.*

FIRST, the ſaid *W. B.* doth hereby agree, at his own coſts, with all convenient ſpeed, to execute unto the ſaid *J. C.* a leaſe of **all that** meſſuage late in the poſſeſſion of *J. M.* ſituated in ——, with the appurtenances, to hold to him the ſaid *J. C.* his executors and aſſigns, from Midſummer-day next enſuing, for the term of —— years, at and after the annual rent of —— pounds, payable quarterly, free of taxes (except the land-tax) which leaſe ſhall contain all uſual and reaſonable covenants, and particularly covenants, that the ſaid *W. B.* ſhall allow out of the firſt year's rent of the premiſes the ſum of —— pounds towards

towards the repairs thereof, and that he ſhall alſo pay all the taxes in reſpect of the ſaid houſe to Midſummer-day next; and ſhall alſo indemnify the ſaid *J. C.* and his aſſigns, from the ground-rent thereof during the ſaid term; and there ſhall be alſo inſerted in the ſaid leaſe an exception againſt damages happening by fire to the premiſes during the ſaid term. In conſideration whereof the ſaid *J. C.* doth hereby agree to accept ſuch leaſe, and to execute a counterpart thereof. As witneſs, *&c.*

*(Newnam.)*

### *For a Leaſe of Garden Ground.*

MEMORANDUM made this —— day of ——, 1778, between *L. R.* of, *&c.* and *G. W.* of, *&c.* as follows, *viz.*

THE ſaid *L. R.* in conſideration of the rent and agreements herein after-mentioned, doth agree to demiſe and let, by a good and ſufficient leaſe in the law unto the ſaid *G. W.* all that field, with the appurtenances thereunto belonging, ſituate near or adjoining to, *&c.* late in the occupation of *J. B.* a gardener, together with all ways, paths, paſſages, waters, water-courſes, eaſements, privileges, and appurtenances whatſoever to the ſame belonging or appertaining, or therewith held, uſed, occupied, or enjoyed, or accepted, reputed, taken or known to be part, parcel, or member thereof, or of any part thereof, to hold for the term of —— years from Chriſtmas-day laſt paſt, at and under the yearly rent of —— pounds payable quarterly: the firſt payment thereof to be made at Lady-day next enſuing the date hereof. And the ſaid *G. W.* is to have full and free liberty to lop and top the trees and hedges of the ſaid premiſes at ſeaſonable and convenient times, and to plow up, and erect upon the ſame premiſes any ſhed or ſheds, or other convenient buildings during the ſaid term, he, from time to time, ſcouring and cleanſing the ditches, and repairing and making good the fences, hedges and gates thereof.

And the ſaid *G. W.* in conſideration thereof, doth agree to take the aforeſaid premiſes for the term and at the rent payable in manner aforeſaid, and to execute a counter part of the aforeſaid leaſe; and alſo to ſcour and cleanſe the ditches, and repair, make good, and keep up the fences, hedges and gates of the ſaid premiſes. As witneſs, *&c.*

Witneſs

*(Newnam.)*

### *For building a Houſe.*

MEMORANDUM made this —— day of ——, 1778, between *R. K.* of, *&c.* of the one part, and *F. G.* of, *&c.* of the other part, as follows;

THE ſaid *F. G.* for the conſiderations herein after-mentioned, doth agree with the ſaid *R. K.* that he the ſaid *F. G.* or his aſſigns, will, within the ſpace of three calendar months, next following the day of the date of theſe preſents, find and provide all fit and proper materials and things, and erect, build and finiſh, in a good, ſound, ſubſtantial, and workman-like manner, one brick houſe or building, on a piece or parcel of waſte ground, ſituate, *&c.* according to a plan hereunto annexed, and of the dimenſions following, *viz.* *(here inſert the dimenſions of the building, and ſcantlings of the timber intended to be uſed in building thereof.)* And the ſaid *R. K.* for the conſiderations aforeſaid, doth agree with the ſaid *F. G.* well and truly to pay, or cauſe to be paid, unto the ſaid *F. G.* the full ſum of —— pounds of lawful money of *Great Britain*, in manner following, that is to ſay, —— pounds part thereof, as ſoon as the foundation of the ſaid houſe is laid, —— pounds other part thereof, when the brick-work of the ſaid houſe ſhall be carried up and tiled in, and the remaining —— pounds, being in full for building the ſaid houſe, when the ſame ſhall be completely finiſhed, inſide and out, fit for occupation, ſubject to the approbation of *A. B.* ſurveyor to the ſaid *R. K.* And, laſtly, the ſaid *R. K.* and *F. G.* do further agree by theſe preſents to execute to each other, with all convenient ſpeed, an article of agreement, in the penalty of —— pounds, for the true performance of all and every the matters and things aforeſaid. As witneſs, *&c.*

*(Newnam.)*

Theſe Agreements, if not complied with, muſt be eſtabliſhed in the Court of Equity.

# Agreements by Article and Indenture.

## * *An Agreement for the Purchaſe of a Freehold Eſtate.*

**Articles** of agreement intended, had, made, concluded and agreed upon, this 20th day of June, in the nineteenth year of the reign of our Sovereign Lord King *George* the Third, and in the year of our Lord 1779, **Between** *W. C.* of the pariſh of *P.* in the county of *G.* Gentleman, of the one part, and *T. C.* of, *&c.* Eſquire, of the other part, as follows:

Conſideration.

Money in hand and a further ſum to be paid. Or all the money hereafter to be paid.

**FIRST**, the ſaid *W. C.* for the conſideration of the ſum of ten pounds to him in hand paid by the ſaid *T. C.* at or before the ſealing and delivering of theſe preſents, and of the further ſum of one thouſand nine hundred and ninety-nine pounds, to be paid as herein after is mentioned (*And if none of the money is paid down, ſay, In conſideration of the ſum of two thouſand pounds to be paid to him by the ſaid T. C. purſuant to the covenant and agreement of the ſaid T. C. herein after in that behalf contained*) **Doth** hereby for him and his heirs covenant † and agree to, and with the ſaid *T. C.* his heirs and aſſigns, and every of them, that he the ſaid *W. C.* his heirs and aſſigns, and all and every other perſon and perſons whomſoever, having, or lawfully claiming, or that lawfully ſhall, can, or may have or claim any eſtate, right, title or intereſt under him, or any other perſon or perſons whomſoever, of, in or to the meſſuage or tenements and premiſes herein after mentioned; (*or ſay thus, And all and every perſon or perſons ſeiſed, poſſeſſed of, or intitled to the lands, &c. herein after mentioned, in truſt for him*) ſhall and will, at the proper coſt and charges of the ſaid *T. C.* his heirs and aſſigns, (except fees to council) on or before the —— day of —— next enſuing the date hereof, by ſuch conveyances, aſſurances, ways and means in the law, (*here theſe words may be added, Be the ſame by fine, recovery or otherwiſe*) as he the ſaid *T. C.* his heirs and aſſigns, or his or their council learned in the law, ſhall reaſonably deviſe, adviſe or require, well and ſufficiently grant, bargain, ſell, releaſe, convey and aſſure to, and to the uſe of the ſaid *T. C.* his heirs and aſſigns for ever, or to whom he or they ſhall appoint or direct, **All that**, *&c.* ſituate, *&c.* ——, now in the tenure or occupation of, *&c.* ——, or his aſſigns, and let at, *&c.* and all the eſtate, *&c.* —— (*or inſtead of ſaying*, and let at, *&c. you may ſay, Which ſaid —— are now of the yearly value of ——*) with covenants to be therein contained, that the ſaid meſſuage or tenements and premiſes, at the time of ſuch conveyance, are free from all incumbrances and demands whatſoever (except, *&c.* ——) and with ſuch warranty and other fit and reaſonable covenants as the ſaid *T. C.* his heirs or aſſigns, or his or their counſel ſhall be ſo reaſonably deviſed and required as aforeſaid: **In conſideration** whereof, the ſaid *T. C.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *W. C.* his heirs, executors, adminiſtrators and

Covenant to pay the purchaſe money.

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## * C A S E.

*I. G.* being ſeiſed in fee of certain lands on the 19th of June, 1764, entered into the following agreement with *I. S.* for ſale of ſaid lands, *viz.* "19th June, 1764, agreed with *I. S.* to ſell him the fee ſimple and inheritance of all my "meſſuages and tenements, called *C.* which are now in the poſſeſſion of him the ſaid *I. S.* to take the rents and profits "from Lady-day, 1764, and to pay two hundred and twenty pounds for the conſideration thereof, on the 29th day "of September next." This agreement was ſigned by both parties, and the vendee gave the vendor one guinea in earneſt. The ſaid *I. S.* is ſince dead, without having carried the agreement into execution, leaving ſeveral ſons and daughters: and being poſſeſſed of ſome perſonal eſtate, by his will, executed a few days before his death, gave the ſame amongſt his wife and children in different proportions, and made his wife, his brother, and others, executors in truſt, but took no notice of the above contract.

*Query.* As *I. S.* died before the contract was carried into execution, leaving ſeveral children, all under the age of twenty-one years, is the ſame ſtill ſubſiſting, and with whom muſt *I. G.* perform it?

This being an agreement in writing, the vendor became thereby a truſtee in equity for the vendee; and the vendee dying before the contract was carried into execution, his heir at law is become entitled to it in equity, for the contract is not relinquiſhed by the death of the vendee, but ſo much of his perſonal eſtate was realized. The purchaſe money, I think, muſt be paid by the executors of the vendee, and if a bill is brought by the heir of the vendee againſt the vendor, the court will decree the vendor to convey to the heir of the vendee, and will compel the perſonal repreſentatives of the vendee to pay the purchaſe money if they have aſſets, and the title is good.

*Query* II. If the contract is to be performed, as the whole of teſtator's ſubſtance conſiſts of perſonals, which is very little more than will pay the conſideration of ſuch purchaſe, after diſcharging his debts, will the heir at law be entitled to the whole of ſuch eſtate, or will a Court of Equity direct the purchaſe to be made for the joint benefit of the family, in ſuch manner as they appear each to be benefitted by ſaid will?

This eſtate muſt, I think, be looked upon to be perſonal eſtate as to the vendor, the teſtator having contracted for it, but real eſtate in the vendee's heir, and therefore the heir at law will be entitled to it. The teſtator's perſonal eſtate will be obliged to make good this contract, and the whole will go to the heir of the vendee, and not in ſuch proportions as his perſonal eſtate was given by his will.

*R. WILBRAHAM.*

*Lincoln's-Inn, Auguſt* 6, 1767.

† A covenant is the agreement or conſent of two or more by deed in writing, ſealed and delivered, whereby either of the parties promiſes to the other that ſomething is already done, or ſhall be done hereafter. *Terms dela Ley, title Covenant. Plowden* 308.

Where there are covenants or agreements to be performed by two or more of the parties, the articles ſhould be *indented:* but if one party only covenants to the other, they may be by deed-poll. Articles of agreement may be turned into indentures of covenant, and begin, THIS INDENTURE, *&c.* And ſome may be by deed-poll as aforeſaid, and begin, TO ALL, *&c.* or KNOW ALL, *&c.*

N. B. That any one or more of the covenants contained in theſe articles may be made the condition of a bond.

The moſt frequent uſe of a covenant is to bind a man to do ſomething *in futuro*, and therefore it is for the moſt part *executory*; and if the covenanter do not perform it, the covenantee may have relief by action or writ of covenant againſt the covenanter ſo often as there is any breach of covenant.

aſſigns,

assigns, that he the said *T. C.* his, *&c.* or some of them, shall and will, well and truly pay, or cause to be paid to the said *W. C.* his, *&c.* the aforesaid sum of one thousand nine hundred and ninety pounds, at the time of executing the said conveyances and assurances as aforesaid: **Which** said sum when paid *(together with the sum of ten pounds in hand paid, making the sum of two thousand pounds)* is hereby agreed and declared between the said parties to be in full for the absolute purchase of the said messuage or tenement and premises so to be conveyed as aforesaid. **And** for the true performance of all and every the covenants and agreements aforesaid, each of the said parties to these presents doth hereby bind himself, his heirs, executors, administrators and assigns, to the other of them, in the penal sum of four thousand pounds.

In full.

Penalty.

**In witness,** *&c.* *(Wood.)*

*Covenant that the Vendor, before the Purchase is completed, shall not commit waste, nor grant any new Leases.*

[To follow the covenant to convey.]

Not to commit waste.

**AND also** that the said *T. C.* shall not, nor will in the mean time cut down any timber or trees, or commit any waste or spoil whatsoever, in or upon the premises, or any part thereof, nor shall or will grant any new leases of the premises, or any part thereof, without the privity or consent of the said *W. C.* or his heirs or assigns.

*Or the Purchaser may covenant thus:*

Covenant on execution of conveyance to pay consideration money.

**AND** the said *T. H.* doth hereby covenant and agree, to and with the said *J. M.* his heirs, executors, and administrators, that upon sealing and executing such conveyance and assurance of the said messuage, *&c.* unto him and them as aforesaid, according to the true meaning of these presents, he the said *T. H.* his heirs, executors or administrators, shall and will pay, or cause to be paid unto the said *J. M.* his heirs, executors or administrators, the said sum of —— pounds, in full for the purchase of the said premises.

*And there may be such Agreements as these.*

If title not approved agreement to be void.

**AND** it is agreed, that if the counsel of the said *T. H.* shall not approve of the title of the said *J. M.* to the said premises, this agreement to be void. **And lastly,** it is agreed, that the said *T. H.* is to have and receive to his own use, the quarter's rent which will become due and payable from the said *J. M.* for the said premises at *Michaelmas* now next, *&c.* **In witness,** *&c.*

*Or this Proviso may be inserted.*

Same by proviso.

**PROVIDED always,** and it is hereby mutually covenanted and agreed, by and between the parties to these presents, for themselves and for their respective heirs, in manner as follows, *viz.* That in case the counsel of the said *B.* shall not approve of the title of him the said *A.* to the said, *&c.* or in case the said *B.* on his view thereof (he not having ever viewed the same) will not proceed in the purchase thereof, and shall and do, within one month next after the date hereof, give notice in writing to *J. F.* of, *&c.* that he will not purchase the said, *&c.* then, and in either of the cases aforesaid, these presents shall be absolutely void; and that then, and in such case he the said *A.* his heirs, executors or administrators, shall and will within six months now next ensuing, well and truly repay, or cause to be repaid unto the said *B.* his executors, administrators or assigns, the said sum of —— so by him now paid, as aforesaid, together with legal interest for the same, from henceforth to be computed until payment thereof.

*A Creditor, who has a desperate Debt due to him, agrees by these Articles with a Person who discovers a Fraud upon which he may execute his Execution, to give the Discoverer half of what shall be so levied. The Discoverer covenants, in case of Eviction under a Commission of Bankruptcy to refund.*

**Articles** of agreement intended, had, made, concluded and agreed upon this 16th day of *July*, in the year of our Lord 1779, **Between** *Adam Ansley*, of *Axton*, in the county of *Bedford*, Esquire, of the one part, and *Charles Crew* of *Darton*, in the county of *Middlesex*, Gentleman, of the other part, as follows:

A judgment for money recited.

**WHEREAS** the said *Adam Ansley* did in or about *Easter* Term, which was in the sixth year of the reign of his late Majesty King *George* over *England*, *&c.* recover and obtain in the Court of King's Bench at *Westminster*, against *Elias Edwards*, of *London*, Merchant, one judgment for five hundred pounds debt, besides costs of suit, as by the records thereof remaining in the said Court, doth more fully appear.

And what is due thereon.

Upon which judgment there is yet due and owing to the said *Adam Ansley*, the sum of three hundred and fifty pounds principal money or thereabouts, besides interest.

The discovery of money due to the debtor recited.

And whereas the said *Charles Crew*, at the request of the said *Adam Ansley*, had lately made discovery to him the said *Adam Ansley* of a certain debt of three hundred pounds or thereabouts, due and owing from *Francis Fane*, of *London*, Merchant, to the said *Elias Edwards*, and of the time and place of payment of the said debt, to the end and purpose that he the said *Adam Ansley* may have and take the said three hundred pounds, when paid in execution upon the said judgment towards satisfaction of the monies due to him thereupon: **Now these presents witness,** That

The creditor agrees to sue execution.

in consideration of such discovery as aforesaid, whereby the said *Adam Ansley* may probably get and obtain some part of the monies due to him upon the said recited judgment which otherwise seemed a desperate debt, he the said *Adam Ansley* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Charles Crew*, his executors and administrators, in manner following,

following, (that is to ſay) that he the ſaid *Adam Anſley* ſhall and will at his own coſts and charges forthwith cauſe the ſaid judgment to be revived, and execution thereupon ſued forth, and uſe his utmoſt endeavour to cauſe the ſaid three hundred pounds, to be taken in execution thereupon. **And further,** That in caſe the ſaid *Adam Anſley* ſhall at any time or times hereafter have or take the ſaid ſum of three hundred pounds, or any part thereof, or any other the eſtate of the ſaid *Francis Fane* which ſhall come to the hands or poſſeſſion of the ſaid *Elias Edwards*, in execution upon the ſaid judgment, then and in ſuch caſe he the ſaid *Adam Anſley* ſhall and will forthwith pay and deliver unto the ſaid *Charles Crew*, his executors or adminiſtrators, to and for his and their own uſe and benefit, one moiety or half part of ſuch monies or eſtate as ſhall be ſo taken in execution as aforeſaid.

and in caſe of recovering the whole or part, to pay a moiety to the diſcoverer.

**In** conſideration whereof the ſaid *Charles Crew* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Adam Anſley*, his executors and adminiſtrators, that in caſe the ſaid monies or eſtate ſo to be taken in execution as aforeſaid, or any part thereof, ſhall at any time afterwards, by reaſon or means of any commiſſion of bankrupt taken out or to be taken out againſt the ſaid *Elias Edwards*, or by any other means whatſoever, be evicted or recovered back from the ſaid *Adam Anſley*, then and in ſuch caſe he the ſaid *Charles Crew*, his executors or adminiſtrators ſhall and will forthwith thereupon repay unto the ſaid *Adam Anſley*, his executors or adminiſtrators, all ſuch monies and eſtate as he the ſaid *Charles Crew* ſhall have ſo had or received of the ſaid *Adam Anſley* aforeſaid. **And further,** That he the ſaid *Charles Crew*, his executors or adminiſtrators, ſhall and will pay or allow unto the ſaid *Adam Anſley*, his executors or adminiſtrators, one moiety or half-part of the charges and expences which he or they ſhall be put unto or ſuſtain by reaſon or means of any other or further execution which ſhall be made or ſued out on the ſaid judgment againſt any other part of the eſtate of the ſaid *Francis Fane* which ſhall come to the hands or poſſeſſion of the ſaid *Elias Edwards*, and of all other charges occaſioned by ſuch eviction or recovering back of the monies or eſtate to be taken in execution as aforeſaid: **And laſtly,** Each of them the ſaid *Adam Anſley* and *Charles Crew* doth hereby bind and oblige himſelf, his heirs, executors and adminiſtrators, unto the other of them, his executors and adminiſtrators, in the penal ſum of eight hundred pounds of lawful money of Great Britain for the true and faithful performance of all and every the covenants and agreements herein before contained, and which by them reſpectively are and ought to be done and performed as aforeſaid. **In witneſs,** *&c.*

The diſcoverer covenants, in caſe of eviction by means of a commiſſion of bankruptcy, to repay, *&c.*

and to allow the creditor half charges on another part of the caſe which may happen.

A reciprocal penal obligation.

*(Horſeman.)*

*Agreement that a Leſſee will grant a Leaſe to another with the like Covenants,* &c. *as in his Leaſe, except as to the Rent, with ſeveral other Reſtrictions in Favour of the firſt Leſſee.*

**Articles,** &c. **Between** *R. B.* Citizen and Diſtiller, of London, of the one part, and *W. K.* Citizen and Grocer, of London, of the other Part, as follows, (that is to ſay,)

Covenant to make a leaſe.

**The** ſaid *R. B.* in conſideration of the rent and covenants on the part of the ſaid *W. K.* to be paid and performed, **Doth** hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *W. K.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. B.* ſhall and will, on or before the —— day of —— now next enſuing the date of theſe preſents, ſeal and duly execute and deliver unto the ſaid *W. K.* his executors, adminiſtrators and aſſigns, and at his and their charges, one good and effectual indenture of leaſe, **Of all** that, *&c.* ſituate, ſtanding and being in B. ſtreet in the pariſh of St. M. B. London, formerly in the poſſeſſion of *J. W.* and afterwards of *R. R.* and ſince of *R. B.* containing in front from north to ſouth twenty-one feet and an half of aſſize, (little more or leſs,) and in depth from eaſt to weſt forty feet of aſſize, (little more or leſs,) and alſo a yard lying at the weſt end of the ſaid meſſuage, containing in breadth from eaſt to weſt eight feet, (little more or leſs,) and in length from north to ſouth ſeventeen feet or thereabouts, together with a workhouſe in the ſaid yard, and a houſe of office covered and incloſed, with a door to the ſame; **all** which premiſes by one indenture of leaſe, bearing date the ——— day of March in the year of our Lord 17—, and made or mentioned to be made between dame *E. C.* of N. S. in the county of W. widow, and *C. C.* of H. in the pariſh of W. in the county of O. Eſq; of the one part, and the ſaid *R. B.* by the name of *R. B.* of London, diſtiller, of the other part, were demiſed to him, the ſaid *R. B.* **To hold** the ſame premiſes (whereof ſuch leaſe is hereby agreed to be granted as aforeſaid) unto the ſaid *W. K.* his executors, adminiſtrators, and aſſigns, from the feaſt-day of —— next enſuing the date of theſe preſents, and which will be in the year of our Lord —— for the term of fourteen years and one half year and eleven weeks, at and under the yearly rent of thirty-eight pounds, of, *&c.* for the firſt fourteen years of the ſaid term, payable quarterly, and at and under the rent or ſum of nineteen pounds of like money for the ſaid half year of the ſaid term, by two equal payments, (that is to ſay) the ſum of nine pounds ten ſhillings, one half part thereof, on the feaſt-day of ——, which will be in the year, *&c.* and the like ſum of nine pounds ten ſhillings, one other half part thereof, on the feaſt day of ——— then next enſuing, and which will be in the year, *&c.* and at and under the yearly rent or ſum of nine pounds ten ſhillings of like money, for the remaining eleven weeks of the ſaid term, payable on the 17th day of December, which will be in the ſaid year, *&c.* when the ſaid term will expire: **In which** ſaid indenture of leaſe hereby agreed to be granted, ſhall be contained the like covenants, proviſoes and agreements *(mutatis mutandis)* as are contained in the leaſe, whereby the ſaid *R. R.* now holds the ſaid premiſes as aforeſaid, except as to that payment of the yearly rent which is to be reſerved and made payable in manner herein before-mentioned, and wherein ſhall likewiſe be inſerted a covenant on the part of the ſaid *R. B.* his executors, adminiſtrators and aſſigns, whereby to reſtrain him and them from renewing or taking any further leaſe, eſtate, term or intereſt, of or in the ſame premiſes, or the doing any act to prevent or hinder the ſaid *W. K.* his executors, adminiſtrators or aſſigns, from becoming immediate tenant or tenants of the ſame after the expiration of the preſent term and intereſt of him the ſaid *R. B.* therein, as effectually as if his whole eſtate, term and intereſt in the ſaid premiſes had been now abſolutely aſſigned to the ſaid *W. K.* **And** alſo a further covenant on the part of the ſaid *R. B.* his, *&c.* that notwithſtanding the ſeveral reſervations of rent herein before-mentioned, and agreed to be contained in ſuch intended leaſe, it ſhall and may be lawful to and for the ſaid *W. K.* his, *&c.* to pay and apply the ſeveral rents and ſums of money to be thereby reſerved, for and in ſatisfaction and diſcharge of the like yearly rent of thirty-eight pounds reſerved, and which

Of premiſes leaſed to the now intended leſſor.

To be therein contained the like covenants, *&c.* as in his leaſe, except as to the payment of rent, but he is not to be reſtrained from taking a new leaſe, *&c.*

Notwithſtanding the new tenant may apply his rent to the diſcharge of the other's rent.

which ſhall become due and payable by the aforeſaid indenture of leaſe, whereby the ſaid *R. B.* now holdeth the ſaid premiſes, and that during the term by the ſaid indenture granted, and which will expire at the expiration of the term before hereby agreed to be granted; and that the receipt and receipts of the perſon or perſons entitled to receive the ſame (being produced unto him the ſaid *R. B.* his executors, adminiſtrators or aſſigns) ſhall be a good and effectual diſcharge unto the ſaid *W. K.* his executors, adminiſtrators or aſſigns, for what he or they ſhall ſo pay, againſt him the ſaid *R. B.* his, *&c.* as fully as if the ſaid ſeveral rents herein before mentioned had been actually paid to him or them: **And** the ſaid *R. B.* doth hereby alſo agree, that at the time of making and executing ſuch leaſe as aforeſaid, he will (if required) grant and aſſign to the ſaid *W. K.* his executors and adminiſtrators, all his intereſt and property in the ſeveral moveables, wainſcots, partitions, and other the improvements and things made, done and ſet up by the ſaid *R. B.* in, upon, or about the ſaid premiſes hereby agreed to be demiſed, and which he the ſaid *R. B.* can or hath any right to remove or take away. **And further**, that it ſhall and may be lawful to and for the ſaid *W. K.* to enter upon and take poſſeſſion of the ſaid meſſuages and premiſes on the 15th day of this inſtant December, and to hold and enjoy the ſame from henceforth until the ſaid feaſt of —— (when the intended leaſe is to commence) without paying any rent or other conſideration for the ſame; and free and diſcharged from parliamentary and parochial taxes, duties and other aſſeſſments, to incur, grow due and payable in reſpect of the premiſes, for any time preceding the ſaid feaſt of —— now next as aforeſaid, except the rate and aſſeſſments now made for the poor of the pariſh of St. M. B. aforeſaid, and wherewith the ſaid *W. K.* ſhall become chargeable only for ſuch time as he ſhall inhabit or dwell in the ſaid meſſuage and premiſes before the commencement of the ſaid leaſe: **And** the ſaid *W. K.* in conſideration of the premiſes, doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *R. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *W. K.* his, *&c.* ſhall and will, on or before the 20th day of January now next enſuing as aforeſaid, accept of ſuch leaſe of the ſaid meſſuage and premiſes hereby agreed to be granted, and ſhall and will likewiſe, at the ſame time, and at his and their own proper coſt and charges, execute a counterpart thereof unto or to the uſe of the ſaid *R. B.* his, *&c.* together with a ſchedule to be annexed thereto, of all and ſingular the goods, implements and things mentioned and contained in the ſchedule, ſubſcribed or written under the indenture of leaſe, whereby the ſaid *R. B.* now holdeth the ſaid premiſes as aforeſaid. **And laſtly**, for the true performance of this agreement, the ſaid *R. B.* and *W. K.* do mutually bind themſelves, their heirs, executors and adminiſtrators, unto each other in the penal ſum of two hundred pounds, of, *&c.* firmly by theſe preſents. **In witneſs**, *&c.*

*(Wood.)*

Agreement to aſſign moveable wainſcots, *&c.*

When new tenant is to enter.

Taxes.

Agreement to accept ſuch leaſe, and execute a counterpart with a ſchedule annexed.

*Agreement to let a Houſe, &c. and execute a Leaſe thereof, to contain the like Covenants as are in a Leaſe whereby the intended Leſſor holds the ſame, and other Covenants; and the intended Leſſee agrees to accept ſuch Leaſe, and execute a Counterpart; and covenants to give a Bond for making good and leaving Partitions,* &c. *as they now are.*

**Agreed** the, &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as follows, *viz.*

**THE** ſaid *A. B.* in conſideration of the rent and covenants on the part of the ſaid *C. D.* to be paid and performed, **Doth** let unto the ſaid *C. D.* **All that**, *&c.* and all cellars, vaults, warehouſes, rooms, yards, lights, water-courſes, eaſements and appurtenances thereunto belonging, and free liberty of ingreſs, egreſs and regreſs, to and from a vault under the ſaid Premiſes, for the term of —— years from ——, at the yearly rent of —— pounds, payable quarterly. **And** the ſaid *A. B.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *C. D.* his executors and aſſigns, that he the ſaid *A. B.* will, on or before the, *&c.* now next, at the charge of the ſaid *C. D.* his executors or aſſigns, ſeal and execute unto him or them, at the dwelling houſe of *R. B.* ſcrivener, in, *&c.* a ſufficient leaſe of the ſaid premiſes, for the term and at the rent aforeſaid: **In** which leaſe are to be inſerted and contained the like covenants and proviſoes *(mutatis mutandis)* as are contained in the leaſe whereby the ſaid *A. B.* holds the ſaid premiſes from *G. G.* dated, *&c.* and likewiſe covenants for leaving, at the end of the ſaid term, ſeveral things belonging to and being in and about the premiſes to be mentioned in a ſchedule thereof, which for that purpoſe the ſaid parties agree ſhall be taken and annexed to the ſaid leaſe, and alſo a covenant for the ſaid *C. D*'s laying out thirty pounds at leaſt in the repair of the Premiſes, which is allowed for that purpoſe: **Which** ſaid leaſe the ſaid *C. D.* doth hereby agree to accept, and at the ſame time and place to ſeal and execute a counterpart thereof to the ſaid *A. B.* his executors or aſſigns. **And** the ſaid *C. D.* doth hereby further covenant and agree with the ſaid *A. B.* that upon and at the time of executing the ſaid leaſe as aforeſaid, he the ſaid *C. D.* and *J. J.* of, *&c.* ſhall and will ſeal and execute to the ſaid *A. B.* an obligation or covenant, with a ſufficient penalty, for the ſaid *C. D.* making good and leaving, at the determination of the ſaid term, as they now are, two partitions, one in, *&c.* and likewiſe all the lining of the wall, chimney-piece, and other works in the parlour, as the ſame are now fitted, being right wainſcot. **In Witneſs**, &c.

*(Wood.)*

To let a houſe, *&c.*

Covenant to execute a leaſe, to contain the like covenants, *&c.* as in a leaſe by which the intended leſſor holds the ſame and other covenants.

The intended leſſee agrees to accept ſuch leaſe and execute a counterpart, and covenants to execute a bond for making good and leaving partitions, *&c.* as they now are.

*An Agreement between Co-Executors. Two Brothers being Executors of their Father, and one of them being ſole Executor of their Uncle, and they being entitled under both Wills to Monies upon Contingencies, agree by this Deed each of them to manage particular Parts of the Eſtates, and bind themſelves mutually in penal Sums for theſe Purpoſes.*

**THIS Indenture**, made the twenty-ſeventh day of May, in the year of our Lord one thouſand ſeven hundred and ſeventy-nine, and in the nineteenth year of the reign of our Sovereign Lord King George the Third, **between** *Abel Aſhton*, of London, merchant, one of the executors of the laſt will and

and teſtament of *Abel Aſhton*, late of London, Gentleman, deceaſed, and ſole executor of the laſt will and teſtament of *Charles Aſhton*, late citizen and grocer of London, alſo deceaſed, of the one part, and *Charles Aſhton* of London, Eſquire, the other executor of the laſt will and teſtament of the ſaid *Abel Aſhton* deceaſed, of the other Part. **Whereas** the ſaid *Abel Aſhton* deceaſed, in and by his laſt will and teſtament, bearing date the ſixth day of September, which was in the year of our Lord one thouſand ſeven hundred and ſixty-one, did (among other things therein mentioned) give the ſum of two thouſand pounds of lawful money of Great Britain unto his ſons the ſaid *Abel Aſhton* and *Charles Aſhton*, parties hereunto, in truſt and for the benefit in the firſt place of his ſaid ſon *Charles* and his children, and afterwards of others, upon ſuch contingencies and in ſuch manner as therein is expreſſed, and did alſo thereby give and bequeath all the reſt and reſidue of his perſonal eſtate (not therein before given or diſpoſed of) unto his ſaid ſons *Charles Aſhton* and *Abel Aſhton*, in truſt, and for the benefit, in the firſt place, of his ſaid ſon *Abel Aſhton* and his children, and afterwards of others, upon ſuch contingencies and in ſuch manner as therein is expreſſed; and of his ſaid will did make and appoint his ſaid ſons *Abel* and *Charles Aſhton* executors, as by the ſaid will of the ſaid *Abel Aſhton* deceaſed, relation being thereunto had, it doth and may more fully and at large appear: **And whereas** the ſaid *Charles Aſhton* deceaſed did, in and by his laſt will and teſtament, bearing date the twenty-firſt day of Auguſt, which was in the year of our Lord one thouſand ſeven hundred and ſixty-four, (among other things therein mentioned) give and bequeath unto his nephew the ſaid *Abel Aſhton* party hereunto, the ſum of three thouſand pounds capital ſtock, being part of the ſaid teſtator's capital ſtock, in the Bank of England, in truſt and for the benefit, in the firſt place, of his nephew the ſaid *Charles Aſhton* and his children, and afterwards of others, upon ſuch contingencies and in ſuch manner as therein is expreſſed; and did thereby alſo give unto his nephew *Abel Aſhton*, his heirs, executors and adminiſtrators reſpectively, all the reſt and reſidue of his eſtate both real and perſonal, after payment of his debts and funeral charges, and the legacies therein before given, and did make his ſaid nephew *Abel Aſhton* ſole executor thereof, as by the ſaid laſt recited will, relation being thereunto had, it may and doth more fully and at large appear. **And whereas** two thouſand pounds capital ſtock in the Bank of England, part of the perſonal eſtate of the ſaid *Abel Aſhton* deceaſed were, on the ſixth day of April, which was in the year of our Lord one thouſand ſeven hundred and ſeventy-four, ſold by the ſaid *Abel Aſhton* and *Charles Aſhton*, parties to theſe preſents, for the ſum of two thouſand four hundred pounds, which ſaid ſum of two thouſand four hundred pounds was, by the mutual conſent of both the ſaid parties to theſe preſents, paid to and received by the ſaid *Charles Aſhton*, party hereto, in lieu and ſatisfaction of the aforeſaid ſum of two thouſand pounds, and is by the like conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *Charles Aſhton*, his executors and adminiſtrators, to be from time to time managed, employed, and diſpoſed of by him and them, upon the truſts and for the purpoſes in the ſaid will of the ſaid *Abel Aſhton*, deceaſed, expreſſed and declared, of and concerning the ſaid ſum of two thouſand pounds, and he the ſaid *Charles Aſhton*, party hereto, his executors and adminiſtrators, to be at all times hereafter chargeable with and accountable for the ſame accordingly. **And whereas**, by the mutual conſent of both the ſaid parties to theſe preſents, the reſiduary part of the perſonal eſtate of the ſaid *Abel Aſhton*, deceaſed, amounting to the ſum or value of twelve thouſand pounds in monies and ſecurities for monies (as by account ſtated under the hands of both the ſaid parties to theſe preſents may appear) hath been paid and delivered to and received by the ſaid *Abel Aſhton*, party to theſe preſents, and is by the like conſent and agreement of the ſaid parties to theſe preſents to remain and continue in the hands of the ſaid *Abel Aſhton*, his executors and adminiſtrators, to be from time to time managed, employed, and diſpoſed of by him and them, upon the truſts and for the purpoſes in the ſaid recited will of the ſaid *Abel Aſhton* deceaſed, expreſſed and declared, of and concerning the ſame; and he the ſaid *Abel Aſhton*, party hereunto, his executors and adminiſtrators, to be at all times chargeable with and accountable for ſuch reſiduary part accordingly. **And whereas** the ſaid *Charles Aſhton*, deceaſed, was, at the time of his death, entitled to three thouſand pounds capital ſtock in the Bank of England, over and beſides the aforeſaid three thouſand pounds capital ſtock, in and by his ſaid will given and bequeathed to his nephew the ſaid *Abel Aſhton*, party hereunto, upon the truſts therein mentioned concerning the ſame, and was alſo at his death poſſeſſed of or entitled to the further ſum of three thouſand pounds, or the value thereof, after all his known debts, legacies and funeral expences were paid and diſcharged. **And whereas** it was the mind and intention of the ſaid *Charles Aſhton*, deceaſed, for ſome time before his death, that the reſiduary part of his perſonal eſtate, (after his debts, legacies, and funeral expences were paid and diſcharged) ſhould be equally ſhared in value between his nephews, parties to theſe preſents, notwithſtanding the unequal diviſion and diſtribution thereof made in his will in manner as aforeſaid. **And whereas** the ſaid *Abel Aſhton*, party hereunto, in compliance with the ſaid *Charles Aſhton* his late uncle's deſign and intention, and in order to make ſuch equality as aforeſaid, hath lately paid into the hands of the ſaid *Charles Aſhton*, the ſum of fifteen hundred pounds of lawful money of Great Britain, (the receipt and payment whereof he doth hereby acknowledge) and doth agree to accept and take the ſame in full of one moiety of the reſiduary part of the perſonal eſtate of the ſaid *Charles Aſhton*, deceaſed; which ſaid ſum of fifteen hundred pounds is, by the mutual conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *Charles Aſhton*, his executors and adminiſtrators, to be from time to time managed, employed, and diſpoſed of by him and them upon the like truſts, and for the like purpoſes, as are in the ſaid recited will of the ſaid *Charles Aſhton*, deceaſed, expreſſed and declared, of and concerning the ſame three thouſand pounds in the capital ſtock in the Bank of England thereby given and bequeathed unto the ſaid *Abel Aſhton*, party hereunto, on the truſts therein mentioned concerning the ſame; and he the ſaid *Charles Aſhton*, party hereunto, his executors and adminiſtrators, to be at all times chargeable with and accountable for the ſaid ſum of fifteen hundred pounds accordingly: **Now this Indenture witneſſeth**, That it is hereby mutually and reciprocally covenanted and agreed by and between the ſaid parties to theſe preſents, in manner following, (that is to ſay) And firſt he the ſaid *Abel Aſhton*, party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Charles Aſhton*, party hereunto, his executors and adminiſtrators, that he the ſaid *Abel Aſhton*, party hereunto, his executors and adminiſtrators, ſhall and will, from time to time, and at all times hereafter, carefully and faithfully manage, employ, and diſpoſe of the reſiduary part of the perſonal eſtate of the ſaid *Abel Aſhton*, deceaſed (amounting to the ſum or value of twelve thouſand pounds as aforeſaid) upon the truſts, and to for the intents and purpoſes in the ſaid recited will of the ſaid *Abel Aſhton*, deceaſed, expreſſed and declared concerning the ſame; and alſo ſhall and will at all times hereafter ſtand chargeable with, and anſwerable and accountable for the ſame accordingly; and for the more effectual and punctual performance of the covenant and agreement herein before

The father's will recited;

making both theſe ſons executors.

Their uncle's will recited.

making one of them his executor.

And that the executors had ſold ſome bank-ſtock which had been their father's, and one of them had received the money.

To be managed, *&c.* upon the truſts, *&c.* in the will.

And that the *Reſiduum* of the father's perſonal eſtate, to a certain amount, is in the hands of the other of them, to be managed upon the truſts in the will.

Recital concerning the value of the uncle's perſonal eſtate;

and that he intended it equally between theſe two nephews, though unequally diſtributed by his will:

and that the executor of the uncle has paid part to his brother, to make the diſtribution equal;

to be managed upon the truſts in the uncle's will concerning a ſpecific ſum thereby given.

The executors mutually covenant to employ the parts of the eſtates reſpectively in their hands, ſubject to account, and the truſts in the reſpective wills, with obligation in penal ſum.

before contained on the part and behalf of the ſaid *Abel Aſhton*, party hereunto, he the ſaid *Abel Aſhton*, party hereunto, doth bind and oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid *Charles Aſhton*, party hereunto, his executors and adminiſtrators, in the penal ſum of twenty-four thouſand pounds firmly by theſe preſents. And the ſaid *Charles Aſhton*, party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Abel Aſhton*, party hereunto, his executors and adminiſtrators, that he the ſaid *Charles Aſhton*, party hereunto, executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter, carefully and faithfully manage, employ, and diſpoſe of the ſaid ſeveral and reſpective ſums of two thouſand four hundred pounds, and fifteen hundred pounds, to, for and upon the ſeveral and reſpective truſts, intents and purpoſes herein after mentioned and expreſſed, of and concerning the ſame reſpectively (that is to ſay) the ſaid ſum of two thouſand four hundred pounds, upon the truſts, and for the intents and purpoſes in the ſaid recited will of the ſaid *Abel Aſhton*, deceaſed, expreſſed and declared, of and concerning the ſaid ſum of two thouſand pounds thereby given to the ſaid *Abel Aſhton* and *Charles Aſhton*, parties to theſe preſents, in truſt as aforeſaid; and the ſaid ſum of one thouſand five hundred pounds upon the like truſts, and for the like purpoſes, as are in the ſaid recited will of the ſaid *Charles Aſhton*, deceaſed, mentioned and declared, of and concerning the ſaid three thouſand pounds capital ſtock in the Bank of England thereby given and bequeathed unto the ſaid *Abel Aſhton*, party hereunto, in truſt as aforeſaid: And alſo ſhall and will at all times hereafter ſtand chargeable with, and anſwerable and accountable for the ſaid ſeveral ſums of two thouſand four hnndred pounds, and fifteen hundred pounds, accordingly. And for the more effectual and punctual performance of the covenant and agreement herein before contained, on the part and behalf of the ſaid *Charles Aſhton*, party hereunto, he the ſaid *Charles Aſhton*, party hereunto, doth bind and oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid *Abel Aſhton*, party hereunto, his executors and adminiſtrators, in the penal ſum of eight thouſand pounds firmly by theſe preſents: Provided always, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, that in caſe at any time or times hereafter, any other or further debt or debts of the ſaid *Abel Aſhton*, deceaſed, ſhall ariſe or appear, beſides what is now known to the ſaid *Abel Aſhton*, party hereunto, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid *Abel Aſhton*, party hereunto, his executors or adminiſtrators, to pay and ſatisfy the ſame by and out of the ſaid reſiduary part of his ſaid late father's perſonal eſtate; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is further hereby declared and agreed, by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe at any time or times hereafter any other or further debt or debts of the ſaid *Charles Aſhton*, deceaſed, ſhall ariſe or appear, beſides what are now known to the ſaid *Abel Aſhton*, party hereunto, then and in ſuch caſe one moiety of ſuch further or other debt or debts ſhall be paid and ſatisfied by and out of the ſaid ſum of fifteen hundred pounds ſo paid to the ſaid *Charles Aſhton*, party hereunto, as aforeſaid, and the other moiety thereof ſhall be paid and ſatisfied by the ſaid *Abel Aſhton*, party hereunto, his executors or adminiſtrators, by and out of his or their own proper monies and eſtate; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

If other debts of the deceaſed father appear, they are to be paid out of the *reſiduum*.

If other debts of the deceaſed uncle appear,

the parties are to pay each a moiety.

*(Horſeman.)*

*Articles for Purchaſe of a Freehold Eſtate, with a Covenant for paying Part of the Purchaſe-Money to the Seller, and Part to a Mortgagee, or that the Purchaſer may let the Mortgage remain, to indemnify the Seller.*

**Articles of Agreement**, indented, &c. **Between**, &c.

Covenant to convey, on payment of purchaſe-money, as herein-after mentioned.

THE ſaid *R. C.* for and in conſideration of the ſum of one thouſand pounds, of, &c. to be paid by the ſaid *E. W.* in manner as is herein after expreſſed, Doth for himſelf, &c. covenant, &c. to and with the ſaid *E. W.* his heirs and aſſigns, by theſe preſents, that he the ſaid *R. C.* his, &c. ſhall and will, on, &c. upon the payment and other ſatisfaction to be given for the ſaid ſum of one thouſand pounds, in the covenant of the ſaid *E. W.* hereafter particularly contained, and at the reaſonable requeſt, proper coſts and charges in the law, of him the ſaid *E. W.* his heirs or aſſigns, well and ſufficiently, and by ſuch conveyances and aſſurances, as the ſaid *E. W.* his heirs and aſſigns, his or their counſel, ſhall adviſe and direct, convey, releaſe and aſſure, unto the ſaid *E. W.* his heirs and aſſigns, all the right, title, intereſt, claim, demand, power and equity, or pretence of equity of redemption whatſoever, of him the ſaid *R. C.* of, in, and to all that meſſuage, &c. together with all houſes, edifices, &c. except, &c. which ſaid premiſes are ſituate in, &c. To have and to hold the ſaid ſeveral meſſuages or tenements and parcel of land, and other the premiſes aforeſaid, (except before excepted) unto the ſaid *E. W.* his heirs, and aſſigns, for ever, freed and diſcharged from all taxes and impoſitions due from the date hereof, and freed from all charges and incumbrances; (one mortgage of the ——— farm made by the ſaid *R. C.* to *G. H.* of ——— for the principal ſum of ——— excepted and foreprized.) The ſaid *E. W.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *R. C.* his executors and aſſigns, by theſe preſents, that he the ſaid *E. W.* his, &c. or ſome or one of them, ſhall and will, upon the ſaid ——— day of ——— next enſuing the date hereof, upon the executing of ſuch aſſurance and conveyance as aforeſaid, and in conſideration thereof, well and truly pay, or cauſe to be paid, to the ſatisfaction of him the ſaid *R. C.* the ſaid ſum of one thouſand pounds in manner following; (that is to ſay) the ſum of five hundred pounds, part thereof, to him the ſaid *R. C.* his heirs, executors or adminiſtrators, and the like ſum of five hundred pounds, reſidue thereof, to him the ſaid *G. H.* in diſcharge of the ſaid mortgage, and of the covenants of the ſaid *R. C.* therein contained; or in caſe the ſaid *E. W.* ſhall make default in payment thereof, and be minded to continue the ſaid mortgage upon the ſaid premiſes, then he the ſaid *E. W.* his heirs, executors and adminiſtrators, or ſome or one of them, ſhall and will from thenceforth, and at all times then after, ſave harmleſs and keep indemnified him the ſaid *R. C.* his heirs, executors and adminiſtrators, from all payments, covenants, clauſes and agreements on the part of him the ſaid *R. C.* his heirs, executors or adminiſtrators, in the ſaid mortgage mentioned to be by him or them done, paid and performed; he the ſaid *R. C.* paying all intereſt due for the ſaid principal ſum of five hundred pounds to the ſaid ——— day of ——— next enſuing. In witneſs, &c.

The Purchaſer covenants, that upon executing the conveyances, he will pay the purchaſe-money, part to the ſeller, and part in diſcharge of a mortgage. Or in caſe the purchaſer be minded to continue the mortgage on the premiſes, then he ſhall indemnify the ſeller from the ſame.

*(Wood.)*

*Another*

*Another for the Purchaſe of Freehold Lands by a Truſtee, wherein a Fine is covenanted to be levied, and further Aſſurances made; and that if the Ceſtui que Truſt does not pay the Purchaſe-Money, the Truſtees will.*

THE ſaid *A. B.* for and in conſideration of, *&c.* to him in hand paid, and of the further ſum of one hundred pounds herein after covenanted to be paid, **Doth**, *&c.* covenant to and with the ſaid *C. D.* and his heirs, that he the ſaid *A. B.* ſhall and will, before the end of Michaelmas term next enſuing, by good and ſufficient conveyances in the Law, grant, convey, and aſſure unto the ſaid *E. F.* and his heirs, in fee ſimple, or to the ſaid *C. D.* **In Truſt** for the ſaid *E. F.* and his heirs for ever, **All that** meſſuage, *&c.* and that free and clear of and from all charges and incumbrances whatſoever; **and further** that he the ſaid *A. B.* ſhall and will, on or before the end of Michaelmas term aforeſaid, acknowledge or levy one or more fine or fines *ſur Conuſans de droit come ceo*, &c. to the ſaid *E. F.* his heirs and aſſigns, or to the ſaid *C. D.* **In Truſt** for the ſaid *E. F.* and his heirs, **of all** and ſingular the premiſes aforeſaid, at the proper coſts and charges in the Law of the ſaid *E. F.* and his heirs, or of the ſaid *C. D.* and make, do, acknowledge, levy, ſuffer and execute, any further and other reaſonable act or acts, thing or things, for the better and more perfect conveying and aſſuring thereof, to the ſaid *E. F.* or to the ſaid *C. D.* as by his or their counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required; ſuch further conveyance and aſſurance, and all and every the conveyances and aſſurances to be made of the ſaid premiſes, to be at the proper coſts and charges of the ſaid *E. F.* and his heirs, or of the ſaid *C. D.* and his heirs: **And the ſaid** *C. D.* for himſelf, his heirs, executors and adminiſtrators, in conſideration of the premiſes aforeſaid, doth covenant, promiſe, grant and agree, to and with the ſaid *A. B.* his heirs, executors and adminiſtrators, that the ſaid *E. F.* and his heir ſhall and will, immediately upon the ſealing, making, levying, acknowledging and executing ſuch conveyance and aſſurance of the premiſes herein before mentioned to be made to him or them as aforeſaid, pay or cauſe to be paid the full and juſt ſum of one hundred pounds herein mentioned, to the ſaid *A. B.* his heirs, executors, adminiſtrators or aſſigns; or in caſe the ſaid *E. F.* and his heirs ſhall make default therein, or refuſe to pay the ſame, that then the ſaid *C. D.* and his heirs, upon having ſuch conveyance and aſſurance to him and them made of the ſaid premiſes, ſhall and will pay or cauſe to be paid to the ſaid *A. B.* his heirs, executors or adminiſtrators, the ſaid ſum of one hundred pounds. **And** for the true performance of all and ſingular the articles and agreements herein before ſpecified, the ſaid parties do hereby bind themſelves, their heirs, executors and adminiſtrators, to each other, mutually and reciprocally, in the penal ſum of two hundred pounds. **In witneſs**, *&c.*

*(Wood.)*

*A. B.* covenants with *C. D.* to make and convey an eſtate in fee to *E. F.* or to the ſaid *C. D.* in truſt for the ſaid *E. F.* And to levy a fine, *&c.*

*C. D.* covenants, that on ſuch conveyances made, *E. F.* ſhall pay the purchaſe-money, or if he makes default, he will pay the ſame himſelf.

*An Agreement, that an Executor ſhall make an Aſſignment of the Leaſe of Teſtator's Houſe and Stock in Trade.*

**Articles**, *&c.* **Between** *A. B.* of the pariſh of P. in the county of G. Gentleman, executor of the laſt will and teſtament of *B. B.* late of the ſame place, Eſquire, deceaſed, of the one part, and *C. D.* of C. in the ſaid county, Eſquire, of the other part, *as follows.*

**WHEREAS**, in and by one indenture of leaſe, bearing date, *&c.* *(Here recite the leaſe.)* **And whereas** the ſaid *B. B.* made and duly executed his laſt will and teſtament in writing, bearing date, *&c.* and appointed the ſaid *A. B.* ſole executor thereof, and on or about the, *&c.* the ſaid *B. B.* departed this life without having revoked or altered the ſame, ſince which the ſaid *A. B.* hath duly proved the ſaid will in the prerogative court of Canterbury, and taken upon himſelf the burthen of the execution thereof, and is thereby entitled to all and ſingular the goods, chattels and effects which were of the ſaid *B. B.* at the time of his deceaſe, and amongſt other things to the benefit of the ſaid indenture of leaſe, to hold and enjoy the thereby demiſed premiſes, with the appurtenances, for all the reſt, reſidue, and remainder of the ſaid term of ninety-nine years thereby granted, and under the ſaid yearly rent of forty ſhillings, ſubject to the ſeveral covenants, clauſes and agreements in and by the ſaid indenture of leaſe reſerved and contained; **and alſo** to all and every part of the ſtock in the trade of ——— of him the ſaid *B. B.* conſiſting of, *&c. &c.* as in and by the ſaid recited indenture of leaſe, will and probate thereof, reference being thereunto reſpectively had, will more fully appear. **And whereas** the ſaid *C. D.* hath agreed with the ſaid *A. B.* for the purchaſe of all ſuch intereſt as he the ſaid *A. B.* hath in the ſaid indenture of leaſe, and the premiſes thereby demiſed, ſubject to the ſaid yearly rent, and to the covenants, clauſes and agreements therein contained as aforeſaid, for all ſuch time as is now to come therein. **And alſo** of all ſuch ſtock in trade as aforeſaid: **Now theſe Preſents witneſs**, and it is agreed by and between the ſaid *A. B.* and *C. D.* in manner following, that is to ſay, and firſt, the ſaid *A. B.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that upon payment to him the ſaid *A. B.* or his executors, adminiſtrators or aſſigns, by the ſaid *C. D.* his executors or adminiſtrators, of the ſum of, *&c.* at the times for that purpoſe hereafter mentioned, with lawful intereſt for the ſame, to be computed from the day of the date hereof, until the reſpective times of payment thereof, he the ſaid *A. B.* or his executors or adminiſtrators, ſhall and will, at the requeſt, coſts and charges in all things of the ſaid *C. D.* his executors or adminiſtrators, deliver over, and well and duly aſſign unto him the ſaid *C. D.* his, *&c.* the before recited indenture of leaſe, and all the intereſt of him the ſaid *A. B.* or his executors and adminiſtrators, therein or thereto, and in and to the thereby demiſed premiſes, for all the remainder of the ſaid recited term of ninety-nine years to come and unexpired, at, under and ſubject, *&c.* with covenants in ſuch aſſignment to be contained from the ſaid *A. B.* or his heirs, executors or adminiſtrators, for the aſſignee's, his executors, and adminiſtrators and aſſigns quiet enjoyment of the ſaid premiſes during all the reſidue and remainder of the ſaid term, as againſt him the ſaid *A. B.* his executors and adminiſtrators, and all claiming or to claim under him or them, or under the ſaid *B. B.* deceaſed; and at his and their own coſts and charges to defend any ſuit that ſhall happen by any attempt

*Recitals.* Of leaſe to the teſtator.

Teſtator's will.

Executor entitled to the leaſe and ſtock in trade.

Agreement to ſell and aſſign the ſame.

Covenant to aſſign.

Covenants to be in the aſſignment to defend ſuits intended to evict the aſſignee, *&c.* and for further indemnity.

attempt to make void the ſaid leaſe, or evict ſuch aſſignee, his executors, adminiſtrators or aſſigns, for any other cauſe than non-payment of the rent reſerved, or non-performance of the covenants, clauſes or agreements, in and by the ſame indenture of leaſe reſerved and contained, and to indemnify ſuch aſſignee, his executors, adminiſtrators and aſſigns, from all further demands for rent of the ſaid premiſes beyond the reſerved rent, or in default of ſo defending any ſuit as aforeſaid, or ſo indemnifying ſuch aſſignee, his executors, adminiſtrators and aſſigns, as aforeſaid, or in caſe ſuch aſſignee, his executors, adminiſtrators or aſſigns, ſhall, during the continuance of the ſaid term, be evicted or ejected out of the ſaid premiſes, without any act, default or laches of ſuch aſſignee, his executors, adminiſtrators or aſſigns, to occaſion the ſame, then and in either or any of the ſaid caſes, that he the ſaid *A. B.* or his executors or adminiſtrators, ſhall and will well and truly refund and pay back to ſuch aſſignee, his executors, adminiſtrators or aſſigns, upon demand after ſuch default, eviction or ejection, ſo much of the ſaid ſum of, *&c.* with intereſt for the ſame from the time the ſame ſhall have been paid, as ſhall remain after a deduction of, *&c.* or after that rate with intereſt, (over and beſides the ſaid reſerved rent) for ſo long a time as ſuch aſſignee, his executors, adminiſtrators or aſſigns, ſhall have poſſeſſed and enjoyed the ſaid premiſes under the ſaid *A. B.* or his executors or adminiſtrators, ſuch aſſignee, his executors, adminiſtrators or aſſigns, at the ſame time to deliver back unto the ſaid *A. B.* his executors, or adminiſtrators, the ſaid indenture of leaſe and aſſignment thereof, and indemnifying him and them from the ſaid reſerved rent for ſuch time as ſuch aſſignee, his executors, adminiſtrators or aſſigns, ſhall have ſo poſſeſſed and enjoyed the ſaid premiſes as aforeſaid; which aſſignment, with ſuch covenants as aforeſaid, is to be executed upon condition only that ſuch aſſignee do at hii like coſts and charges in all things, at the time of the execution of ſuch aſſignment, duly execute a counterpart thereof, wherein ſhall be contained covenants on the part of ſuch leſſee, his executors, adminiſtrators and aſſigns, during the remainder of the ſaid term, to pay the yearly rent and perform the covenants, clauſes and agreements, in and by the ſaid leaſe reſerved and contained, and to ſave harmleſs and indemnify the ſaid *A. B.* and his executors and adminiſtrators, from all defaults and breaches thereof, and not to part with, quit or yield up the poſſeſſion of the ſaid premiſes, until compelled thereto by due courſe of law, and not wittingly or willingly to do any act or ſuffer any thing which may in any ſort tend towards making the ſaid leaſe void or voidable, but from time to time during the continuance of the ſaid term to give immediate notice to the ſaid *A. B.* or his executors, of any entry or ejectment that ſhall be made or brought into or for the ſaid premiſes, and to ſuffer the name or names of ſuch aſſignee, his executors, adminiſtrators or aſſigns, to be made uſe of, by and at the charges of the ſaid *A. B.* or his executors or adminiſtrators, in any proceeding or defence that he or they ſhall adjudge proper or neceſſary, touching or in relation to maintaining or keeping poſſeſſion of the ſaid indenture of leaſe and the thereby demiſed premiſes, **And alſo** that upon payment to him the ſaid *A. B.* or his executors or adminiſtrators, by the ſaid *C. D.* his executors or adminiſtrators, of ſuch ſum of money as ſuch ſtock in trade as aforeſaid ſhall be valued and appraiſed at by *E. F.* of, *&c.* and *G. H.* of, *&c.* perſons indifferently choſen and appointed for that purpoſe, as well on the part and behalf of the ſaid *C. D.* as of the ſaid *A. B.* and of ſuch ſum of money in part of the ſaid ſum of —— and intereſt, as ſuch ſtock in trade ſhall be valued and appraiſed at ſhort of or leſs than ———, he the ſaid *A. B.* or his executors or adminiſtrators, ſhall and will, at the coſts of the ſaid *C. D.* his executors or adminiſtrators, deliver unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, not only the ſaid ſtock in trade, but alſo quit and deliver unto him or them the poſſeſſion of the ſaid houſe and premiſes in and by the ſaid indenture of leaſe demiſed; he the ſaid *A. B.* his executors and adminiſtrators having a convenient and reaſonable time to remove therefrom ſuch of the houſehold goods therein as the ſaid *C. D.* his executors, adminiſtrators or aſſigns ſhall not think fit to buy, and that he the ſaid *A. B.* or his executors and adminiſtrators, ſhall and will do his and their utmoſt endeavour to procure ſuch valuation and appraiſement of ſuch ſtock in trade, remove or cauſe to be removed from the ſaid houſe and premiſes as aforeſaid, until the execution of ſuch aſſignment of the ſaid indenture of leaſe as aforeſaid, he the ſaid *A. B.* his executors or adminiſtrators, ſhall and will well and duly obſerve, perform, fulfil and keep all on his and their parts to be obſerved, performed and kept, according to the intended tenor, purport, intent and meaning of the covenant to be contained in ſuch aſſignment to be made as aforeſaid. **And alſo** the ſaid *C. D.* doth hereby, for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. B.* his executors and adminiſtrators, that he the ſaid *C. D.* his executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* the ſum of —— and intereſt as aforeſaid, at the times and in manner following, (that is to ſay) upon and immediately after the valuation and appraiſement of the ſaid ſtock in trade, ſo much money in part of the ſaid ſum of —— and intereſt as the ſaid ſtock ſhall be valued and appraiſed at, ſhort of, or leſs than, one hundred pounds, and the reſidue of the ſaid ſum of —— and intereſt, or the whole thereof, in caſe ſuch ſtock ſhall be valued rnd rppraiſed at as much or more than the ſum of one hundred pounds, at three equal payments, at ſix months diſtance in time, and ſubſequent one to the other; the firſt payment thereof to be made, *&c.* and that upon execution by the ſaid *A. B.* or his executors or adminiſtrators, to the ſaid *C. D.* his executors, adminiſtrators or aſſigns, of ſuch aſſignment of the ſaid indenture of leaſe as aforeſaid, he the ſaid *C. D.* his executors or adminiſtrators, ſhall and will accept the ſame, and at his or their own coſts and charges duly execute a counterpart or duplicate thereof, with ſuch covenants to be therein contained on the part of the ſaid *C. D.* his executors and adminiſtrators, as aforeſaid, and pay or cauſe to be paid to the ſaid *A. B.* or his executors or adminiſtrators, the charges of preparing ſuch aſſignment and counterpart, or duplicate thereof. **And laſtly**, that as ſoon as, and immediately after, ſuch ſtock in trade ſhall have been valued and appraiſed by the ſaid *E. F.* and *G. H.* he the ſaid *C. D.* or his executors or adminiſtrators, ſhall and will well aud truly pay or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſuch ſum of money as the ſame ſhall be valued and appraiſed at, and thereupon accept from the ſaid *A. B.* not only the ſame ſtock, but alſo the poſſeſſion of the ſaid houſe and premiſes, and pay for the aſſignment of the ſaid ſtock, in caſe an aſſignment thereof ſhall be required, and ſhall and will do his and their utmoſt endeavour to procure ſuch valuation and appraiſement of ſuch ſtock in trade ſo as to be made as ſoon as may be: and from the time the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall enter upon the poſſeſſion of the ſaid houſe and premiſes until he or they ſhall have an aſſignment of the ſaid leaſe, and ſhall have executed a counterpart or duplicate of ſuch aſſignment, he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and will well and duly pay, obſerve and perform, fulfil and keep, all on his and their parts to be paid, obſerved, performed, fulfilled and kept, according to the intended tenor, purport, intent and meaning of the covenants to be contained in ſuch aſſignment to be made as aforeſaid. **In witneſs**, *&c.*

*(Peruſed and ſettled by Mr. Fazakerly.)*

In caſe of eviction, *&c.* to repay money.

Counterpart of aſſignment, what to contain.

Covenant to aſſign ſtock in trade.

Appraiſement.

Covenant to pay for the ſtock in trade.

Counterpart.

Charges.

Covenant to accept an aſſignment of the ſtock in trade and poſſeſſion of the houſe, *&c.*

Theſe agreements to be obſerved till aſſignment made.

To

*To incloſe and adorn a Square by the Contribution of the Owners or Inhabitants, or to procure an Act of Parliament for the ſame Purpoſe.*

**Articles, &c. Between** *P. W.* of, *&c.* Carpenter, of the one part, and *A. B. C. D. E. F. &c.* (all owners, proprietors or inhabitants of G. Square, as well in behalf of themſelves, as on behalf of ſuch other owners or inhabitants, proprietors of houſes in the ſaid ſquare, and of the four corner houſes whoſe ſides front the ſaid ſquare, as now have or hereafter ſhall become parties hereunto by ſealing and delivery hereof, in order to intitle themſelves to the benefit of the covenants and agreements herein after contained on the part of the ſaid *P. W.*) of the other part, as follows, *(viz.)*

Several propoſals; one accepted.

**WHEREAS** ſeveral propoſals have been made and delivered to the ſaid ſeveral owners, *&c.* whoſe names are hereto ſubſcribed, by ſeveral able workmen for incloſing and adorning the ſaid ſquare: **And whereas** the ſaid ſeveral owners, *&c.* have met ſeveral times and conſidered of the ſaid ſeveral propoſals, and have accepted the propoſals of the ſaid *P. W.* which upon the neareſt computation, including the painting, and making up the garden, and paving ſome part of the ſaid ſquare, as herein after is mentioned, together with ſome ſmall incident charges (which the ſaid *P. W.* is to diſcharge) will amount to the ſum of —— pounds. **And whereas** it has been propoſed, that the ſaid ſum of —— pounds ſhould be raiſed by a voluntary rate or ſubſcription on the ſaid ſeveral houſes in the ſaid ſquare, and on the ſaid four corner houſes, in reſpect of the ſide front fronting the ſaid ſquare, only by an equal rate or ſubſcription of a certain ſum of money by the foot, according to the number of feet in the front of each houſe in the ſaid ſquare, and ſide front of each of the ſaid four corner houſes, the number of feet of each houſe being hereunder written, and to make up the ſaid ſum of —— pounds, the ſame will amount to —— *per* foot *per* houſe; the computation of the whole being —— feet and —— inches: **Now theſe preſents witneſs,** That the ſaid *P. W.* (in conſideration of the covenant herein after mentioned to be made on the behalf of the ſaid reſpective owners, proprietors and inhabitants, for the payment of the ſaid —— pounds, according to the proportions herein after mentioned,) **Doth** for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid owners, *&c.* reſpectively by theſe preſents, that he the ſaid *W. P.* his executors or adminiſtrators, ſhall and will on or before, *&c.* at his own proper coſts and charges, incloſe the ſaid ſquare upon the ſame place where the old foundation was, ſave that four corners of the ſquare are to be canted off, to make more room for coaches, in manner herein after mentioned, (that is to ſay) that the ſaid foundation, is to be a brick and a half wall, of the beſt grey ſtocks, and to be carried on —— feet —— inches above the ground, the railing to be with oak poſts, and rails and deal bars, with oak poſts to keep off coaches, top and bottom rails of oak —— inches by —— inches, middle poſts of oak —— inches ſquare, gate poſts of oak —— inches ſquare, deals bars —— inches and a half ſquare, —— feet wide, with the poſts; all the whole wood-work to be painted == times in oil, town locks, keys and hinges to the doors, very good and ſubſtantial, and that all the ſaid works ſhall be done and finiſhed in a complete, good and workman-like manner, together with the pavement to be made good at the four corners with good ſtones, and likewiſe in a workman-like manner. **And further,** that he the ſaid *P. W.* his executors or adminiſtrators, ſhall and will, within the ſame time and for the ſame conſideration, make or cauſe to be made up, a garden within the ſaid intended incloſure, which and the whole of the ſaid works are to be done according to two ſeveral plans marked with the letters *A. B.* and ſubſcribed by the ſaid *P. W.* and ſhall paint the ſaid wood-work at the end of the firſt three years, to commence from the ſaid —— day of, *&c.* twice in oil, or to depoſit the ſum of —— into the hands of one of the ſaid proprietors, as ſhall be choſe by the major part of them, to be laid out for the purpoſe aforeſaid; **And** the ſaid owners, proprietors and inhabitants above named, who have already executed theſe articles, and ſuch others of them who ſhall hereafter execute the ſame, do for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators only, and not the one of them for the other, or for the heirs, executors or adminiſtrators of the other, and others of them, covenant, promiſe and agree, to and with the ſaid *P. W.* his, *&c.* by theſe preſents, (in conſideration of the ſaid *P. W.* his executors or adminiſtrators, doing and performing the ſaid works before-mentioned to be done and performed within the time aforeſaid, in a workman-like and ſubſtantial manner, according to the covenant of the ſaid *P. W.* and the true meaning of theſe preſents) that they the ſaid owners, *&c.* reſpectively, ſhall pay or cauſe to be paid, the ſeveral ſums of money wrote againſt the reſpective names of the ſaid ſeveral owners, *&c.* according to the ſeveral dimenſions of the ſaid houſes, and the ſaid four corner houſes, as in the ſchedule here under are mentioned, within fourteen days after the ſaid works ſhall be compleated and finiſhed in a good and workman-like manner, as is herein before-mentioned, and according to the true meaning of theſe preſents. **Provided always,** That in caſe all the owners, proprietors or inhabitants in the ſaid ſquare, and of the ſaid four corner houſes, ſhall not execute this deed within —— from the date of theſe preſents, then the ſaid *P. W.* his executors and adminiſtrators, ſhall be at liberty upon giving notice in writing, ſigned with his name, to two of the ſaid proprietors, informing them that he cannot get a ſufficient number of the ſaid owners, *&c.* to execute theſe preſents, ſo as to encourage the ſaid *P. W.* his, *&c.* to begin the ſaid works, then, from and after ſuch notice to be given as aforeſaid, the reſpective covenants herein before-mentioned, as well on the part and behalf of the ſaid *P. W.* as aforeſaid, as the ſaid owners, *&c.* ſhall be void and of none effect, and every article, clauſe and thing herein before written, ſhall ceaſe and determine; any thing, herein contained to the contrary thereof, in any wiſe notwithſtanding. **Provided alſo,** and it is hereby declared and agreed, and the ſaid *P. W.* for himſelf, his executors and adminiſtrators, doth hereby conſent, declare and agree, that for and notwithſtanding the contract for doing the ſaid works, by theſe preſents made, he the ſaid *P. W.* his executors and adminiſtrators, ſhall and will at the requeſt of four of the ſaid owners, *&c.* to be made in writing, and ſigned with their reſpective names, and left at the now dwelling houſe of the ſaid *P. W.* in ——, within fourteen days after the ſaid works ſhall be compleatly finiſhed as aforeſaid, ſubmit all the ſaid works to meaſure and value, as in the like caſes are uſual; any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. **And it is hereby further agreed,** by and between the ſaid owners, *&c.* that in caſe the before agreement ſhall not take effect, application ſhall be

How to be raiſed.

*P. W.* covenants to incloſe the ſquare.

In what manner.

The garden how made.

Re-painting.

The owners, *&c.* covenant

to pay their proportions.

Proviſo, in caſe all the owners, *&c.* ſhall not come in, the covenant aforeſaid to be void.

Proviſo, that on requeſt of four owners, *&c.* the works to be meaſured and valued.

Agreement, that in caſe the before agreement ſhall not take effect, application to be made to parliament.

be made to parliament, as ſoon as conveniently may be, for obtaining an act of parliament for the incloſing and adorning the ſaid ſquare, and for raiſing ſuch ſums of money, and to make ſuch rates upon the ſaid owners, &c. as in the like caſes are uſual; and for that purpoſe a proper petition is to be prepared, and the ſaid owners, &c. who execute theſe preſents, reſpectively promiſe to ſign ſuch a petition, and contribute according to their reſpective eſtates and intereſts, towards the charge of obtaining ſuch act; the ſame being to be repaid the ſaid owners, &c. out of the money to be raiſed by ſuch act. In witneſs, &c.

*(Wood.)*

*Articles for the Purchaſe of Freehold and Copyhold within a certain Time, and to make a good Title, Part of the Money being now paid: And if a good Title in fee cannot be made, the Premiſes to ſtand as a Security for the Money now advanced.*

Articles of agreement indented, made, concluded and agreed upon this 24th day of July 1778, between *Anne Arnley*, of Barton in the county of Dorſet, widow, and *Charles Carr*, of Eſſex-ſtreet in the Strand, in the county of Middleſex, Eſq. of the one part, and *Francis Ferne*, of Gulford, in the county of Hants, Clothier, of the other part, as follows.

The venders covenant to convey,

THE ſaid *Ann Arnley* and *Charles Carr*, in conſideration of the covenant and agreement herein after contained on the part and behalf of the ſaid *Francis Ferne*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, covenant, grant and agree to and with the ſaid *Francis Ferne*, his heirs, executors, adminiſtrators and aſſigns, in manner following, viz. That they the ſaid *Anne Arnley* and *Charles Carr*, or their heirs, ſhall and will on or before the feaſt-day of St. Michael the archangel next enſuing the date hereof, to the ſatisfaction of the ſaid *Francis Ferne*, his heirs or aſſigns, or his or their counſel, make out a good title unto and by ſuch good and ſufficient conveyances and aſſurances in the law, with reaſonaole covenants, as he the ſaid *Francis Ferne*, his heirs or aſſigns, or his or their counſel ſhall adviſe and approve of, effectually convey and aſſure, or cauſe to be conveyed and aſſured unto and to the uſe of the ſaid *Francis Ferne*, his heirs and aſſigns, or to ſuch perſon or perſons as he or they ſhall in that behalf nominate and appoint, free from incumbrances, all that the manor or lordſhip of Hillton, with its rights, royalties and appurtenances in the ſaid county of Hants, and all that capital meſſuages, with the appurtenances in Hillton aforeſaid, and all meſſuages, houſes, gardens, lands, meadows, paſtures, woods, hereditaments and appurtenances whatſoever to the ſaid manor or capital meſſuage, or either of them belonging, or therewith uſed, or reputed as part, parcel or member of them, or either of them; and all thoſe the demeſne lands of the ſame manor, and all the rents of aſſize, and other rents and heriots due or payable within the ſaid manor, and all thoſe coppices and underwoods in Hillton aforeſaid, called the Kernes and Kapeſtall, and all the other meſſuages, lands and hereditaments whatſoever of them the ſaid *Anne Arnley* and *Charles Carr*, or either of them, or of any perſon or perſons in truſt for them, or either of them, in or near Hillton aforeſaid in the ſaid county of Hants, with their appurtenances; and alſo that he the ſaid *Francis Ferne* ſhall and may forthwith enter into and upon the ſaid premiſes, and receive, take and enjoy to his own uſe, all the rents, iſſues and profits thereof, which from Lady-day now laſt paſt are grown due, or ſhall grow due or payable; and alſo all fines for renewals of leaſes of the premiſes, and for admittances to copyhold eſtates holden of the ſaid manor, which ſince Lady-day now laſt paſt, have dropt or fallen in, or become due or payable, or which ſhall drop or fall in, or become due or payable by the death of any perſon or perſons for whoſe life or lives ſuch leaſes or copyhold eſtates are or were holden, or otherwiſe in reſpect of the premiſes, or any part thereof.

free from incumbrances. The parcels.

The purchaſer covenants to pay the money,

The ſaid *Francis Ferne*, in conſideration of the premiſes, and of the covenants and agreements herein before contained on the part and behalf of the ſaid *Anne Arnley* and *Charles Carr*, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Anne Arnley and Charles Carr*, their heirs, executors, and adminiſtrators, that he the ſaid *Francis Ferne*, his heirs, executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *Anne Arnley* and *Charles Carr*, or one of them, their or one of their heirs, executors or adminiſtrators, for the full and abſolute purchaſe of the ſaid manor, capital meſſuage, meſſuages, lands, hereditaments and premiſes, the ſum of ſix thouſand five hundred pounds, of lawful money of Great Britain, in the proportions and manner following; (that is to ſay) five hundred pounds part thereof, at the time of executing theſe preſents, and which he the ſaid *Francis Ferne* hath accordingly paid, (the receipt whereof they the ſaid *Anne Arnley* and *Charles Carr* do hereby acknowledge, and thereof and of every part thereof do acquit, releaſe and diſcharge the ſaid *Francis Ferne*, his heirs, executors, adminiſtrators and aſſigns for ever by theſe preſents,) and the ſum of ſix thouſand pounds reſidue of the ſaid ſix thouſand five hundred pounds purchaſe-money at the time of making and executing ſuch conveyances and aſſurances as aforeſaid.

part now paid.

Agreement, if a good title cannot be made, the premiſes to ſtand as a ſecurity for the money now paid and intereſt,

and the vendors covenant to pay the ſame, the profits to go in part of payment.

And It is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and particularly the ſaid *Anne Arnley* and *Charles Carr* do hereby declare and agree, that in caſe they cannot make out a good title to, and execute and perfect ſuch conveyances and aſſurances of the premiſes as aforeſaid, on or before the feaſt-day of St. Michael the archangel now next enſuing, then the ſaid manor, meſſuages, hereditaments and premiſes, and every part thereof, ſhall remain, and be a ſecurity to the ſaid *Francis Ferne* for ſecuring to him, his heirs, executors or adminiſtrators, the repayment of the ſaid ſum of one thouſand five hundred pounds now by him paid as aforeſaid at or upon the ſaid feaſt day of St. Michael the archangel now next enſuing, together with intereſt for the ſame after the rate of four pounds *per cent. per ann.* from henceforth in the mean time and until payment thereof, which in ſuch caſe they the ſaid *Anne Arnley* and *Charles Carr* do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, promiſe and agree to pay accordingly; and then alſo and in ſuch caſe all ſuch rents, p ofits, fines and monies as he the ſaid *Francis Ferne* ſhall have received by or out of the premiſes as aforeſaid, ſhall be deemed and allowed by him in part of payment of the ſame five hundred pounds and intereſt. In witneſs, &c.

*(Horſeman.)*

*Subſequent*

*Subsequent Agreements touching the Purchase of two Leases, a Time after executing the Purchase-Deeds being given for the Payment of the Money and parting with Deeds*, &c.

THIS Indenture made, *&c.* between the Reverend *J. S. &c.* of the one part, and the Right Honourable *W. L.* and Viscount *N.* Sir *J. M.* Knight of the Honourable Order of the Bath, and *J. B.* of, *&c.* executors, *&c.* of the other part. Whereas by indentures of lease and release, and assignment, the lease bearing date the day next before, and the release bearing even date herewith, and both executed before these presents, and made between the said *W. L.* and Sir *J. M.* and *J. B.* of the one part, and the said *J. S.* of the other part, whereby, after reciting in the said indenture of release, two several indentures of lease, or grant and demise, made and granted from and by the late and present Bishops of W. of several lands and hereditaments therein particularly mentioned unto them the said *W.* Lord *C.* Sir *J. M.* and *T. B.* and the said *E.* late Duke of K. the first of which leases being for three lives now in being, and the other for a certain term of twenty-one years therein mentioned; and further reciting *(inter alia)* certain articles of agreement, bearing date the 11th day of March, then and now lately past, and made between the said *W.* Lord C. of the one part, and *G. B.* of, *&c.* (for and on behalf of the said *J. S*) of the other part, whereby they the said *W.* Lord C. (in consideration of the sum of one thousand six hundred pounds, to be paid to them in manner as therein is mentioned,) had covenanted and agreed, on or before the first day of October then and now next ensuing, to convey, assign and assure unto the said *J. S.* the said two several indentures of lease, and the said several lands, hereditaments, and premises therein mentioned, and thereby respectively granted and demised, to hold unto the said *J. S.* his heirs, executors, administrators, and assigns, from Michaelmas-day, then and now next ensuing, for and during the said three lives, and the residue of the said term of twenty-one years then to come, in such manner as in the said articles is mentioned; It was witnessed, That in performance of the said articles, and in consideration of the said sum of one thousand six hundred pounds, paid or secured to be paid by the said *J. S.* to the said *W.* Lord C. they the said *W.* Lord C. *&c.* did grant, convey, and assign, unto the said *J. S.* his heirs, executors, administrators, and assigns, the said several and respective leases, and the lands and hereditaments thereby granted and demised for the said three lives, and for and during the then and now residue of the said term of twenty-one years, in such manner as in the said indenture of release is mentioned and expressed: upon which indenture of release there is a receipt indorsed and signed by them the said *W.* Lord C. *&c.* for the said one thousand six hundred pounds, purchase-monies, as in and by the said indentures of lease and release, and receipt thereon indorsed, duly executed and signed by them the said *W.* Lord C. *&c.* relation being to them respectively had, more fully may appear: And whereas, for some particular reasons it was thought proper and convenient, and signed by all the parties hereto, (testified by their executing hereof,) that the said indentures of lease, release and receipt, should before the first day of October be now executed and signed in manner as aforesaid, yet notwithstanding such execution thereof, the said sum of one thousand six hundred pounds, consideration-money in the said indenture of release mentioned, and for which such receipt given as aforesaid, has not been by the said *J. S.* as yet paid, nor was or is the same intended to be by him paid until Michaelmas-day now next ensuing; and that until payment thereof, it was and is further agreed, that they the said *W.* Lord C. *&c.* shall recover the rents of all the said premises, and have the custody as well of the said leases, and other deeds relating to the title of the said purchased premises, as also the said indentures of lease, release and assignment thereof, and that then on payment of the said purchase-monies, the same should be delivered to the said *J. S.* and that he from thenceforth should be intitled to, and have and receive the rents and profits of all the said premises, in such manner as herein after is mentioned: Now this Indenture witnesseth, and it is hereby agreed and declared by and between all the parties to these presents, that as well the said two leases, and all the title-deeds relating to the said purchased premises, as also the said indentures of lease, release and assignment thereof, shall remain in the hands of one of them the said *W.* Lord C. Sir *J. M* and *J. B.* until Michaelmas-day now next ensuing: And the said *J. S.* doth hereby acknowledge and declare, that the said sum of one thousand six hundred pounds, in the said indenture of release mentioned to be by him so paid as aforesaid, has not been by him as yet paid: And he the said *J. S.* for himself, his heirs, executors, administrators, and assigns, and for every of them, doth covenant, promise, and agree, to and with each of them the said *W.* Lord C. *&c.* their executors and assigns, by these presents, in manner as follows, *viz.* That he the said *J. S.* his heirs, executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid unto the said *W.* Lord C. *&c.* some or one of them, or to the executors or assigns of the survivor of them, at or in the now dwelling-house of, *&c.* the sum of one thousand six hundred pounds of, *&c.* on the said Michaelmas-day now next ensuing, or within —— days then next following, without any deduction or abatement whatsoever, (other than and except in case all or any the contigencies shall happen, as in the before-mentioned articles are excepted touching the three lives in manner as therein mentioned.) And also, That it shall and may be lawful, to and for them the said *W.* Lord C. *&c.* their executors and assigns, from henceforth peaceably and quietly to have, receive, and take the clear rents, issues, and profits, of all and singular the said leasehold premises, so purchased as aforesaid, until the said Michelmas-day now next ensuing, according to the true intent of these presents, and of the before mentioned articles for that purpose; any thing in the said in part recited indenture of release contained to the contray thereof notwithstanding: And each of them the said *W.* Lord C. *&c.* for themselves, their executors and assigns, do and doth covenant, promise, and agree, to and with the said *J. S.* his heirs and assigns, by these presents, in manner as follows, *viz.* That they the said *W.* Lord C. *&c.* some or one of them, shall and will pay the several rents, and perform the covenants in the before mentioned several leases reserved and contained on the lessee's part to be paid and performed; And also discharge all taxes due and payable for the said purchased premises, until Michaelmas-day now next ensuing; And also shall and will (on payment of the said sum of one thousand six hundred pounds, purchase-money, in manner as aforesaid) deliver, or cause to be delivered unto the said *J. S.* his heirs, executors, or assigns, as well the said two leases, and all other the title-deeds now in their or any of their custody or power relating to the said purchased premises, as also the before-mentioned indentures of lease and release, and assignment thereof, safe, whole, and uncancelled, (fire and all other inevitable accidents only excepted.) And further also, That it shall and may be lawful, to and for the said *J. S.* his heirs, executors, and assigns, on payment of the said

To bear even date with release.
Recitals, *viz.* The indenture of lease and release and the leases short therein.
The articles for the purchase.
Consideration of release, *&c.*
Also reasons for executing of the release before monies paid, and agreements touching the same after mentioned.
Present consideration and agreements and covenants, *&c. viz.* Purchase-deeds to remain in the sellers hands until Michaelmas-day next.
Purchaser's declaration that he has not paid purchase-monies, and that he will pay the same on Michaelmas-day next.
Sellers to receive rents of premises till said Michaelmas day next.
Covenants from the grantee, *viz.*
To pay rent and taxes till Michaelmas-day next, and then to deliver title-deeds on payment of the purchase-monies.

Purchaſer from thence to enjoy, &c.

A proviſo, if purchaſe-money be not paid at Michaelmas-day next, then this deed to be void.

ſaid one thouſand ſix hundred pounds purchaſe-monies, in manner as aforeſaid, from Michaelmas-day now next, to have, hold, poſſeſs, and enjoy all and ſingular the ſaid purchaſed premiſes, and to receive and take the rents and profits thereof, according to the true intent and meaning of the ſaid indenture of releaſe for that purpoſe; any thing to the contrary thereof notwithſtanding. **Provided always, and laſtly,** It is hereby expreſsly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them, and of theſe preſents, is, That in caſe default ſhould happen to be made in payment of the ſaid ſum of one thouſand ſix hundred pounds purchaſe-monies, or of any part thereof, on or before Michaelmas-day now next, or within the ſaid ——— days then next after, according to the true intent of the ſaid articles and of theſe preſents, that then and in ſuch caſe the ſaid herein before in part recited indentures of leaſe and releaſe, and the conveyance and aſſignment thereby made of the ſaid purchaſed hereditaments and premiſes, ſhall from henceforth be null, void, and of no effect; any thing to the contrary thereof in any wiſe notwithſtanding. **In witneſs,** *&c.*

*(Wood.)*

## *An Agreement between Coheirs and their Huſbands, touching Enjoyment of Freehold and Copyhold Eſtate of the Wives late Father's.*

Recital.

**THIS Indenture quadripartite,** made, *&c.* **Between** *S. F.* of, *&c.* and *M.* his wife, of the firſt part, *J. H.* of, *&c.* and *C.* his wife, of the ſecond part, *J. D.* of, *&c.* and *A.* his wife, of the third part, and *E. C.* of, *&c.* of the fourth part; (the ſaid *M. A. C.* and *E.* being the four daughters and coheirs of *G.* and *C.* late of, *&c.* deceaſed.) **Whereas** the ſaid *G. C* in his life-time, and at the time of his deceaſe, was ſeiſed in fee of all that freehold meſſuage, *&c.* with the appurtenances, in B. in the county of E. **and** alſo of, *&c.* being copyhold, and held in the manor of B. aforeſaid. now in poſſeſſion of *J. B.* Eſq; at the yearly rent of twenty-three pounds, and was alſo ſeized in fee of the three freehold meſſuages, *&c.* herein after mentioned, *(viz.)* of a meſſuage or a houſe, with the apurtenances, in B. aforeſaid, now in the poſſeſſion of, *&c.* at the yearly rent of ten pounds, a meſſuage or tenement in B. aforeſaid, and now in the poſſeſſion of ——, at the yearly rent of ten pounds, and a meſſuage or houſe, with the apurtenances in B. aforeſaid, now in the poſſeſſion of ———, at the yearly rent of ten pounds, and the ſaid *G. C.* was in his life-time, and at the time of his deceaſe, alſo ſeiſed in fee according to the cuſtom of the manor of B. aforeſaid, of the two copyhold meſſuages, herein after mentioned, *viz. &c.* a houſe with the appurtenances, in B. aforeſaid, now in the poſſeſſion of ———, at the yearly rent of four pounds, and one other houſe, with the appurtenances, in B. aforeſaid, now in the poſſeſſion of———, at the yearly rent of four pounds, which ſaid freehold and copyhold meſſuages or tenements and premiſes upon the deceaſe of the ſaid *G. C.* deſcended to the ſaid *M. A. C.* and *E.* as the four daughters and coheirs of the ſaid *G. C.* **Now this Indenture witneſſeth,** That the ſaid *S. F. J. H. J. D.* and *E. C.* do hereby, for themſelves ſeverally and reſpectively, and for their ſeveral reſpective heirs, executors, and adminiſtrators, and not jointly, or the one for the other, mutually and reciprocally covenant, promiſe, and agree to and with each other of them, their, his, and her heirs, executors, adminiſtrators, and aſſigns, to execute and perform the ſeveral articles, items, clauſes, matters, and things herein after ſpecified and contained, which on the part and behalf of the ſaid ſeveral parties reſpectively are herein after mentioned, and intended to be done, executed, and performed, (that is to ſay,) **That** the ſaid S. *F.* and *J. S.* ſhall receive and take to their own uſe the clear yearly rents, iſſues, and profits of the ſaid meſſuage or tenement, orchard, and premiſes, with the appurtenances, in poſſeſſion of the ſaid *J. B.* and of the ſaid two copyhold meſſuages or tenements and premiſes; with the appurtenances, in the poſſeſſion of the ſaid —— and —— which ſhall accrue due for the ſame from Michaelmas now next enſuing the date hereof; they the ſaid *S. F.* and *J. S.* (as long as they ſhall enjoy the ſame meſſuages or houſes and premiſes, paying yearly unto the ſaid *J. D.* and *E. C.* the ſum of eight pounds, in order to make the yearly rents of the meſſuages or tenements which they are to receive, equal with the rents of the premiſes, which the ſaid *S. F.* and *J. S.* are to receive as aforeſaid.) **And** the ſaid *J. D.* and *E. C.* ſhall alſo receive and take to their own uſe, the clear yearly rents, iſſues, and profits of the ſaid three freehold meſſuages or tenements, with their appurtenances in the poſſeſſion of the ſaid ———, which ſhall accrue due for the ſame premiſes from Michaelmas now next enſuing the date hereof. **And** in regard the ſaid meſſuages or tenements and premiſes are now much out of repair, the ſame are to be forthwith repaired and amended, and the charges thereof to be paid, borne, and ſuſtained by the ſaid parties to theſe preſents, in equal ſhares and proportions. **And** That after the ſaid premiſes are repaired, then the ſame are to be kept in tenantable repair, by and at the charge of the reſpective parties who receive the rents thereof; but in caſe any of the ſaid parties intitled to the profits of the ſaid premiſes, ſhall neglect keeping the ſaid premiſes in repair, after the ſame ſhall have been ſo repaired, as aforeſaid, then any of the other parties receiving the ſaid rents and profits, are hereby impowered upon ſuch neglect or default, to repair the ſaid premiſes, and to repay himſelf or themſelves out of ſuch rents and profits, which the party or parties ſo neglecting or making default, to repair the ſame, as aforeſaid, ſhall then be intitled to receive by virtue of theſe preſents; and the tenant or tenants of the ſame premiſes are hereby authoriſed, impowered, and directed to pay their reſpective rents accordingly. **And** in caſe the ſaid *S. F. J. S. J. D.* and *E. C.* ſhall be inclined to alter, diſcontinue, or make void theſe preſents, or any thing herein contained, then it ſhall be lawful for them to enter into any other agreement, and to annul or make void theſe preſents, or all or any the agreements herein comprized; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And laſtly,** The ſaid ſeveral parties to theſe preſents do hereby bind themſelves, their heirs, executors, and adminiſtrators, in the reſpective ſums of one hundred pounds, for the true performance and execution of the ſeveral covenants, clauſes, items, and agreements herein contained, and which are on their reſpective parts to be done, executed, and performed. **In witneſs** whereof the parties firſt above mentioned have hereunto ſet their hands and ſeals, the day and year firſt above written.

Covenants.

*Agreemr't*

*Agreement between Owners or Proprietors Common of Tenants in Common (by Conſent of the Lord of the Manor,) &c. to divide and incloſe the Common Fields, and to procure an * Act of Parliament for the Confirmation thereof.*

**Artirles** of Agreement *Quadripartite* indented, *&c.* **Between** the Right Honourable the Lord *W. M.* of the firſt part, Sir *J. D. &c.* Bart. of the ſecond part, the Reverend *A. B.* now Vicar of the pariſh church of K. in the county of M. (one of the Prebends of the cathedral church of L.) and *R. S.* (a leſſee of the ſame Prebend) of the third part, and *E. C.* Eſquire, *O. P.* Eſquire, *E. J.* Gentleman, *J. C. J. H. H. S. E. J. W. F. W. A T. W. &c.* (proprietors) of the fourth part, in manner as follows, *viz.*

Lord *M.* and Sir *J. D.* ſeiſed as Lords of the royalty of the manor of, *&c.*

**WHEREAS** the ſaid Lord *W. M.* and Sir *J. D.* or one of them, and their heirs are ſeiſed of, or reputed to be Lords of the royalty of the manor of K. in the pariſh of K. aforeſaid, and he the ſaid Sir *J. D.* is ſeiſed in fee to him and his heirs, of, in and to all the quit-rents of the ſaid manor, of the yearly value of ——— pounds, or thereabouts: **And whereas** there are four ſeveral large open common fields, not incloſed, in and belonging to the ſaid pariſh of K. commonly called or known by the ſeveral names of the O. Field, the S. Field, the T. Field, and G. Field, containing by eſtimation, forty eight yard-lands or thereabouts; **and alſo** a large piece or parcel of paſture-ground, called the Cow paſture, containing by eſtimation, —— acres or thereabouts: **And whereas** the ſaid *A. B.* and his ſucceſſors, as one of the Prebends of the cathedral church of L. are entitled to the great tithes ariſing and iſſuing out of the ſaid yard-lands, in the pariſh of K. aforeſaid, of the yearly value of ——— pounds, or thereabouts, and which have been demiſed to the ſaid *R. S.* for the term of twenty-one years, at the yearly rent of ——— pounds, or thereabouts: **And whereas** he the ſaid *A. B.* now Vicar, and all other perſons his ſucceſſors and Vicars of the ſaid pariſh for the time being, are entitled to the yearly ſum of two pounds for his tithes ariſing and iſſuing out of every the ſaid yard-lands in the pariſh of K. aforeſaid; and they the ſaid *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* as freeholders and proprietors of the ſaid yard-lands, in the pariſh of K. aforeſaid, are now poſſeſſed of, and intitled to the ſame in manner as follows: that is to ſay, The ſaid *E. C.*. to about nineteen yard-lands, the ſaid *O. P.* to about two yard-lands, the ſaid *E. J.* to about eight yard-lands, the ſaid *J. C.* to about three yard-lands, the ſaid *J. F.* to about four yard-lands, the ſaid *H. S.* to about four yard-lands, the ſaid *E. J.* to about four yard-lands, the ſaid *W. F.* to about one yard-land and one fourth of a yard-land, the ſaid *W. A.* to about one yard-land and one fourth of a yard-land, the ſaid *T. W.* to about one yard-land, *&c.* **And whereas** every of the ſaid proprietors have a right of common as well in the ſaid Cow Paſture, as alſo in the other commons in and belonging to the pariſh of K. aforeſaid, in proportion and according to their reſpective parts or ſhares in the ſaid yard-lands ſo reſpectively belonging to them, in the pariſh of K. aforeſaid: **And whereas** the ſeveral lands of each proprietor lie intermixed and diſperſed over the ſaid four common fields, and parcel of paſture-ground in ſmall parcels, which by long experience has been found very detrimental and inconvenient to the ſaid ſeveral proprietors, and has often occaſioned great diſputes among them: **And whereas** the ſaid four common fields not being incloſed, and being kept in conſtant tillage, and by the great difficulty and expence in carrying ſoil and manure to ſo many different and diſtinct places, and for want of incloſing, the ſame are greatly impoveriſhed, and as they are now uſed and occupied, are incapable of any improvement: **And whereas** the ſaid paſture, called the Cow Paſture, is now of little advantage to the ſaid proprietors, but if the ſame was divided and incloſed, and the reſpective proprietors at liberty to convert the ſame into tillage, might be greatly improved: **And whereas** the ſaid *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* the ſaid proprietors, parties to theſe preſents, in regard that if the ſaid four common fields and Cow Paſture were incloſed, the ſame will very much tend to their public good and mutual advantage, by and with the conſent and approbation of the Lord *W. M.* Sir *J. D. A. B.* and *R. S.* his leſſee (teſtified by their being parties to and executing of theſe preſents) **Have** mutually agreed, that the ſaid four common fields and Cow Paſture in K. aforeſaid, ſhall be divided, allotted, and aſſigned to every of the ſaid proprietors, parties hereto, as and for their ſeveral and reſpective parts and ſhares therein, by the commiſſioners herein after named, in ſuch manner as herein after is mentioned and expreſſed; And that each and every of them the ſaid proprietors, ſhall and will accept, and take their reſpective parts and ſhares of and in the ſaid premiſes, with and under ſuch reſtrictions, and ſubject in ſuch manner as the ſame ſhall be by the ſaid commiſſioners ſo ſet forth, allotted, and aſſigned; And that each of them the ſaid proprietors, at their reſpective charge, ſhall hedge and fence in their reſpective parts and ſhares of the ſaid four fields and Cow Paſture, ſo to be to them reſpectively ſet forth, allotted, and aſſigned, and keep the hedges and fences ſo to be made thereof, at their reſpective charge, at all times in good repair; And alſo that they the ſaid proprietors ſhall hold and enjoy their parts, ſo to be reſpectively ſet forth, allotted, and aſſigned, in ſeverally, and as ſeparate and diſtinct parcels of the ſaid four common fields and the ſaid Cow paſture, which they now enjoy, together with free liberty to plow and ſow the ſame in ſuch manner as they ſhall think fit; And that they the ſaid proprietors, parties hereto, at their charge in proportion, according to their reſpective yard-lands, ſhall and will uſe their endeavour to get an Act of Parliament for ſo doing, in ſuch manner as herein after is alſo mentioned and expreſſed: **Now theſe Preſents witneſs**, that they the ſaid *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* (parties hereto) in purſuance and part of performance of their ſaid recited agreement, ſeverally and not jointly, nor the one for the other, or for the heirs, executors, adminiſtrators, or aſſigns of the other, but each of them for himſelf, and for his own heirs, executors and adminiſtrators, and for his and their own acts only, **do**, and each of them **doth** covenant, promiſe and agree to and with each other of them, and to and with the heirs, executors, and adminiſtrators of each other by theſe preſents, in manner and form following, That is to ſay, That the ſaid four common and open fields, called by the ſeveral names of the, *&c.* alſo the ſaid

Four common fields not incloſed, containing about 48 yard-lands, and a large paſture ground. Preberd of *L.* intitled to great tithes which are now farmed by *R. S.*

Vicar of K. entitled to tithes.

To what quantity each proprietor is entitled of the yard-lands.

Their right of common in proportion to the yard-lands.

Lie intermixed.

Diſputes, *&c.*

Inconveniency of the four fields not being incloſed.

The paſture, by incloſure, might be improved.

The proprietors have agreed (with the conſent of Lord *M.* and Sir *J. D. A. B.* and *R. S.*) to incloſe and divide the premiſes, *&c.*

Accept their ſhares.

Make fences,

and ſhall enjoy their ſhares.

And ſhall uſe their endeavou to procure an Act of Parliament for ſo doing.

The parties covenant that the premiſes at the charges of the proprietors, ſhall be divided by commiſſioners, *&c.*

* Vide Acts of Parliament, Title Parliament.

ſaid piece of paſture ground, called the Cow Paſture, ſituate, &c. and all head-lands, balks, hades, ſlades, ditches, fences, and mounds thereunto belonging, ſhall, by and with the conſent and approbation of the ſaid Lord *W. M.* Sir *J. D. A. B.* and *R. S.* the leſſee, teſtified as aforeſaid, on or before, &c. which will be in the year, &c. at the proper coſt and charges of the ſaid ſeveral and reſpective proprietors, parties hereto, be allotted and divided by commiſſioners hereby appointed, or the ſurvivors of them, or any five or more of them, unto and amongſt the ſaid ſeveral proprietors in proportion to their reſpective intereſts, and according to their ſeveral yard-lands herein before particularly mentioned to be by them reſpectively now held and enjoyed, and that each of them, the ſaid proprietors and his heirs, ſhall hold and enjoy his part and ſhare ſo to be divided and allotted to him, of and in the ſaid four common fields and Cow Paſture, in ſeverally, and as a ſeparate and diſtinct farm, and ſhall have, hold, and enjoy the ſame eſtate and intereſt in the part ſo to be allotted, as he or they reſpectively now have in the ſaid four common fields and paſture ground, in reſpect and lieu whereof ſuch allotments are to be made; and that each of them the ſaid proprietors ſhall fence, hedge in, and incloſe the ſame, in ſuch manner and proportion as the ſaid commiſſioners, or the ſurvivors of them, or any five or more of them, ſhall, at the making of ſuch allotments, direct and appoint, and that the aforeſaid allotments, and the eſtates and conditions of the eſtates, and the number of acres, whereby each of the ſaid proprietors will be entitled to his allotment, ſhall be at their like coſts made in writing, and ſhall be enrolled at the General Quarter Seſſions to be held for the ſaid county of L. **Provided nevertheleſs,** That any thing herein contained ſhall not extend to give unto the ſaid commiſſioners, or any other perſon or perſons whatſoever, any power or authority in giving any undue preference, or the preferring one before another, to any of the ſaid proprietors parties hereto, in reſpect to their allotments or ſhares in the four common fields and Cow Paſture ground ſo to be new incloſed as aforeſaid; and that the ſaid commiſſioners, in making their allotments, ſhall have regard to the goodneſs and ſituation, as well as to the quantity of the lands to be aſſigned, and ſhall allot to each of the ſaid proprietors his ſhare and part, ſo that it may be contiguous and lie together, or as near as conveniently may be. **And whereas** great hurt and damage may happen unto the planting and ſetting quick-wood, or any other wood, for the fencing any part or parcel of the ſaid four fields and Cow Paſture ground, ſo to be incloſed as aforeſaid, by ſheep or cattle going in any of the lanes or roads which are to be left by incloſing the ſame: **Therefore it is hereby further agreed** by and between the ſaid proprietors, parties to theſe preſents, that every of the ſaid proprietors or owners of the ſaid new incloſure, ſhall have full liberty for, and during the term of —— years, from and after ſuch new incloſure made, to erect and ſet up any gate or gates acroſs any part or parts of the road or lanes againſt his or their lands, for keeping out ſheep and cattle, and to prevent their deſtroying any quick wood or other fence which ſhall be planted for incloſing any part or parcel of the ſaid four common fields and Cow Paſture ground ſo to be incloſed as aforeſaid: **And whereas** it will be requiſite that ſome convenient time ſhould be fixed for every of the ſaid proprietors to accept of their reſpective allotments or ſhares, which will be made by the ſaid commiſſioners in manner as herein above mentioned, for which purpoſe it is hereby further agreed and declared, by and between all and every of the ſaid parties to theſe preſents, that the ſaid commiſſioners or the ſurvivors of them, or any five or more of them, ſhall, within ſix calendar months after ſuch time as they ſhall have admeaſured the ſaid four common fields and Cow Paſture ground, and declared the number of acres contained therein, divide and aſſign to, and amongſt the ſaid ſeveral proprietors of the ſaid four common fields and Cow Paſture ground, their reſpective allotments and ſhares; which ſeveral allotments or ſhares, the ſaid proprietors ſhall accept, hold, and enjoy, in manner as aforeſaid, and ſhall fence and incloſe the ſame in ſuch manner, and in ſuch time, as the ſaid commiſſioners or the ſurvivors of them, or any five or more of them, ſhall direct and appoint; and that if any difference ſhall ariſe touching the ſowing, laying down, accepting, or incloſing the ſaid reſpective ſhares, or touching any allowance or ſatisfaction to be made for the growing corn or for manure, or concerning any intereſt of the ſaid proprietors, the ſaid commiſſioners, or any five or more of them, ſhall have full power and authority, and are by the ſaid parties to theſe preſents hereby impowered and authoriſed to hear and finally determine the ſame. **And it is hereby further agreed** and declared by and between the ſaid parties to theſe preſents, that the ſaid commiſſioners hereby appointed, or any five of them, ſhall lay out, aſſign, and allot, (in ſuch place or places of the ſaid four common fields or Cow Paſture ground ſo to be incloſed as aforeſaid) as they ſhall judge moſt proper, fit, and convenient roads and paſſages for all perſons and carriages paſſing through the ſame; and that the ſaid roads and paſſages ſhall not be leſs than twenty feet of aſſize in breadth, to the end and intent that two carriages may paſs and repaſs therein at one and the ſame time; **and it is hereby further agreed and declared** by and between all the ſaid parties to theſe preſents, that the ſaid commiſſioners, or any five or more of them, ſhall aſcertain and appoint the public and private highways or roads already made, or to be made on the ſaid four common fields and Cow Paſture ground, or new incloſure thereof ſo to be made as aforeſaid, with the aſſize or breadth of each of them reſpectively (ſo that the breadth of the ſaid public roads ſhall remain thirty feet wide, and the other roads twenty feet wide at leaſt) under their hands and ſeals, and that the ſame ſhall be enrolled at the ſaid General Quarter Seſſions; and that it ſhall not be lawful for any perſon or perſons hereafter to uſe any other way or roads over the ſaid intended new incloſure, either on foot, or with any horſe, mule, or aſs, or with any coach, calaſh, chariot, or chaiſe, or with any waggon, cart, or other carriage, but ſuch highways or roads as the ſaid commiſſioners ſhall ſo aſcertain and appoint as aforeſaid; and that the ſaid commiſſioners, or any of them, ſhall not ſtop or turn any of the preſent high roads leading over the ſaid four common fields or Cow Paſture ground, or to appoint how, or by whom the ſame, or any of them, ſhall be repaired, but that the ſame ſhall, from time to time be amended and repaired by ſuch of the ſaid proprietors as ſhall be intereſted in the ſaid new incloſure, in proportion and according to their reſpective ſhares or intereſts therein; and it is hereby further agreed and declared by and between all and every the ſaid parties to theſe preſents, that in the ſaid Act of Parliament ſo to be obtained as aforeſaid, there ſhall be a clauſe inſerted and thereby enacted, that the executors, guardians, or truſtees of any perſon or perſons under age, or otherwiſe incapable by law, to accept of ſuch allotments as ſhall be made by the commiſſioners, ſhall be thereby enabled to accept thereof, for the uſe of ſuch perſon or perſons, infants, as if the ſaid perſons had been of full age, or capable of acting for themſelves; **and it is hereby further agreed** and declared by and between all and every of the ſaid parties to theſe preſents, that nothing herein, or in the ſaid Act of Parliament agreed to, be had for the confirmation of theſe preſent articles, or any thing in the ſaid act to be contained, ſhall be conſtrued, adjudged, deemed, or taken to bar, hinder or prejudice the ſaid Lord *W. M.* and Sir *J. D.* or either

The commiſſioners not to give undue preference.

What they ſhall have regard to, and how they ſhall act.

Preſervation of quick-wood hedges.

When the proprietors ſhall accept their ſhares.

Fencing.

Differences how accommodated.

Roads.

either of them, or their reſpective heirs, as to their reſpective rights and intereſt to the royalty of the lordſhip of the manor of K. aforeſaid, or the ſaid Sir *J. D.* and his heirs, in reſpect of his and their having, receiving and enjoying of all the quit-rents of the ſaid manor ſo belonging to him, as aforeſaid, nor the ſaid *A. B.* and his ſucceſſors, as one of the Prebends of the cathedral church of L. aforeſaid, or the ſaid *R. S.* the now leſſee of the ſaid great tithes, during the continuance of the ſaid leaſe, from receiving the ſaid great tithes ariſing out of the ſaid four common fields and Cow Paſture ground ſo to be incloſed as aforeſaid, or the ſaid *A.* now Vicar of K. aforeſaid, or his ſucceſſors, Vicars there, from receiving the ſaid yearly ſum of two ſhillings for his tithes ariſing and iſſuing out of every of the ſaid yard lands in the pariſh of K. aforeſaid; nor ſhall any clauſe or article in theſe preſents, or any thing in the ſaid Act of Parliament, ſo to be had as aforeſaid, extend or be conſtrued, deemed, or be judged or taken to revoke, make void, or in any wiſe alter any deed or deeds, ſettlement or ſettlements, limitation or limitations whatſoever, already made of the ſaid premiſes ſo to be new incloſed as aforeſaid; and that each and every of the ſaid proprietors, parties hereto, ſhall ſtand and be ſeiſed of their ſaid ſeveral allotments or ſhares ſo to be reſpectively aſſigned and to be accepted by him or them to the ſame uſe or uſes, and ſubject to the ſame limitations, effects, truſts, and intereſt, as they the ſaid reſpective proprietors now have and enjoy the ſame; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And laſtly,** That they the ſaid proprietors, parties to theſe preſents, ſhall and will, on or before the——day of, *&c.*. which will be in the year, *&c.* at their charge in proportion according to their reſpective yard-lands, now by them held and enjoyed in manner as aforeſaid, uſe their endeavour to get an Act of Parliament for confirmation of theſe preſent articles, according to the ſeveral agreements, and ſubject to ſuch proviſoes and reſtrictions, and ſaving of ſuch rights and claims, which they the ſaid Lord *W. M.* Sir *J. D. A. B.* and his ſucceſſors, and the Vicar for the time being, and his ſucceſſors, can or may have or claim, of, in and to the ſaid premiſes, in ſuch manner as are herein before particularly mentioned and expreſſed, and alſo all ſuch other ſavings, reſervations, and all other clauſes, powers, and reſtrictions, as in Acts of Parliament for incloſure of lands are uſually made, expreſſed, ſaved and reſerved. **In witneſs,** *&c.*

A clauſe to be in the act to be obtained. Not to prejudice the Lord of the manor, *&c.* Nor alter any ſettlement, *&c.* concerning the premiſes to be incloſed. But the proprietors ſhall ſtand ſeiſed, *&c.* of their allotments to the ſame uſes, *&c.* as heretofore, to get an act to confirm theſe articles.

*(Wood.)*

*Articles for the Sale of an Eſtate, now in Mortgage to the Purchaſer and another Perſon. The Purchaſer buys ſubject to the other Incumbrance, is to be allowed his own Money, and to pay a further Sum, and to pay a Rent charge for the Life of the Vendor.*

**Articles of Agreement** idented, had, made, concluded, and agreed upon this ſixth day of July, 1773, between *Adam Aſhton*, of Axton, in the county of Flint, Eſquire, of the one part, and *Benjamin Bing*, of Axton aforeſaid, Clothier, of the other part, as follows:

**WHEREAS** there is now due and owing from the ſaid *Adam Aſhton* to *Charles Creke*, of Cheſter, Merchant, on mortgage and ſecurity of the manor, capital meſſuage, meſſuages, lands, tenements, and hereditaments herein after mentioned, or ſome part thereof, the ſum of three thouſand five hundred pounds, principal money, with an arrear of intereſt. **And** there is likewiſe due and owing from the ſaid *Adam Aſhton* to the ſaid *Benjamin Bing* on ſecurity of the ſaid manor and premiſes, or ſome part thereof by two ſeveral mortgages thereon, the ſum of four thouſand pounds principal money, with an arrear of intereſt. **And whereas** the ſaid *Adam Aſhton* hath agreed with the ſaid *Benjamin Bing* abſolutely to ſell and convey the ſaid manor, hereditaments, and premiſes, and all his the ſaid *Adam Aſhton*'s eſtate, equity of redemption, right, title, and intereſt therein, unto him the ſaid *Benjamin Bing* and his heirs; in conſideration whereof the ſaid *Benjamin Bing* hath agreed as well to pay to the ſaid *Adam Aſhton* in full for the abſolute purchaſe of the ſaid manor, hereditaments, and premiſes, ſo much money as, together with the ſaid principal ſums of three thouſand five hundred pounds, and four thouſand pounds, and the intereſt in arrear for the ſame, will make up and amount to the full ſum of nine thouſand pounds, and alſo to pay unto the ſaid *Adam Aſhton* one annuity or clear yearly ſum of four hundred and fifty pounds during his life, payable half-yearly, free of taxes, and likewiſe to acquit, releaſe, and indemnify the ſaid *Adam Aſhton*, his heirs, executors, and adminiſtrators, from the payment of the ſaid ſeveral ſums of three thouſand five hundred pounds, and four thouſand pounds and intereſt, which are to be deemed as part of the purchaſe money, and as ſuch to be paid off and releaſed reſpectively by the ſaid *Benjamin Bing*. **Now theſe preſents witneſs.** And firſt, the ſaid *Adam Aſhton*, in purſuance of the ſaid recited agreement on his part to be performed, and in conſideration of the covenant and agreement herein after contained on the part of the ſaid *Benjamin Bing*, **doth** hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid *Benjamin Bing*, his heirs, executors, adminiſtrators, and aſſigns, that he the ſaid *Adam Aſhton*, or his heirs, ſhall and will on or before the feaſt day of St. Michael the Archangel next enſuing the date hereof, make out a good title unto, and by ſuch good and ſufficient conveyances and aſſurances in the law, with reaſonable covenants, as he the ſaid *Benjamin Bing*, his heirs or aſſigns, or his or their counſel ſhall adviſe or approve of, effectually convey and aſſure, or cauſe to be conveyed and aſſured unto, and to the uſe of the ſaid *Benjamin Bing*, his heirs and aſſigns, or to ſuch perſon or perſons, as he or they ſhall in that behalf nominate and appoint, free from incumbrances, (except only the mortgages above mentioned) **all that** the manor or lordſhip of Dans, in the ſaid county of Flint, with the rights, royalties, markets, fairs, franchiſes, profits, privileges, hereditaments, and appurtenances whatſoever thereunto belonging, incident, or in any wiſe appertaining or reputed as part thereof; **and alſo** all that capital meſſuage or manor-houſe, called Falles, in Dans aforeſaid, with all houſes, out-houſes, barns, ſtables, buildings, yards, gardens, orchards, hereditaments, and appurtenances thereunto belonging, or in any wiſe appertaining; and all the demeſne lands of the ſaid manor, and all other lands, tenements, and hereditaments whatſoever to the ſaid manor and capital meſſuage, or either of them, belonging or appertaining, or therewith uſed, or reputed as part, parcel, or member of them, or either of them, in the ſaid county of Flint; and all other the manors, meſſuages, farms, lands, tenements, and hereditaments whatſoever of him the ſaid *Adam Aſhton*, or of any perſon or perſons in truſt for him, ſituate and being in or near Dans aforeſaid, in the ſaid county of Flint, with their and every of their ap-

Recital of a ſum due by mortgage to a third perſon, and of money due by two mortgages to the purchaſer, and of the agreement for the abſolute ſale, *&c.* at a certain price in a ſum of money, and an annuity for life.

The vendor covenants to make a good title, and to convey free from incumbrances, (except the mortgages) The parcels.

 purtenances,

The purchaſer covenants to pay the reſt of the money,

purtenances. The ſaid *Benjamin Bing*, in purſuance of the ſaid recited agreement on his part to be performed, and in conſideration of the covenant and agreement herein before contained on the part and behalf of the ſaid *Adam Aſhton*, Doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant, and agree, to and with the ſaid *Adam Aſhton*, his heirs, executors, and adminiſtrators, that he the ſaid *Benjamin Bing*, his heirs, executors, or adminiſtrators, ſhall and will pay or cauſe to be paid unto the ſaid *Adam Aſhton*, his heirs, executors, or adminiſtrators, at the time of making and executing ſuch conveyances and aſſurances as aforeſaid, ſo much current money of Great Britain, as, together with the ſaid ſeveral ſums of three thouſand five hundred pounds and four thouſand pounds, and the intereſt then due and in arrear for the ſame, will make up and amount to the full ſum of nine thouſand pounds; And alſo

and to pay the third perſon's mortgage and intereſt,

ſhall and will pay off and diſcharge the ſaid ſum of three thouſand five hundred pounds, and intereſt to grow due for the ſame, unto the ſaid *Charles Creke*, and indemnify him the ſaid *Adam Aſhton*, therefrom, and ſhall alſo acquit and releaſe him from the payment of the ſaid four thouſand pounds and intereſt; and

and to pay the rent-charge.

alſo ſhall and will well and truly pay, and to the ſatisfaction of the ſaid *Adam Aſhton*, or his counſel, ſecure to be paid out of the ſaid manor and premiſes unto him the ſaid *Adam Aſhton* or his aſſigns, during his life, one annuity or clear yearly rent-charge of four hundred and fifty pounds of like money, free of all taxes and other deductions whatſoever, the ſame annuity or yearly rent-charge to be paid to him the ſaid *Adam Aſhton* by two equal half-yearly payments in every year; the firſt half year's payment thereof to be made at Lady-day now next enſuing, in caſe ſuch conveyances and aſſurances ſhall be made and perfected as aforeſaid at or before Michaelmas next; which ſaid ſeveral ſums of money and annuity or rent-charge ſo to be paid and ſecured by the ſaid *Benjamin Bing*, together with the ſaid ſum of four thouſand pounds and intereſt ſo due and owing to him on ſecurity of the premiſes, and from which the ſaid *Adam Aſhton* is to be acquitted and releaſed as aforeſaid, are hereby declared by the ſaid parties to be in full for the abſolute purchaſe of the ſaid manor, meſſuages, lands, hereditaments, and premiſes, and of the equity of redemption thereof In witneſs, *&c.*

*(Horſeman.)*

*Covenant by the Purchaſer to pay Part of the Purchaſe-Money on executing the Purchaſe Deeds, and make a Mortgage to the Seller to ſecure the Payment of the Reſidue.*

AND the ſaid *S. P.* for himſelf, his heirs, executors, and adminiſtrators, Doth hereby covenant, promiſe, grant, and agree, to and with the ſaid *W. S.* his heirs and aſſigns, that upon making and executing ſuch aſſurance and conveyance of the ſaid premiſes as aforeſaid, he the ſaid *S. P.* his heirs and aſſigns, ſhall and will pay or cauſe to be paid unto the ſaid *W. S.* his heirs, executors, or aſſigns, the ſum of one thouſand pounds, part of the ſaid purchaſe-money, and ſhall at the ſame time make, ſeal, and execute, to the ſaid *W. S.* his executors or aſſigns, or to ſuch perſons as he ſhall appoint, a mortgage or ſecurity of all the ſaid premiſes intended to be conveyed, for the term of one thouſand years, or ſome long term of years, for ſecuring the payment to him of three hundred pounds, other part of the ſaid purchaſe-money, on the —— day of ——— next enſuing the date hereof; and for the payment of two thouſand pounds reſidue of the ſaid purchaſe-money to him the ſaid *W. S.* his executors or aſſigns, at the end of —— years, to begin and be accounted from the ſaid ——— day of ——— next, being the time agreed on for the executing of the ſaid conveyances, with intereſt from the ſaid day during the ſaid term of ——— years, to the time of payment of the ſaid principal ſum, after the rate of ——— *per cent. per annum*, freed of all taxes, payments, and impoſitions whatſoever, to be paid half-yearly; the firſt payment to be made on the ——— day of ——— then and now firſt coming. And it is agreed that the ſaid *S. P.* his heirs and

When the purchaſer ſhall enter.

aſſigns ſhall enter on the ſaid premiſes from the time above-mentioned for executing the ſaid conveyances, and be entitled to the rents and profits thereof from the —— day of this inſtant ———: And alſo it is mutually agreed by and between the ſaid parties, that the contract or agreement ſome time ſince entered

Future agreements to make leaſes void,

into and made by and between the ſaid *W. S. S. P.* and *H. B.* of G. Gentleman, for leaſes of the ſaid premiſes and coal mines, ſhall be vacated and void to all intents and purpoſes: And the ſaid *W. S.* and *S. P.* for themſelves, their heirs, executors, and adminiſtrators, do hereby mutually bind and oblige him and themſelves to each other, in the penal ſum of ſix thouſand eight hundred pounds for the full and due obſervance and performance of theſe preſent articles, and every clauſe and agreement herein contained. In witneſs, *&c.*

Penalty.

*An Agreement between three Executors for the faithful Execution of a Will, mutual Covenants that each is poſſeſſed of one Third of the Teſtator's Effects come to their Hands, and that they will account,* &c. *for what happens* in futuro.

THIS Indenture tripartite made the, *&c.* Between Sir *P. F.* of, *&c.* of the firſt part, *R. F.* of, *&c.* of the ſecond part, and *R. B.* of, *&c.* of the third part. Whereas *K. M.* late of, *&c.* late

Recital of teſtatrix's will, whereby ſhe appoints three executors.

wife of *B. M.* Eſquire, deceaſed, did by her laſt will and teſtament, bearing date, *&c.* make and ordain the ſaid Sir *P. B. R. F.* and *R. B.* her executors of her ſaid laſt will and teſtament, and did thereby commit unto them great confidence in truſt, for the diſpoſing of her goods and chattels and of ſome profits of lands, and for the full, due, and faithful execution of the ſaid laſt will and teſtament of the ſaid *K. M.* as by the ſaid laſt will and teſtament more at large appears; Now this preſent Indenture witneſſeth, That for the better and more ſure performance of the truſt and confidence in the ſaid parties to theſe preſents repoſed, and for the full and perfect manifeſtation of their careful intentions and great reſpect they have of the juſt and true execution thereof, that it is covenanted, granted, concluded, condeſcended, and fully agreed by

Mutual covenant that each executor is poſſeſſed of his ſhare of teſtator's effects.

and between the ſaid parties to theſe preſents, and every of them doth covenant, conclude and agree, to and with the other in manner and form following; That whereas the ſaid Sir *P.* hath, poſſeſſeth an equal and third part of all the goods, chattels, plate, jewels, and ſums of money, which have in any wiſe as yet come to the hands or poſſeſſion of the ſaid Sir *P. F. R. F.* and *R. B.* and every or any of them, as executors of the laſt will and teſtament of the ſaid *K. M.* or a full third part of the true and juſt value of them, being accounted and divided into three ſeveral parts; and the ſaid *R. F.* one other equal and juſt third part of the ſaid goods, chattels, plate, jewels, and ſums of money, or a full third part

of

of the true and full value thereof; and the ſaid *R. B.* one other equal and juſt third part of the ſaid goods, chattels, plate, jewels, and ſums of money, or a full third part of a true and juſt value thereof; as by three ſeveral books of particulars, one of which remaineth in the poſſeſſion of the ſaid Sir *P. F.* one other in the poſſeſſion of the ſaid *R. F.* and the other in the poſſeſſion of the ſaid *R. B.* and being ſubſcribed with every one of their ſaid names, doth and may appear: **Now** the ſaid Sir *P. F.* for himſelf, his heirs, executors, and adminiſtrators, doth covenant and grant to and with the ſaid *R. F.* and *R. B.* and either of them, their and either of their executors and adminiſtrators, and every of them by theſe preſents, that the ſaid *R. F.* and *R. B.* their and either of their executors, adminiſtrators, and aſſigns, ſhall and may have, retain, keep, or diſpoſe of their ſaid ſeveral third parts of the ſaid goods, chattels, and ſums of money, towards the performance of the ſaid laſt will and teſtament and covenants in theſe preſents contained, in caſe the ſaid ſaid Sir *P. F.* ſhall ſurvive the ſaid *R. F.* and *R. B.* or either of them: **And alſo,** that if at any time or times hereafter any more goods, *&c.* ſhall come unto the hands or poſſeſſion or the ſaid Sir *P. F.* his, *&c.* for or by reaſon of the executorſhip of the laſt will and teſtament of the ſaid *K. M.* that then he the ſaid Sir *P. F.* his, *&c.* ſhall and will, within —— months next after reaſonable requeſt to him or them to be made, pay, and deliver one juſt and equal third part, or the true value thereof, to the ſaid *R. F.* his, *&c.* and one other juſt and equal third part, or the true value thereof, unto the ſaid *J. B.* his, *&c.* **And alſo** that he the ſaid Sir *P. F.* his, *&c.* ſhall and will well and truly ſatisfy or pay, or cauſe to be ſatisfied, one full third part of all and every legacy and legacies, bequeſt and bequeſts, and of all debts and other matters and things ariſing, growing due, payable or anſwerable, or to be due or payable, for or by reaſon of the ſaid laſt will and teſtament, or for the execution of the ſame, or thereof ſhall and will, within three months next after reaſonable requeſt, acquit, diſcharge, or ſave harmleſs the ſaid *R. F.* and *R. B.* and either of them, their and either of their executors, *&c.* and every of them: **And** that neither the ſaid Sir *P. F.* at any time heretofore hath done, nor he, his, *&c.* nor any of them at any time, willingly or wittingly will do, procure, or cauſe to be done, any manner of act or thing, without the conſent of the ſaid *R. F.* and *R. B.* their, *&c.* that ſhall or may be any impediment or hindrance to the execution of the ſaid laſt will and teſtament of the ſaid *K. M.* or whereby the ſaid *R. F.* and *R. B.* or either of them, their or either of their heirs, *&c.* may be in any ſort charged or hindered, contrary to the true meaning of the ſame: **And** the ſaid *R. F.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid Sir *P. F.* and *R. B.* *(ut ſupra)* and the like covenant from the other executor. **In witneſs** whereof the ſaid Sir *P. F.* and *R. F.* to one part of this indenture *tripartite*, remaining in the cuſtody of Sir *P. F.* and the ſaid *R. B.* and *R. F.* to one other part of this indenture, remaining in the cuſtody of Sir *P. F.* and the ſaid Sir *P.* and *R. B.* one other part hereof, remaining in the cuſtody of the ſaid *R. F.* have ſet their hands and ſeals the day and year firſt above written.

*(Wood.)*

One executor covenants with the other two that they ſhall keep their third parts towards the performance of the will, *&c.* in caſe he ſurvives them.

And that if any more goods come to his hands, he ſhall deliver to the others each a third part, and pay one third part of legacies, *&c.* and indemnify the other executors.

## *Articles for the Purchaſe of a Leaſehold Eſtate, Part of the Money now paid, and the Reſidue to be paid to Mortgagees and Aſſignor, on executing a good Aſſignment, &c.*

**Articles,** *&c.* **Between** *A. B.* of, *&c.* (adminiſtrator of all and ſingular the goods and chattels, rights and credits of *C. D.* and *G.* his wife) of the one part, and *J. C.* of, *&c.* of the other part, as follows.

Recitals, *viz.* As to the original leaſe.

**Whereas** *E. F.* by this indenture of leaſe, bearing date, *&c.* (for the conſideration therein mentioned) did demiſe and grant unto *J. M.* therein named, a piece of ground lying in, *&c.* containing the ſeveral dimenſions or number of feet as therein are particularly mentioned and deſcribed: **To hold** to the ſaid *J. M.* his, *&c.* from the day of the date of the ſaid indenture, for and during the full term of three hundred years, from thence next enſuing, at and under the yearly rent of ten ſhillings. **And whereas** by virtue of ſeveral meſne aſſignments, wills, adminiſtrations, or other good aſſurances in law, the ſaid piece of ground, and two meſſuages, *&c.* on part of the ſaid piece of ground, and as the ſame are ſituate, *&c.* and now in the ſeveral occupations of, *&c.* are now legally become veſted in the ſaid *A. B.* for the reſidue of the ſaid term of three hundred years, *(ſubject nevertheleſs* to the payment of all ſuch principal and intereſt monies as are now juſtly due and owing to the executors of *A. S.* deceaſed, by virtue of ſeveral ſecurities to him and them made of the ſaid premiſes:) **And whereas** the ſaid *J. C.* hath contracted and agreed with the ſaid *A. B.* for the abſolute purchaſe of all his eſtate, right, term of years and intereſt, of, in, and to the ſaid piece of ground, two meſſuages or tenements, and a ground-rent of three ſhillings and four pence herein after mentioned, for the ſum of one thouſand pounds, to be by him paid in ſuch manner as herein after is mentioned: And it was and is agreed between them, That the ſaid *J. C.* ſhall have the immediate and quiet poſſeſſion of the ſaid premiſes, and from henceforth be entitled to receive the rents and profits thereof, to be due at and from Michaelmas-day now next enſuing, (other than and except all ſuch arrears of rent as were due at Midſummer-day laſt, *(ſubject nevertheleſs* in ſuch manner as herein after is mentioned:) **Now theſe preſents witneſs,** That for and in conſideration of the ſum of four hundred pounds, of, *&c.* (part of the ſaid one thouſand pounds purchaſe-money) to the ſaid *A. B.* in hand paid by the ſaid *J. C.* at, *&c.* the receipt, *&c.* and alſo for and in conſideration of the further ſum of ſix hundred pounds of like money, (reſidue of the ſaid purchaſe-money) to be paid by the ſaid *J. C.* in diſcharge of the before mentioned ſecurities, in ſuch manner as herein after is mentioned, he the ſaid *A. B.* for himſelf, his heirs, executors, and adminiſtrators, **Doth** hereby covenant, promiſe, and agree, to and with the ſaid *J. C.* his executors, adminiſtrators, and aſſigns, in manner following, *viz.* That he the ſaid *A. B.* his executors or adminiſtrators, and all and every other perſons whomſoever, lawfully claiming by, from or under him, or them, or by, from or under the ſaid *C. D.* and *G.* his wife, or either of them, ſhall and will, on or before the 25th day of December now next enſuing, duly ſign, ſeal, execute, and deliver unto the ſaid *J. C.* his executors, adminiſtrators, and aſſigns, and as by his or their counſel learned in the law, ſhall in that behalf, be reaſonably adviſed and required, a good and ſufficient aſſignment and aſſurance, as well of the ſaid recited indenture of leaſe, and all the ſaid piece of ground thereby demiſed, as alſo the ſaid two meſſuages or tenements built on part thereof, with their appurtenances, now in the ſeveral occupations of, *&c.* and likewiſe of a ground-rent of three ſhillings and four-pence reſerved and payable for another meſſuage, (lately ſold) built on other part of the ſaid piece of ground, for the reſidue of the ſaid term of three hundred years, which ſhall be then to come and unexpired, free and clear of all charges and incumbrances whatſoever,

As to meſne aſſignment;

As to contract for purchaſe.

Leſſor covenants to aſſign to leſſee.

Time.

The premiſes.

free from incumbrances,

except, &c. subject, &c. Quiet enjoyment.

ever, (Save and except the ſecurities made to the ſaid *A. S.* and his executors as aforeſaid,) **ſubject nevertheleſs** to the payment of the ſaid yearly ground-rent of ten ſhillings, and to the ſeveral covenants, conditions and agreements in the ſaid recited indenture of leaſe reſerved and contained, and which from henceforth on the leſſee's or aſſignee's part are to be paid, done and performed: **And alſo** that he the ſaid *J. C.* his executors, adminiſtrators and aſſigns, ſhall and lawfully may enter upon, and from henceforth peaceably and quietly hold, poſſeſs and enjoy the ſaid piece of ground, two meſſuages or tenements, with their appurtenances, and be entitled to, and have and receive the rents and profits thereof, and alſo the ſaid ground-rent of three ſhillings and four-pence per annum, to and for his and their own uſe and benefit, *without* any let, ſuit, interruption or diſturbance whatſoever, of or by him the ſaid *A. B.* his executors or adminiſtrators, or of or by any other perſon or perſons whomſoever, lawfully claiming or to claim the ſaid premiſes by, from or under him or them, or by, from or under the ſaid *C. D.* and *G.* his wife, or either of them; **Subject nevertheleſs** to the payment of all ſuch principal and intereſt monies as are now juſtly due and owing to the ſaid executors of the ſaid *C. S.* by virtue of the ſeveral ſecurities ſo made to him and them of the ſaid premiſes as aforeſaid. **And theſe preſents further witneſs,** and the ſaid *J. C.* for himſelf, his heirs, executors, adminiſtrators, and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *A. B.* his executors and aſſigns, in manner following, *viz.* That he the ſaid *J. C.* his executors or adminiſtrators, at the time of executing to him and them of ſuch good and ſufficient aſſignment and aſſurance in the law, as aforeſaid, of the ſaid two meſſuages or tenements, ground-rent, and premiſes, with their appurtenances, by him the ſaid *A. B.* and the executor or other repreſentatives of the ſaid *A. S.* or by their reſpective executors or adminiſtrators, and in conſideration thereof ſhall and will well and truly pay, or cauſe to be paid, the ſum of four hundred pounds of lawful money of Great Britain, (reſidue of the ſaid one thouſand pounds purchaſe-money) in manner as follows, *viz.* So much and ſuch part of the ſaid ſum as ſhall be ſufficient to pay off, ſatisfy and diſcharge unto the ſaid executors, or other repreſentatives of the ſaid *A. S.* all and every ſuch ſum and ſums of money as ſhall appear to be juſtly due and owing unto them for principal and intereſt monies, by virtue of the before-mentioned ſecurities made to him and them of the ſaid premiſes by the ſaid *C. D.* and *G.* his wife, as aforeſaid; and from, and after full payment thereof, that then he the ſaid *J. C.* his executors or adminiſtrators ſhall and will at the ſame time well and truly pay or cauſe to be paid the reſidue or ſurplus of the ſaid ſum of ſix hundred pounds unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns: **Which** ſaid ſum of four hundred pounds now paid, and the ſaid ſum of ſix hundred pounds to be paid in manner as aforeſaid, when paid (making together the ſaid ſum of one thouſand pounds) is by him the ſaid *A. B.* hereby agreed and declared to be in full for the abſolute purchaſe of all his the ſaid *A. B*'s eſtate, right, title, intereſt, term of years to come, intereſt and equity of redemption, of, in and to the ſaid piece of ground, two meſſuages or tenements, ground-rent and premiſes. **And** for the true performance of the covenants and agreements herein before contained, on the part and behalf of the ſaid *A. B.* to be done and performed, he the ſaid *A. B.* doth hereby bind himſelf, his executors and adminiſtrators, unto the ſaid *J. C.* his executors, adminiſtrators, and aſſigns, in the penal ſum of one thouſand pounds of lawful money of Great Britain, firmly by theſe preſents. **And laſtly,** for the true performance of the covenants and agreements herein before contained, on the part and behalf of the ſaid *J. C.* to be paid, done and performed, he the ſaid *J. C.* doth hereby bind himſelf, his executors and adminiſtrators, unto the ſaid *A. B.* his executors, adminiſtrators, and aſſigns, in the like penal ſum of one thouſand pounds of like lawful money, firmly by theſe preſents. **In witneſs,** &c.

Aſſignees covenant to pay reſidue of purchaſe money to the mortgagees, and ſurplus to aſſignor.

Both ſums in full for purchaſe.

As to each party's binding himſelf to performance, &c.

*(Drawn by Mr. Fazakerley.)*

## *An Agreement to aſcertain the Number of Cattle each Perſon has a Right to keep on a Common, and to make ſeveral other Regulations as to the Corn Fields,* &c.*

**Articles of Agreement** indented, &c. **Between** *M. B.* of, &c. *C. D.* of, &c. *E. F.* of, &c. (being all of them owners or occupiers of lands, tenements and hereditaments, ſituate, lying, and being within the pariſh, precincts, common fields, meadows and commonable places of G. in the county of L. of the one part, and *R. R.* of, &c. Eſq; *W. F.* of, &c. Gentleman, and *E. W.* of, &c. Gentleman, and *T. T.* of, &c. Yeoman, of the other part.

Recital of ſeveral perſons having ſurcharged the common to the prejudice of others having right.

**Whereas** divers perſons who now are and have been the proprietors, owners and occupiers of lands, tenements and hereditaments within the pariſh, precincts and commonable places of G. have for ſome time paſt greatly ſurcharged the commonage and common of paſture within and belonging to to

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* C A S E.

*A. B. C.* and *D.* being ſeiſed in fee, of a meſſage and farm in manner following, *viz. A.* three ninth parts, *B.* three ninth parts, *C.* two ninth parts, and *D.* one ninth part.

*C.* the proprietor of two ninth parts, has been in the poſſeſſion of the whole for forty or fifty years, and has paid the other partners, a rent charge at the rate of ſixty pounds *per annum* for the ſame, including his own two ninth parts in that rent, *viz.* to *A.* twenty pounds, to *B.* twenty pounds, and retains for himſelf thirteen pounds, ſix ſhillings and eight-pence, and to *D.* ſix pounds, thirteen ſhillings and four-pence, in the whole ſixty pounds, which is greatly under the value of the eſtate. As the proprietor of three ninth parts lives near the premiſes, and has offered *C.* the tenant and proprietor of two ninth parts, that he will give ſeventy-five pounds for the whole eſtate, *per annum*, or inſiſts that *C.* ſhall give at that rate if he continues, which *C.* refuſes to do, or to yield up the premiſes to *A. A.* therefore is deſirous of ſtocking in common with *C.* if he doth ſo.

*Query.* Can *B.* and *D.* who live at a diſtance from the premiſes, and therefore refuſe to ſtock with *A.* and *C.* inſiſt on *A.* and *C.* paying them their proportion of the yearly rent, at ſeventy-five pounds, or the old rent of ſixty pounds, as they will have the whole premiſes in their hands, and will their cattle be ſubject to *B.* and *D.*'s rent, or which of their cattle will be liable to the ſame, or can *B.* and *D.* compel *C.* to rent the lands at ſeventy five pounds a year, in caſe *A.* doth not ſtock the eſtate, or what method would you adviſe *A. B.* and *D.* to take, ſo as *C.* may not keep the eſtate ſo much under its real value?

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to G. aforeſaid, by putting and keeping thereon more and greater number of cattle than they ought to have done, or have right of common for, and by uſing the ſame in other manner than the ſame ought to have been uſed, to the great damage and prejudice of other perſons having right of commonage there: **Now** in order to prevent and redreſs the ſame for the future, and for the regulating and ordering of the commonage and common of paſture in time to come, which yearly and every year ſhould and ought to be had and taken within the precincts, common fields, common meadows and commonable places of G. by the owners and occupiers of lands therein, and for the aſcertaining how many and what number of commonable cattle ſuch proprietors and poſſeſſors of lands in that pariſh may hereafter have, keep and depaſture thereon, and to the end, intent and purpoſe, that all and every the perſons firſt above-named, who are owners and occupiers of land in G. aforeſaid, that have and claim to have right of common in reſpect of the lands they hold and enjoy, may not oppreſs or ſurcharge the common, by putting on a greater number or more cattle there, or in other manner than is herein mentioned, expreſſed and declared, and that any one having ſuch right or common may have and enjoy their proportionable ſhare of common, and have the benefit thereof, in proportion to the ſeveral lands they hold and enjoy; **It is hereby covenanted**, granted, concluded and agreed upon, by and between the parties to theſe preſents, that all and ſingular the orders, articles and agreements herein after mentioned, expreſſed and ſet down, ſhall be punctually obſerved, performed and kept, by all and every the parties hereunto, and that the public advantage and equal right of all and every the inhabitants, owners, and occupiers of lands in G. may be preferred before the private advantage of ſome ſelf-intereſted perſons who endeavour to break through all orders that tend to the public advantage and good of their neighbours, they the ſaid *A. B. C. D. E. F. &c. (the proprietors)* **do** hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors, adminiſtrators, and aſſigns, and for ſo much as concerns, or may concern, his own act and acts only, and not one of them for the other, nor for the act or acts of the other, or for the heirs, executors, adminiſtrators or aſſigns of the other, covenant, promiſe, grant and agree, to and with the ſaid *R. R. &c.* their executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents, in manner following, (that is to ſay,) that they the ſaid *A. B. C. D. E. F.* and their heirs, executors, adminiſtrators, and aſſigns, and every of them, ſhall and may, from time to time, and at all times hereafter, during the ſpace of ——— years, now next coming after the day of the date of theſe preſents, well and truly obſerve, perform, fulfil, do and keep all and ſingular the articles, covenants, grants, promiſes, clauſes and agreements herein after in and by theſe preſents mentioned and expreſſed, ſpecified and comprized, and ſhall, in caſe they, or any or either of them, ſhall wilfully make breach, or willingly break any or either of the ſaid articles, covenants, grants and agreements, or procure the ſame to be broken, pay or cauſe to be paid, all and every ſuch ſum and ſums of money, pains, penalties, and forfeitures, by the ſeveral articles to be paid on demand, without any fraud or delay. **And firſt**, It is covenanted, granted, concluded and agreed upon by and between all the parties to theſe preſents, that they, or either of them, nor any other perſon or perſons, that hath or may have any right of common for any cattle within the precincts, common meadows, or commonable places of G. ſhall not or will put thereon, keep or depaſture there, during the ſpace of ten years now next enſuing, any more or greater number than one horſe or gelding, two cows or bullocks, and twenty ſheep, for every twenty acres he or they ſhall have, hold, enjoy and occupy in the ſaid common fields and meadows; upon pain and under the penalty that they, every or either of them which do or ſhall put thereon, keep or depaſture there, any more or greater number of horſes, geldings, cows, bullocks or ſheep, than after the rate and proportion above-mentioned, within the ſaid term, ſhall and will for every time he or they ſhall make breach of this article, forfeit and pay, or cauſe to be paid, unto the ſaid *R. R. &c.* or ſome or one of them, the ſum of one pound of lawful money of Great Britain, upon demand. **And it is alſo** covenanted, granted, concluded, and agreed upon, by and between all the parties to theſe preſents, that neither they, nor any or either of them, or any other perſon or perſons that hath, or ſhall have, any right of common for any cattle within the common fields of G. ſhall or will put on or keep, feed or depaſture any of his or their cows or bullocks in any of the highways, waſte grounds or commonable places within the corn fields of C. until the 11th day of May yearly, during the ſaid term of ten years, upon payment and penalty that they, all and every other perſon and perſons, that do or ſhall make breach of this article, ſhall and will forfeit or pay, or cauſe to be paid, to them the ſaid *R. R. &c.* or ſome or one of them, the ſum of one pound of like lawful money. **Alſo** it is covenanted, granted, concluded and agreed upon by and between the ſaid parties to theſe preſents, that neither they nor any of them, nor any other perſon or perſons, that hath or may have any right of common for any cattle within the common fields, meadows or commonable places of G. ſhall or will put or keep or depaſture any of his or their horſes, mares, or geldings, upon the highways, waſte grounds or commonable places in any of the corn fields of G. aforeſaid, until the firſt day of Auguſt yearly, nor ſhall put, keep or depaſture any of their horſes, cows or bullocks, into the bean fields that are ſown with beans, till ſuch fields be clean rid, nor any horſes, cows or ſheep into the wheat ſtubbles, until one day after the wheat and corn be carried out of the ſame, nor any ſheep into barley ſtubble, until the 16th day of October yearly, upon pain that they, each and every of them, that do or ſhall make breach of this article, in any one of the particulars before-mentioned, ſhall and will forfeit and pay unto them the ſaid *R. R. &c.* or one of them, the ſum of one pound of like lawful money, upon demand. **And**

For preventing the ſame, and for aſcertaining the number of cattle of each proprietor, &c. according to their proportions of land.

The proprietors covenant to perform the agreements hereafter mentioned.

The quantity of cattle aſcertained in proportion to the land each enjoys.

Not to put any cows or bullocks in any of the highways, &c. within the corn fields till a day certain.

Not to put any horſes, &c. in the highways, &c. in the corn fields, till, &c. nor put their horſes, cows, or ſheep into the wheat ſtubbles till, &c. Nor ſheep into the barley ſtubble, till, &c.

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The ſeveral tenants in common of this land, may ſtock the eſtate in common without being reſponſible to each other for the ſame, becauſe they may all have the liberty of doing the like; but if they ſell any part of the produce of the lands, and receive the profits thereof, then I think they are accountable to their companions, *A.* may therefore ſtock in common with *C.* and will not be liable to pay rent to *B.* and *D.* nor his cattle ſubject to their diſtreſs, But as *C.* has been tenant to the reſt for ſo many years, *A.* ought firſt to give him reaſonable notice before the end of the year, that he is to continue no longer the tenant of his part, and it would be right likewiſe to give *B.* and *D.* notice of his intent to ſtock the eſtate himſelf in common with the others. There is no compelling *C.* to advance the rent againſt his will, but the beſt way will be for the ſeveral tenants, to come to a partition, and if they cannot agree upon this, either of them may enforce a partition of his ſhare, either by writ or partition at common law, or by bill in chancery.

*December 5th, 1767.* *J. BURLAND.*

Of draining water.

**Alſo** it is hereby covenanted, granted, concluded and agreed upon, by and between all and every the parties to theſe preſents, that they, and all other perſon and perſons, who have, or hereafter may have, any lands in the tithe fields, that are, or ſhall be hereafter, during the ſaid term of ten years, ſown or made for tithe, that is or may be ſubject to damage by the water ſtanding thereon, ſhall and will, in a huſband-like manner, water, furrow and ſcower the water-courſes for the water to paſs away in the moſt uſual and convenient places of their lands ſo ſown or made up for tithe, upon pain that they, and each and every other perſon and perſons that ſhall refuſe or neglect to water, furrow, or ſcour the water-courſes in manner aforeſaid, ſhall and will forfeit and pay to them the ſaid *R. R. &c.* or ſome of them, the ſum of one pound of like lawful money upon demand. **And laſtly**, it is hereby covenanted, granted, concluded and agreed upon, by and between the ſaid parties to theſe preſents, that *M. M. M. F. &c.* ſhall be field drivers or tellers of the cattle that are commoned and kept within the common fields and commonable places belonging to G. aforeſaid, to ſee and take care from time to time, during the ſaid term of ten years, that all the clauſes, articles and agreements before-mentioned, and every of them, be duly performed, obſerved and kept: to whom, or to any three or more of them, all and every of the parties hereunto, and all and every other perſon and perſons who have or hath any right of common in the common fields, meadows and commonable places of G. ſhall and will, before the fifth day of April, yearly and every year, during the ſaid term of ten years, give and ſend a particular account of what number or numbers of cattle they can reſpectively keep, for or in reſpect of the lands they reſpectively hold and occupy, and particularly what and how many cattle they ſeverally keep, or may or can put on the ſaid commonable places, and what and how many commons have been let or demiſed to any other perſon or perſons, and to whom by name they have let the ſame; upon pain that every perſon or perſons that ſhall neglect or refuſe to give ſuch account, or ſhall break or infringe this article, or any part thereof, ſhall, for every breach thereof, pay unto them the ſaid *R. R. &c.* or ſome or one of them, upon demand, the ſum of five ſhillings. **In witneſs**, *&c.*

5th *Article.* Who to be field tellers or tellers of cattle, and take care that theſe articles be obſerved.

Commoners to ſend account of the numbers of their cattle.

*(Peruſed by Mr. Kitchen.)*

*Agreement between Joint Tenants for cutting Corn, and dividing it in the Field, when the ſame ſhall be mowed and reaped.*

**Articles**, *&c.* **Between** *R. G.* of, *&c.* of the one part, and *J. N.* of, *&c.* of the other part, as follows:

**WHEREAS** *J. N.* and *R. G.* have a joint right, property and intereſt of, in, and to the corn and grain ſtanding, growing and being upon ſeveral parcels of land, whereof *K. N.* father of the ſaid *J. N.* was poſſeſſed, lying, *&c.* **Now** for the better dividing the ſaid corn and grain between them the ſaid *R. G.* and *J. N.* they the ſaid *R. G.* and *J. N.* do covenant and agree in manner and form following, that is to ſay, **Firſt**, the ſaid *R. G.* doth for himſelf, his, *&c.* covenant, grant and agree, to and with the ſaid *J. N.* his, *&c.* by theſe preſents, That when and as ſoon as the ſaid corn and grain ſhall be reaped, mowed or cut down, he the ſaid *R. G.* his, *&c.* ſhall and will divide, or cauſe the ſame to be divided into two equal parts; and ſhall and will permit and ſuffer the ſaid *J. N.* his, *&c.* and his and their ſervants, labourers and workmen, with neceſſary carts and carriages, peaceably and quietly to enter into and upon all the ſeveral parcels of land before-mentioned, and the moiety or one half of all the corn or grain aforeſaid to load, have, take, carry away and enjoy, to and for the only and proper uſe and behoof of the ſaid *J. N.* his, *&c.* without any let, trouble, interruption or contradiction of or by the ſaid *R. G.* his, *&c.* without fraud or delay. **Alſo** the ſaid *J. N.* doth for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *R. G.* his, *&c.* by theſe preſents, That he the ſaid *R. G.* his, *&c.* ſhall or lawfully may load, have, take, carry away and enjoy the other moiety or one half of the corn and grain aforeſaid, to and for his and their own proper uſe and behoof, without any let, *&c.* of or by the ſaid *J. N.* his, *&c.* **And alſo** that the ſaid *J. N.* his, *&c.* ſhall and will from time to time, upon notice and requeſt to him or them made, well and truly pay or cauſe to be paid unto the ſaid *R. G.* his, *&c.* all ſuch ſum or ſums of money as he or they ſhall expend, lay out or diſburſe for or about the reaping, mowing, cutting down, or otherwiſe harveſting the corn and grain aforeſaid, without fraud or delay. **In witneſs**, *&c.*

*(Wood.)*

*An Agreement between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are entitled by both Wills to Monies upon Contingencies, that each of them ſhall manage particular Parts of the Eſtates, aud account to each other.*

**THIS Indenture** made, *&c.* **Between** *A. A.* of, *&c.* one of the executors of the laſt will and teſtament of *A. A.* late of, *&c.* his late father, deceaſed, and ſole executor of the laſt will and teſtament of *C. A.* late, *&c.* his late uncle, deceaſed, of the one part, and *C. A.* of, *&c.* the other executor of the laſt will and teſtament of the ſaid *A. A.* alſo his late father, deceaſed, of the other part. **Whereas**, *&c.* *(Recital of the Father's will, whereby he gives* (inter al') *two thouſand pounds to the parties in truſt upon ſeveral contingencies, and make them reſiduary legatees of his perſonal eſtate, alſo in truſt upon contingencies, and made them executors; and of the uncle's will, whereby he gives to his ſaid nephew* A. A. *three thouſand pounds bank ſtock, in truſt upon ſeveral contingencies, and made him reſiduary legatee and ſole executor:)* **And whereas** two thouſand pounds capital ſtock in the Bank of England, part of the perſonal eſtate of the ſaid *A. A.* deceaſed, was, on the, *&c.* ſold by the ſaid *A. A.* and *C. A.* parties to theſe preſents, for the ſum of two thouſand four hundred pounds, which ſaid ſum of two thouſand four hundred pounds was, by the mutual conſent of both the ſaid parties to theſe preſents, paid to and received by the ſaid *C. A.* party thereunto, in lieu and ſatisfaction of the aforeſaid ſum of two thouſand pounds, and is by the like conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *C. A.* his executors and adminiſtrators, to be from time to time managed and employed and diſpoſed of by him and them, upon the truſts and for the purpoſes in the will of the ſaid *A. A.* deceaſed, expreſſed, and declared, of and concerning the ſaid ſum of two thouſand pounds, and the ſaid *C. A.* party hereto, his executors and adminiſtrators, to be at all times hereafter chargeable

Recitals. The father's and the uncle's wills.

And that the executors had ſold ſome bank ſtock which had been their father's, and one of them had received the money.

To be managed, *&c.* upon the truſts, *&c.* in the will.

And that the *Reſiduum* of the father's perſonal eſtate, to a

chargeable with and accountable for the ſame accordingly: **And whereas,** by the mutual conſent of both the ſaid parties to theſe preſents, the reſiduary part of the perſonal eſtate of the ſaid *A. A.* deceaſed, amounting to the ſum or value of twelve thouſand pounds, in monies and ſecurities for monies, as by account ſtated under the hands of both parties to theſe preſents may appear, hath been paid and delivered to and received by the ſaid *A. A.* party to theſe preſents, and is by the like conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *A. A.* his executors and adminiſtrators, to be from time to time managed, employed, and diſpoſed of by him or them, upon the truſts, and for the purpoſes in the ſaid recited will of the ſaid *A. A.* deceaſed, expreſſed and declared, of and concerning the ſame; and the ſaid *A. A.* party hereunto, his, *&c.* to be at all times chargeable with and accountable for ſuch reſiduary part accordingly: **And whereas** the ſaid *C. A.* deceaſed, was at the time of his death entitled to three thouſand pounds capital ſtock in the Bank of England, over and beſides the aforeſaid three thouſand pounds capital ſtock, in and by the ſaid will given and bequeathed to his nephew the ſaid *A. A.* party hereunto, upon the truſts therein mentioned concerning the ſame, and was alſo at his death poſſeſſed of, or entitled to the further ſum of three thouſand pounds, or the value thereof, after all his known debts, legacies, and funeral expences paid and diſcharged: **And whereas** it was the mind and intention of the ſaid *C. A.* deceaſed, for ſome time before his death, that the reſiduary part of his perſonal eſtate, after his debts, legacies, and funeral expences paid and diſcharged, ſhould be equally ſhared in value between his ſaid two nephews, parties to theſe preſents, notwithſtanding the unequal diviſion and diſtribution thereof made by his will, in manner as aforeſaid: **And whereas** the ſaid *A. A.* party hereunto, in compliance with the ſaid *C. A.* his late uncle's ſaid deſign and intention, and in order to make ſuch equality as aforeſaid, hath lately paid into the hands of the ſaid *C. A.* the ſum of one thouſand five hundred pounds, of, *&c.* the receipt and payment whereof he doth hereby acknowledge, and doth agree to accept and take the ſame in full of one moiety of the reſiduary part of the perſonal eſtate of the ſaid *C. A.* deceaſed, which ſaid ſum of one thouſand five hundred pounds is by the mutual conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *C. A.* his, *&c.* to be from time to time managed, employed and diſpoſed of by him and them upon the like truſts, and for the like purpoſes, as in the ſaid recited will of the ſaid *C. A.* deceaſed, is expreſſed and declared of and concerning the ſame three thouſand pounds in the capital ſtock in the Bank of England, thereby given and bequeathed unto the ſaid *A. A.* party hereunto, on the truſts therein mentioned concerning the ſame; and he the ſaid *C. A.* party hereunto, his, *&c.* to be at all times chargeable with and accountable for the ſame ſum of one thouſand five hundred pounds accordingly: **Now this Indenture witneſſeth,** That it is hereby mutually and reciprocally covenanted and agreed by and between the ſaid parties to theſe preſents, in manner following, (that is to ſay) **And firſt** he the ſaid *A. A.* party hereunto, **doth** hereby, for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid *C. A.* party hereunto, his executors, adminiſtrators, and aſſigns, that he the ſaid *A. A.* party hereunto, his executors and adminiſtrators ſhall and will from time time, and at all times hereafter, carefully and faithfully manage, employ, and diſpoſe of the reſiduary part of the perſonal eſtate of the ſaid *A. A.* deceaſed, (amounting to the ſum and value of twelve thouſand pounds as aforeſaid) upon the truſts, and to and for the intents and purpoſes, as in the ſaid recited will of the ſaid *A. A.* deceaſed, is expreſſed and declared concerning the ſame; and alſo ſhall and will at all times hereafter ſtand chargeable with, and anſwerable and accountable for the ſame accordingly: **And** for the more effectual and punctual performance of the covenants and agreements herein before contained, on the part and behalf of the ſaid *A. A.* party hereunto, he the ſaid *A. A.* party hereunto, doth bind and oblige himſelf, his heirs, executors, and adminiſtrators, unto the ſaid *C. A.* party hereunto, his executors, adminiſtrators, and aſſigns, in the penal ſum of, *&c.* firmly by theſe preſents; **And** the ſaid *C. A.* party hereunto, doth hereby, for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree with the ſaid *A. A.* party hereunto, his executors, adminiſtrators, and aſſigns, that he the ſad *C. A.* party hereunto, ſhall and will from time to time, and at all times hereafter, carefully and faithfully manage, employ, and diſpoſe of the ſaid ſeveral and reſpective ſums of two thouſand four hundred pounds, and one thouſand five hundred pounds, to, for, and upon the ſeveral and reſpective intents and purpoſes herein after mentioned and expreſſed of and concerning the ſame reſpectively, (that is to ſay) The ſaid ſum of two thouſand four hundred pounds upon the truſts and for the intents and purpoſes in the ſaid recited will of the ſaid *A. A.* deceaſed, expreſſed and declared of and concerning the ſaid ſum of two thouſand pounds thereby given to the ſaid *A. A.* and *C. A.* parties to theſe preſents, in truſt as aforeſaid; and the ſaid ſum of one thouſand five hundred pounds upon the like truſts, and for the like purpoſes, as are in the ſaid recited will of the ſaid *C. A.* deceaſed, mentioned and declared of and concerning the ſaid three thouſand pounds capital ſtock in the Bank of England, thereby given and bequeathed unto the ſaid *A. A.* party hereunto, in truſt as aforeſaid; and alſo ſhall and will at all times hereafter ſtand chargeable with, and anſwerable and accountable for the ſaid ſeveral ſums of two thouſand four hundred pounds, and one thouſand five hundred pounds accordingly. And for the more effectual and punctual performance of the covenant and agreement herein before contained on the part and behalf of the ſaid *C. A.* party hereunto, the ſaid *C. A.* party hereunto, doth bind and oblige himſelf, his heirs, executors, and adminiſtrators, unto the ſaid *A. A* party hereunto, his executors, adminiſtrators, and aſſigns, in the penal ſum of, *&c.* firmly by theſe preſents. **Provided always, and it is hereby declared and agreed** by and between the parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe at any time or or times hereafter, any other or further debt or debts of the ſaid *A. A.* deceaſed, ſhall riſe and appear, beſides what is now known to the ſaid *A. A.* party hereuto, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid *A. A.* party hereunto, his executors and adminiſtrators, to pay and ſatisfy the ſame by and out of the ſaid reſiduary part of the ſaid late father's perſonal eſtate; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **Provided alſo, and it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe at any time or times hereafter any other or further debt or debts of the ſaid *C. A.* deceaſed ſhall riſe or appear, beſides what are now known to the ſaid *A. A.* party hereunto, then and in ſuch caſe one moiety of ſuch further or other debt or debts ſhall be paid and ſatisfied by and out of the ſaid ſum of one thouſand five hundred pounds ſo paid to the ſaid *C. A.* party hereunto as aforeſaid, and the other moiety thereof ſhall be paid and ſatisfied by the ſaid *A. A.* party hereunto, his executors and adminiſtrators, by and out of his or their own proper monies and eſtate; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In witneſs,** *&c.*

*(Wood.)*

certain amount, is in the hands of the other of them, to be managed upon th truſts in the will.

Recital co cerning the value of the uncle's per onal eſt te.

And that he intended it equally between theſe two nephews, though unequally diſtributed by his will.

And that the executors of the uncle have paid part to his brother to make the diſtribution equal.

To be managed upon the truſt in the uncle's will, concerning a ſpecific ſum thereby given.

The executors mutally covenant to employ the parts of the eſtate reſpectively in their hands, ſubject to account, and the truſts in the reſpective wills.

Penalty.

If other debts of the deceaſed farther appear, they are to be paid out of the *reſiduum*.

If other debts of the deceaſed uncle appear, the parties are to pay each a moiety.

*An*

*An Agreement for Sale of Lands by Husband and Wife, and her Son by a former Husband. Agreement as to Deductions to be made in the Purchase-Money, and from what Time the Purchaser shall enjoy.*

**Articles of Agreement** indented, had, made, concluded, and greed upon, this 19th day of June, in the 19th year, and in the year of our Lord 1779, &c. **Between** *Andrew Aston*, citizen and mercer, of London, and *Bethia* his wife, late wife of *Charles Crew*, late citizen and mercer of London, deceased, and *Daniel Crew*, eldest son and heir of the said *Charles Crew* deceased, by the said *Bethia*, of the one part, and *Ezra Eades*, senior, of, &c. Esquire, of the other part.

Husband and wife, and her son by a former husband covenant with a purchaser to convey a moiety of a manor, &c. free from incumbrances,

**First**, the said *Andrew Aston* for himself and for the said *Bethia* his wife, his and her heirs, executors, and administrators, and the said *Daniel Crew* for himself, his heirs, executors, and administrators, **do** hereby covenant, promise, and agree to and with the said *Ezra Eades*, his heirs and assigns, that in consideration of the sum of fifty pounds of lawful money of Great Britain to the said *Daniel Crew* in hand paid by the said *Ezra Eades* at or before the execution of these presents, (the receipt whereof he hereby acknowledges,) and in consideration of the covenants and agreements herein after contained on the part and behalf of the said *Ezra Eades*, his heirs, executors, administrators, and assigns, **they** the said *Andrew Aston* and *Bethia* his wife, and *Daniel Crew*, and the heirs of the same *Daniel Crew*, shall and will before the first day of May next, by such good and sufficient conveyances and assurances in the law, with reasonable covenants by the same fine, recovery or otherwise, as the said *Ezra Eades*, his heirs or assigns, or his or their counsel shall advise, convey, and assure, or cause to be conveyed and assured unto and to the use of the said *Ezra Eades*, his heirs and assigns, or to such other person or persons as he or they shall in that behalf nominate or appoint, free from incumbrances, done by them or the said *Charles Crew*, or any of them, except as herein after mentioned, **one full** moiety or half part, (the whole in two equal parts to be considered as divided,) **of and** in the manor or reputed manor of Freke, with the appurtenances, in the parish of Grundon in the county of Hants, or elsewhere in the same county, and of and in the capital messuage, lands, tenements, and all other the hereditaments, in or near Grundon aforesaid, and in or near Inckton and Kester, every or any of them in the said county of Hants, or in any other parish or parishes thereto near or adjoining, which in and by certain indentures of lease and release, and bargain and sale duly inrolled in chancery, the lease bearing date on or about the fifth, and the release and bargain and sale inrolled, bearing date on or about the sixth day of May 1775, and made, or mentioned to be made, between *Luke Leeson*, of, &c. Esq; of the one part, and the said *Charles Crew* and *Andrew Aston* of the other part, were granted and conveyed or mentioned or intended to be granted and conveyed unto and to the use of the same *Charles Crew* and *Andrew Aston*, and the heirs and assigns of the same *Charles*, in trust as to the estate of the said *Andrew Aston* for the same *Charles* and his heirs, with their and every of their appurtenances.

The purchaser covenants to pay the purchase-money,

**The said** *Ezra Eades*, in consideration of the premises, doth hereby for himself, his heirs, executors, and administrators, covenant and agree to and with the said *Andrew Ashton* and *Bethia* his wife, and *Daniel Crew*, their heirs, executors, and administrators, that he the said *Ezra Eades*, his heirs, executors, administrators, or assigns, shall and will upon the making and executing such conveyances and assurances as aforesaid, pay or cause to be paid, unto the said *Andrew Aston* and *Bethia* his wife, and *Daniel Crew*, their heirs, executors, or administrators, or to their order or direction, the sum of three thousand five hundred pounds of lawful money of Great Britain, as and in full for the absolute purchase of the aforesaid moiety or half-part, after such deductions thereout as is herein after mentioned.

subject to deductions;

Agreement as to the deductions,

**And**, It is hereby further agreed between the said parties to these presents, that one moiety or half-part of the principal sum of two thousand one hundred pounds secured on the said whole manor and premises by mortgage made thereof, shall upon the making such conveyances and assurances as aforesaid, and payment of the said purchase-money, be deducted and allowed out of the same purchase-money, and that all interest due and to grow due for the said whole two thousand one hundred pounds till the time of executing the said conveyances shall be paid and cleared by the said *Andrew Aston* and *Daniel Crew*, or one of them, their or one of their heirs, executors, or administrators; and that the said *Ezra Eades*, and his heirs shall enter upon the said moiety, and receive the rents and profits thereof for his and their proper use from Christmas last past. **And lastly**, it is agreed that the charge of the fine and recovery to be levied and suffered of the said moiety and premises, in order to make out a good title and conveyance as aforesaid, shall be paid and borne by the said *Andrew Aston* and *Bethia* his wife, and *Daniel Crew*. **In witness**, &c.

and from what time the purchaser shall enjoy.

*An Agreement between three Debtors, who borrowed Monies on their joint and separate Bonds, &c. to trade with a joint Stock; wherein each Party covenants to the others to pay his Share, and to indemnify the others therefrom.*

**Articles of Agreement Tripartite**, indented, had, &c. **Between** *R. W.* of, &c. of the first part, *N. M.* of, &c. of the second part, and *D. M.* of, &c. of the third part, as follows:

Recitals.

A bond to *D. W.* Another to *T. B.* and two bills to *T. B.*

**Whereas** the said parties, by their bond and obligation, dated, &c. do stand jointly and severally bound and obliged to *D. W.* of, &c. in the penal sum of, &c. conditioned for the payment of, &c. **And** the said parties to these presents, by one other bond or obligation of the same date, do likewise stand jointly and severally bound and obliged unto *T. B.* of, &c. in the penal sum of, &c. conditioned for the payment, of, &c. on, &c. **And also** the said parties to these presents, by two bills under their hands and seals of the same date, having jointly and severally engaged to pay unto *S. W.* of, &c. the sum of, &c. and unto the aforesaid *T. B.* the sum of, &c. on, &c. as by the said several recited obligations and bonds, and the conditions thereof, and the recited bills under the hands of them the said *R. W. N. M.* and *D. W.* may appear: **Which** said money so as aforesaid due, or to become due and payable on the said recited bonds, is due and to be paid by and from the said parties, upon an equal proportion, share and share alike: **And whereas** the shares and proportions of the said several parties to these presents of the said monies so as aforesaid secured by the aforesaid two recited bills to be paid unto the

Monies due on the bonds are payble by the parties in equal proportions.

said

*S. W.* and *T. B.* are hereby ſtated and agreed to be as followeth, *viz.* Upon the ſaid bill to be paid to the ſaid *S. W.* the ſaid *R. W.* is to pay the ſum of, *&c.* for his ſhare; and the ſaid *D. N. M.* is to pay the ſum of, *&c.* for his ſhare, and the ſaid *D. M.* is to pay for his ſhare the ſum of, *&c.* and upon the ſaid bill payable unto the ſaid *T. B.* the ſaid *R. W.* is to pay the ſum, *&c.* for his ſhare; and the ſaid *N. M.* is to pay the ſum of, *&c.* for his ſhare, and the ſaid *D.* is to pay the ſum of, *&c.* for his ſhare: **In Conſideration** whereof, and for a right and good payment of the ſum and ſums of money as the ſame ought ſeverally to be paid, in due proportion as aboveſaid, according to the true intent and meaning of theſe preſents, by every of the ſaid parties from whom the ſame is juſtly due and owing, according to the ſhares and proportions aforeſaid, and for ſecuring and indemnifying each other therein, and for, from and concerning each other's ſeveral ſhares and proportions aforeſaid. **It is hereby covenanted, concluded and fully agreed,** by and between the ſaid parties to theſe preſents, in manner following, (to wit) **Firſt,** the ſaid *R. W.* for himſelf, his, heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *N. M.* and *D. M.* and either of them, their and either of their heirs, executors and adminiſtrators, that he the ſaid *R. W.* his executors or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *D. M.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* and unto the ſaid *T. B.* his, *&c.* the ſum of, *&c.* of like money, being his equal ſhare and proportion of the monies in the ſaid conditions of the ſaid recited obligations ſeverally mentioned as aforeſaid, at the days and times therein ſeverally limited and appointed as aforeſaid, without fraud or further delay; **and likewiſe** that he the ſaid *R. W.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. W.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* on, *&c.* and to the ſaid *T. B.* his, *&c.* the ſum of, *&c.* on, *&c.* next enſuing as aboveſaid, being his ſhare and proportion of the ſaid monies due or to be due upon the ſaid bills as aforeſaid: **And** that he the ſaid *R. W.* his heirs, executors or adminiſtrators, ſhall and will well and ſufficiently ſave and defend, keep harmleſs and indemnify them the ſaid *N. M.* and *D. M.* and either of them, their or either of their heirs, executors and adminiſtrators, and their and every of their goods, chattels, lands, tenements, wares and merchandizes, as well for and from all his the ſaid *R. W.*'s ſhares and proportions as aforeſaid, and of and from all and all manner of actions and accounts, ſuits and troubles, coſts, charges, damages and expences whatſoever, which ſhall or may happen, or which they, or either or any of them, ſhall or may ſuſtain or be put unto for or by reaſon or concerning the non-payment of ſuch the ſaid *R. W.*'s ſhare and proportion in manner and form aforeſaid. **And** the ſaid *N. M.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *R. W.* and *D. M. &c. (as before in the covenant of* R. W. *to* N. M. *and* D. M.) **And** the ſaid *D. M. &c. (the like to* R. W. *and* N. M.) **And** for the true performance of the covenants, articles and agreements aboveſaid, the ſaid parties bind themſelves either to the other in the penal ſum of —— pounds, firmly by theſe preſents. **In witneſs,** *&c.*

*(Wood.)*

And on the bills in unequal payments. For the due payment of each perſon's ſhare, and to ſecure and indemnify each other from the others ſhares *R. W.* covenants with *N. M.* and *D. M.* to pay —— pounds to *D. W.* and —— pounds to *T. B.* being his proportions of the bonds, and his ſhare of the bills.

His indemnity of the other parties.

*N. M.*'s like covenant to *R. W.* and *D. M.*

*Agreement to aſſign a Leaſe, and make a Bill of Sale of Goods; and that other Goods ſhall be appraiſed, and the Tenant to take them at the Appraiſement, and another Bill of Sale to be made of them, and a Bond given for Payment of the Monies.*

**Agreed** the, *&c.* **Between** *T. S.* of ——, executor of the laſt will and teſtament of *T. S.* late, *&c.* of the one part, and *J. M.* of, *&c.* of the other part, as follows:

**The** ſaid *T. S.* in conſideration of the ſum of ——, to be paid him by the ſaid *J. M.* as here after is mentioned, **Doth** hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *J. M.* his executors, adminiſtrators and aſſigns, that he the ſaid *T. S.* his executors or adminiſtrators, ſhall and will, on or before the, *&c.* at, *&c.* ſeal and execute unto, or to the uſe of the ſaid *J. M.* his executors, adminiſtrators and aſſigns, a good and ſufficient aſſignment of and in **All** that, *&c.* **By virtue** of the leaſe or leaſes by which the ſaid *T. S.* held the ſame, together with the ſaid leaſe or leaſes, and the meſne aſſignments thereof, **under and ſubject** to the rents and covenants reſerved and contained in the ſaid leaſe or leaſes, by and on the leſſee's part to be paid and performed. **And** with ſuch reaſonable covenants in the ſaid aſſignment to be contained as counſel ſhall adviſe; and likewiſe a covenant on the part of the ſaid *J. M.* for payment and performance of the yearly rents and covenants in the ſaid leaſe or leaſes reſerved and contained, and to indemnify the ſaid *T. S.* his executors and adminiſtrators, therefrom. **And** that he the ſaid *T. S.* his executors or adminiſtrators, for the conſideration aforeſaid, ſhall and will, on the day and at the place aforeſaid, ſeal and execute unto the ſaid *J. M.* a ſufficient bill of ſale of the, *&c. (mentioning the goods and chattels, or elſe ſay, goods mentioned in the ſchedule,* &c.) **And it is further agreed** between the ſaid parties, that all the goods and commodities now in and about the ſaid houſe (for making ——) except, *&c.* ſhall on or before the ſaid, *&c.* be valued and appraiſed by two indifferent perſons, which the ſaid parties agree to chooſe for that purpoſe, and ſhall be taken by the ſaid *J. M.* according to ſuch appraiſement, and paid for as hereunder is mentioned. And that he the ſaid *T. S.* his executors or adminiſtrators, ſhall and will, at the time of executing ſuch aſſignment as aforeſaid, execute and deliver a ſufficient bill of ſale of the laſt mentioned goods and commodities, unto, or to the uſe of the ſaid *J. M.* his executors and aſſigns. **And** the ſaid *J. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *T. S.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. M.* his executors, adminiſtrators or aſſigns, ſhall and will on or before the ſaid, *&c.* at the place aforeſaid, accept of the ſaid aſſignment or the ſaid leaſe or leaſes of the ſaid premiſes, and bills of ſale of the ſaid goods and things as aforeſaid; and at the ſame time, and at the place aforeſaid, ſhall and will execute and deliver, in due form of law, unto or to the uſe of the ſaid *T. S.* a counterpart of the ſaid aſſignment, and likewiſe an obligation or obligations in a ſufficient penalty or penalties, with ſurety or ſureties, to the good liking of the ſaid *T. S.* for payment of the ſum of —— pounds, and likewiſe ſuch further ſum and ſums of money which the ſaid goods and commodities ſo to be valued, and according to the appraiſement and valuation thereof as aforeſaid, ſhall amount unto, within —— months then next enſuing. **In witneſs,** *&c.*

*(Wood.)*

Covenant to execute an aſſignment of a leaſe.

Bill of ſale.

An agreement that the goods in the houſe, *&c.* ſhall be appraiſed, and that the tenant ſhall take them at the appraiſement, and the landlord ſhall execute a bill of ſale thereof. Covenant that the tenant ſhall accept the ſaid aſſignments and bills of ſale, and execute a counterpart of the aſſignments and a bond, *&c.*

*An Agreement granting Liberty to build an Oven with a Proviſo to pull the ſame down on Notice for that Purpoſe given.*

**Articles, &c. Between** *J. H.* of, &c. and *E. C.* of, &c.

**It is hereby concluded and agreed** upon by and between the ſaid parties as follows: **And firſt,** the ſaid *J. H.* for himſelf doth promiſe and agree to and with the ſaid *E. C.* by theſe preſents, that he the ſaid *J. H.* ſhall and will permit, ſuffer and give free liberty and permiſſion (as far as in him is) to him the ſaid *E. C.* to build, erect, and ſet up one even, &c. adjoining to the dwelling-houſe of the ſaid *E. C.* to contain the dimenſions following, *viz.* five feet ſix inches in length, from the out ſide of the wall of the ſaid dwelling-houſe of the ſaid *E. C.* into the court, in breadth ſeven feet, and in height from the ground ſeven feet ſix inches; **To have, hold and enjoy** the ſame for and during the term and ſpace of two years from the day of the date hereof, (if the ſaid *E. C.* ſhall ſo long live) without the hindrance or moleſtation of him the ſaid *J. H.* **Provided always,** that if at any time hereafter the ſaid *J. H.* his executors, adminiſtrators or aſſigns, ſhall make a door out of the back ſhop of him the ſaid *J. H.* into the ſaid court, that then he the ſaid *E. C.* ſhall and will, within the ſpace of three months next after ſuch notice thereof to him given by the ſaid *J. H.* his, &c. in writing, pull down, take and carry away the oven and the bricks, and rubbiſh and the materials thereof; or if the ſaid oven ſhall prejudice or annoy him or them, or their dwelling-houſe, that then he the ſaid *E. C.* ſhall and will, within the ſpace of three months next after notice or warning of ſuch annoyance, &c.

Habendum.

Proviſo.

*(Wood.)*

*Articles of Agreement for the Maintenance of a Lunatic and the Diſpoſition of his Effects.*

**Articles, &c. Between** *J. J.* of, &c. and *E.* his Wife, *M. B.* of, &c. *F. S.* of, &c. *J. S.* of, &c. and *C. S.* of, &c. (which ſaid *E. J. M. B. F. S. J. S.* and *C. S.* are the five daughters of *W. S.* formerly of, &c. and *M.* his wife, both deceaſed) of the one part, and *J. R.* of, &c. of the other part, in manner as follows, *viz.*

Recitals of will.

**Whereas** the ſaid *W. S.* having iſſue his above named five daughters, and alſo iſſue one ſon called *T. S.* he the ſaid *W. S.* by his laſt will and teſtament in writing, duly executed, did thereby make ſome proviſion for his ſaid daughters, in ſuch manner as therein is mentioned: and he the ſaid teſtator did thereby deviſe to the ſaid *T.* his ſon, the ſum of two hundred pounds, and alſo the reverſion of a real eſtate therein mentioned, expectant upon the death of the ſaid *M.* his the ſaid teſtator's wife; and the ſaid teſtator thereby made a proper proviſion for the education and maintenance of his ſaid ſon, and appointed the ſaid *M.* his wife and his daughter the ſaid *E. J.* executrixes of his ſaid will, and ſoon after died, ſeiſed of the ſaid real eſtate, and alſo poſſeſſed of and entitled unto a conſiderable perſonal eſtate, conſiſting (among other things) of the ſum of one thouſand pounds due and ſecured to him by mortgage made to him of the real eſtate of *E. W.* Eſquire, or of ſome other eſtate, ſituate, &c. **And whereas** ſoon after the deceaſe of the ſaid *W. S.* the ſaid *M.* his wife, and one of his executrixes, having alone proved his ſaid will, and poſſeſſed herſelf of all her ſaid teſtator's real and perſonal eſtates, (except the ſaid ſum of one thouſand pounds due and ſecured by the ſaid mortgage) and ſhe the ſaid *M.* the executrix, afterwards ſold the ſaid real eſtate of her ſaid huſband for a conſiderable ſum of money, which ſhe received, and procured the ſaid *T. S.* her ſon, to join with her in ſuch ſale: **And whereas** the ſaid *M. S.* in her life-time purchaſed a meſſuage or tenement, ſituate, &c. for the reſidue of a long term of years to come therein, and as the ſame now is or late was in the occupation of, &c. **And whereas** the ſaid *T. S.* now is, and for a great many years laſt paſt hath been much diſordered in his underſtanding, and not capable of doing any act, inſomuch that he was not of capacity to make up any account with his ſaid mother, though he continued under her care, and was maintained by her till the time of her deceaſe: **And whereas** the ſaid *M. S.* on account of the matters aforeſaid, became conſiderably indebted unto the ſaid *T. S.* and for the ſatisfying of the ſame ſhe appointed, or intended ſo to do, that the ſaid money due from the ſaid *E. W.* by his aforeſaid mortgage, and alſo the ſaid meſſuage in H. ſtreet aforeſaid, ſhould be aſſigned to or for the benefit of him and of his legal repreſentatives. **And whereas** the ſaid *T. S.* as yet remains very much diſordered in his ſenſes, and in all human probability will never recover the ſame, and he is now under the care of the ſaid *M. B.* at her houſe in N. aforeſaid, and there is now due to her the ſaid *M. B.* for his maintenance, at the rate of twenty pounds *per* year ſince his mother's death, the ſum of ſixty pounds or thereabouts; **And whereas** the ſaid *J. J.* out of his own proper monies hath laid out and diſburſed over and above what was by him received, the ſum of twenty-three pounds, ſeven ſhillings and ſeven-pence, in the neceſſary repairs of the ſaid meſſuage in H. ſtreet aforeſaid: **And whereas** the ſaid principal ſum of one thouſand pounds ſo ſecured as aforeſaid, is now due and owing, and ſince the death of the ſaid *M. S.* there is due and in arrear for the intereſt thereof, and for arrears of rent of the ſaid meſſuage, ſeveral ſums of money, amounting in the whole to the ſum of one hundred and ſixty pounds and upwards: **And whereas** the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* (after payment of twenty pounds a-year for the maintenance of their brother the ſaid *T. S.*) are during his life, intereſted of and in the ſurplus of the ſaid yearly intereſt and rent in equal proportions, and after his death inteſtate, or *non compos*, they will be then intereſted in and entitled unto the ſaid ſum of one thouſand pounds, and alſo to the ſaid meſſuage and tenement, to be equally divided between them, and they being ſo intereſted and intitled in manner as aforeſaid, have mutually agreed, that as well as the arrears of intereſt and rent ſo now due as aforeſaid, and the ſurplus thereof, as alſo the ſubſequent yearly intereſt and rent from henceforth during the life of their ſaid brother, and after his death, that then the ſaid principal ſum of one thouſand pounds, as alſo the ſaid meſſuage, and tenement and premiſes, ſhall go, be paid, applied and diſpoſed of to them and their reſpective repreſentatives, equally in ſuch manner as herein after is in that behalf mentioned and expreſſed:

proved by one of executrixes.

That *T. S.* is diſordered in his underſtanding.

Mortgage to be aſſigned for his benefit.

Now under the care of *M. B.*

Monies diſburſed.

Arrears of intereſt.

expreſſed: **Now theſe preſents witneſs,** That in purſuance and performance of the ſaid recited agreement, and for the preventing of all ſuits, diſputes, and controverſies that may happen or ariſe touching the premiſes aforeſaid, and to the intent the yearly ſum of twenty pounds ſhall be paid for the ſupport and maintenance of the ſaid *T. S.* during his life, and for other the ends and purpoſes as aforeſaid, it is hereby mutually and reciprocally covenanted, promiſed, agreed, intended, and declared, by and between the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* for themſelves, and for their reſpective executors and adminiſtrators, in manner as follows, (that is to ſay) That the ſaid ſeveral ſums of twenty-three pounds ſeven ſhillings and ſeven-pence, and ſixty pounds ſo now reſpectively due to them the ſaid *J. J.* and *M. B.* for ſuch repairs and maintenances as aforeſaid, ſhall, in the firſt place, be paid them reſpectively out of the ſaid arrears of intereſt and rent ſo now due as aforeſaid, and that the ſurplus of the ſaid arrears of rent and intereſt ſhall be equally ſhared and divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* **And further,** that the ſaid *T. S.* ſhall from henceforth reſide and dwell with the ſaid *M. B.* his ſiſter at N. aforeſaid during their joint lives; and in caſe of the death of her the ſaid *M. B.* before the ſaid *T. S.* then at ſuch other place and with ſuch perſon or perſons as herein after is for that purpoſe mentioned, directed, and appointed; and that the ſaid yearly ſum of twenty pounds clear of all taxes, charges, and deductions whatſoever, ſhall be paid to her the ſaid *M. B.* during her life for his maintenance, and after her death then to ſuch other perſon or perſons who ſhall have the care and maintenance of the ſaid *T. S.* by and out of the ſaid yearly intereſt of the mortgage of one thouſand pounds aforeſaid, and the rent of the ſaid meſſuage, for the board and maintenance of him the ſaid *T. S.* **In conſideration** whereof the ſaid *M. B.* doth hereby covenant and agree to and with the ſaid *J. J. E.* his wife, *F. S. J. S.* and *C. S.* that ſhe the ſaid *M. B.* from time to time, and at all times, at her own coſts and charges during the joint lives of her and the ſaid *T. S.* ſhall and will find and provide him the ſaid *T. S.* with ſuitable and ſufficient meat, drink, waſhing, lodging, fire, candle, and apparel, and to take proper and due care of his perſon, and that he ſhall be well uſed there; and as to the ſurplus as well as of the yearly intereſt of the ſaid ſum of one thouſand pounds, as alſo the rents and profits of the ſaid meſſuage in H. ſtreet aforeſaid, after payment of the ſaid yearly ſum of twenty pounds for the maintenance of the ſaid *T. S.* as aforeſaid, **It is hereby further mutually declared and agreed** by and between the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* that the ſame ſhall, from time to time during the life of the ſaid *T. S.* go, be paid, and equally divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* their ſeveral and reſpective executors and adminiſtrators, in equal ſhares, and proportions, and be by them ſeverally and reſpectively taken and received to their ſeveral and reſpective proper uſes and benefit, without any benefit or advantage whatſoever of ſurvivorſhip, in the ſame manner and nature as tenants in common: And it is hereby further covenanted, declared, agreed, and intended by and between the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* in manner as follows, *viz.* That in caſe the ſaid *M. B.* ſhall happen to die before the ſaid *T. S.* and he ſhall ſurvive her, then and in ſuch caſe, he the ſaid *T. S.* ſhall be maintained, boarded, taken care of, and kept in manner as aforeſaid, with ſuch of them the ſaid *E. J. F. S. J. S.* and *C. S.* or with ſuch other perſon or perſons, and at ſuch place or places, as they the ſaid *E. J. F. S. J. S.* and *C. S.* or the ſurvivors of them, ſhall then or at any time hereafter, upon the death of any or either of them, by majority of voices determine, order, and direct the ſame; and in caſe there ſhall be at any time equality of voices touching the ſame, then, and in ſuch caſe, the ſame ſhall at all times be finally ordered and determined between the ſame ſurviving parties by their caſting or drawing lots, as in ſuch caſes uſed and accuſtomed; and that from and after the death of the ſaid *M. B.* the ſaid yearly ſum of twenty pounds ſhall from henceforth be paid out of the ſaid yearly intereſt of the ſaid one thouſand pounds and yearly rent of the ſaid meſſuage, on the days or times and in manner as the ſame is herein before mentioned, to ſuch perſon or perſons who ſhall have ſuch future care, board, and maintenance of him the ſaid *T. S.* during his life as aforeſaid. **Provided nevertheleſs,** and ſo as ſuch perſon or perſons ſhall and do provide for, maintain, and take ſuch care of him the ſaid *T. S.* as the ſaid *M. B.* hath herein before agreed to do and perform; **and further,** that from and immediately after the death of the ſaid *T. S.* that then as well as the ſaid principal ſum of one thouſand pounds, as alſo the ſaid meſſuage or tenement, ſituate in H. ſtreet aforeſaid, during the reſidue of the term of years then to come therein, and the clear rents and profits thereof, ſhall from henceforth go and be equally parted, ſhared, and divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* ſhare and ſhare alike, and to their ſeveral and reſpective executors, adminiſtrators, and aſſigns, and that without any manner of benefit or advantage of ſurvivorſhip whatſoever to be had or claimed by them, or any of them, of, in, or to the ſame premiſes or any part or parcel thereof. **And theſe premiſes further witneſs,** that to the end, intent, and purpoſe, as well as the arrears of intereſt of the ſaid thouſand pounds, and the rent of the ſaid meſſuage ſo now due as aforeſaid, as alſo all the future and ſubſequent yearly intereſt of the ſaid ſum of one thouſand pounds, and the clear yearly rent of the ſaid meſſuages during the life of him the ſaid *T. S.* ſhall be applied and paid to the ſeveral perſons, uſes, intents, and purpoſes, and in ſuch manner as are herein before mentioned, agreed, declared, and intended of and concerning the ſame reſpectively, **they** the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* **Have,** and each and every of them **Hath,** and by theſe preſents **Do,** and each and every of them **Doth** make, ordain, conſtitute and appoint, and in their place and ſtead depute and put the ſaid *J. R.* their true and lawful attorney in the name or names of them, or otherwiſe to aſk, demand, ſue for, recover, and receive of and from the ſaid *E. W.* and alſo all and every other perſon or perſons whatſoever, who are or ſhall be liable to pay the ſame, as well the arrears of the ſaid principal ſum of one thouſand pounds, and alſo the arrears of rent of the ſaid meſſuage ſo now due as aforeſaid, as likewiſe all the ſubſequent intereſt of the ſaid ſum of one thouſand pounds, and the yearly rent of the ſaid meſſuage from henceforth to grow due for the ſame reſpectively during the life of the ſaid *T. S.* and upon receipt thereof, or of any part or parts thereof, to give proper and ſufficient receipts and diſcharges for the ſame, and upon non-payment thereof, or of any part thereof, to commence any action or ſuit, or make any diſtreſs or diſtreſſes for the ſame, as occaſion may require; and alſo to let and ſet the ſaid meſſuage or tenement and premiſes, or make any contract for ſo doing, at the rent the ſame is now let at, or for the moſt rent that can be had or got for the ſame without fine; and for the end and purpoſes aforeſaid, they the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* do and each and every of them doth hereby give and grant unto the ſaid *J. K.* and his aſſigns, their full, whole, and abſolute power in all and ſingular the before mentioned premiſes, and that in and as full, large, and ample manner to all intents, conſiderations, and purpoſes whatſoever, as if they the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* or any of them, had

Covenants reſpecting the maintenance of ſaid *T. S.*

*M. B.* to find him meat, drink, *&c.* at her own expence.

Surplus of intereſt and rents, to be paid

equally amongſt *E. J. M. B. &c.*

and no benefit of ſurvivorſhip.

If *M. B.* die *T. S.* to be maintained, *&c.*

After death of *T. S.* principal ſum, *&c.* to be divided between, *&c.*

Power of attorney

to recover arrears, *&c.*

And let meſſuage, *&c.*

had been perſonally preſent, and actually tranſacted, executed, or done the ſame; and they do hereby ratify, allow, and confirm all and every ſuch legal acts, matters, and things as he the ſaid *J. K.* ſhall do or cauſe to be done in, about, touching, or concerning the before mentioned premiſes: **Nevertheleſs in truſt** and to, for, and upon the ſeveral uſes, ends, intents, and purpoſes herein before mentioned, expreſſed, intended, and declared of and concerning the ſame reſpectively: **And** the ſaid *J. K.* for himſelf, his executors, and adminiſtrators, doth hereby covenant to and with each and every of them the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* their reſpective executors, adminiſtrators, and aſſigns, that he the ſaid *J. K.* immediately after his receipt of the intereſt of the ſaid ſum of one thouſand pounds, and the clear yearly rent of the ſaid meſſuage or tenement, ſhall and will from time to time, and at all times (after all his reaſonable expences and charges for his trouble and pains in collecting the ſame thereout deducted, and which he is hereby enabled and impowered ſo to deduct and retain) account for, apply, and pay all the reſidue of the monies ſo to be by him received, to, for, and upon the ſeveral uſes, truſts, ends, intents, and purpoſes herein before mentioned, expreſſed, and declared of and concerning the ſame reſpectively, and to and for no other uſe, truſt intent, and purpoſe whatſoever. **And laſtly,** for the true performance of all and every the covenants and agreements herein before contained by each of them the ſaid parties to theſe preſents to be done and performed, they the ſame parties for themſelves and for their reſpective executors and adminiſtrators, do hereby ſeverally bind themſelves unto each other, and the executors and adminiſtrators of each other, in the penal ſum of five hundred pounds of lawful money of Great Britain firmly by theſe preſents, **In witneſs,** *&c.*

Truſts.
Attorney's covenant to pay monies as before mentioned.
Penalty.

*(Wilbraham.)*

*Agreement by Executors to ſell and aſſign an Eſtate, or Leaſe for Lives, and another for Years, to a Truſtee for another Perſon; with Proviſoes concerning the Deaths or Sickneſs of the* Ceſtuy que vie, *and Renewal of the Leaſe for Lives,*

**Articles,** *&c.* **Between** the Right Honourable *W.* Lord *C.* Viſcount *N.* Sir *J. M.* Knight of the Bath, and *T. B.* of, *&c.* Eſq; (Executors of the laſt Will and Teſtament of the Moſt Noble *E.* late Duke of *K.* deceaſed) of the one part, and *G. B.* of, *&c.* Gentleman, (for and on the behalf of *J. S.* Clerk, Archdeacon of *S.* in the ſaid County of, *&c.*) of the other part, as followeth, *(viz.)*

Conſideration.
Covenant to aſſign leaſe for lives.

**The ſaid** *W.* Lord *C.* Sir *J. M.* and *T. B.* (in conſideration of the ſum of one thouſand ſix hundred pounds of, *&c.* to be paid to them, ſome or one of them, by the ſaid *J. S.* in manner as herein after is mentioned) do hereby, for themſelves, their heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid *G. B.* his executors and aſſigns, for and on the behalf of the ſaid *J. S.* and his heirs, in manner as follows, *(viz.)* That they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, their, ſome or one of their heirs, executors, or adminiſtrators, on or before, *&c.* ſhall and will, at the coſts and charges of the ſaid *J. S.* his executors and adminiſtrators, by ſuch good and ſufficient conveyances and aſſurances in the law, as the counſel of the ſaid *J. S.* or his heirs, ſhall reaſonably adviſe or require, convey, aſſign, and aſſure, or cauſe to be conveyed, *&c.* unto, or in truſt for the ſaid *J. S.* and his heirs, a certain indenture of leaſe, dated, *&c.* made from the Right Reverend Father in God *R.* now Lord Biſhop of *W.* to the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* and alſo the premiſes therein comprized and granted, *viz.* **All** that, *&c.* (except as in the ſaid leaſe is excepted,) together with all the profit and advantage of renewal of the ſaid leaſe; **To hold** the ſaid, *&c.* (except as aforeſaid) unto the ſaid *J. S.* his executors, adminiſtrators, and aſſigns, from Michaelmas-day now next enſuing, for and during the ſeveral lives of *E.* now Duke of K. the Lady *F.* (daughter of the ſaid late Duke of K. and wife of *J.* late Earl of M. deceaſed) and the Right Honourable the Lady *F. P.* (ſiſter of the ſaid *E.* now Duke of K.) and the life of the longeſt liver of them, at and under the yearly rent of twenty ſhillings payable to the ſaid Lord Biſhop and his ſucceſſors in ſuch manner as in ſuch leaſe is mentioned: **And alſo,** That the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* and the ſurvivors, *&c.* ſhall and will at the like charge of the ſaid *J. S.* his, *&c.* (by ſuch good and ſufficient aſſurance in law, and as by, *&c.*) on or before, *&c.* aſſign and aſſure unto the ſaid *J. S.* his, *&c.* a certain other indenture of leaſe, bearing date, *&c.* and made from the late Right Reverend Father in God *C.* late Lord Biſhop of W. deceaſed, to the ſaid *E.* late Duke of K. deceaſed, and alſo of the premiſes demiſed by and compriſed in the ſame leaſe, *viz.* **All** that, *&c.* (except as in the ſame indenture of leaſe is excepted) together alſo with all benefit and advantage of renewal of the ſame leaſe; **To hold** the ſaid, *&c.* (except, *&c.*) unto the ſaid *J. S.* his, *&c.* from, *&c.* for the reſidue of a certain term of twenty-one years (by the ſame indenture of leaſe demiſed) which ſhall be then to come and unexpired, **At** and under the yearly rent of ten pounds payable to the ſaid Lord Biſhop and his ſucceſſors, in ſuch manner as by the ſaid indenture of leaſe is mentioned. **And the ſaid** *J. B.* (for and on the behalf of the ſaid *J. S.*) in conſideration of ſuch conveyances, aſſignment, and aſſurances, to be ſo reſpectively made of the ſeveral above mentioned leaſes and premiſes therein reſpectively compriſed as aforeſaid, **Doth** covenant, *&c.* to and with the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* their, *&c.* by theſe preſents, that upon the making and executing of ſuch conveyances, aſſignments, and aſſurances, in manner as herein above is mentioned, he the ſaid *J. B.* or the ſaid *J. S.* his, *&c.* ſhall and will well and truly pay or cauſe, *&c.* unto the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, or to the ſurvivors, *&c.* the ſaid ſum of one thouſand ſix hundred pounds, of, *&c.* which ſum is hereby agreed by all the parties hereto to be in full for the abſolute purchaſe of all and ſingular the premiſes ſo intended to be conveyed and aſſigned as above is mentioned and declared. **Provided always,** and it is hereby mutually agreed and declared by and between all the ſaid parties hereto, in manner as follows, *viz.* That in caſe they the ſaid *E.* now Duke of K. the ſaid Lady *F.* (wife of the ſaid late Earl of M.) and the Lady *F. P.* or any of them ſhall happen to die before Michaelmas-day now next, that then they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* or ſome of them, ſhall and will, at their charge, renew the ſaid firſt mentioned leaſe of the ſaid, *&c.* therein compriſed, with the ſaid now Biſhop of W. or his ſucceſſors, and add ſome other good life or lives in the room and place of ſuch life or lives ſo dying, (ſuch new life to be nominated by the ſaid *J. S.* his heirs or aſſigns, if he or they ſhall think fit) and in default of ſuch renewal, that then they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, ſhall allow and pay unto the ſaid *J. S.* out of his ſaid purchaſe-money, the ſum of ſeventy pounds for every ſuch life ſo dropping or dying within the time aforeſaid. **Provided alſo** and it is hereby further mutually agreed, that in caſe all or any of the ſaid three preſent lives in the ſame premiſes ſhall not on Michaelmas-day now next, be then in full and perfect health, that then and in ſuch

Covenant that on executing the ſaid leaſes, the truſtee or the Ceſtui que Truſt will pay the purchaſe-money, which is to be in full.
Proviſo that the *Ceſtui que Vie,* die before a certain day, the executors ſhall renew the leaſe for lives.
Or in default thereof, ſhall pay ſeventy pounds for each. And that if any of them at ſuch day be not in perfect health,

ſuch caſe they the ſaid *W.* Lord C. Sir *J. M.* and *T. B.* ſome or one of them, ſhall, out of the ſaid purchaſe-money, allow and pay to the ſaid *J. S.* or his heirs, the ſum of thirty-five pounds for each ſuch life as ſhall not be then in full health, towards his or their charge in the obtaining a new leaſe of the ſame premiſes, and getting a new life or lives in exchange of ſuch life or lives as on Michaelmas-day next ſhall not then be in ſuch full and perfect health as aforeſaid. to pay thirty-five pounds for each, towards renewal of ſuch leaſe.

*(Newman.)*

*An Agreement between two Joint Owners of Corn, for dividing the ſame as it is threſhed.*

**Articles, &c. Between** *T. J.* of, *&c.* of the one part, and *T. T.* of, *&c.* of the other part, as follows, *viz.*

**WHEREAS** the ſaid *T. J.* and *T. T.* are jointly poſſeſſed of a certain quantity of barley in the ſtraw, lately grown upon eight acres of land in, *&c.* and alſo of a certain quantity of oats, lately grown upon twenty acres of land in, *&c.* which ſaid barley and oats are now in the barn of the ſaid *T. J.* in, *&c.* and in a rick near the ſaid barn: Wherefore, for the better dividing of the ſaid barley and oats, as is herein after mentioned, it is covenanted and agreed between the ſaid parties in manner and form following, that is to ſay, **Firſt**, the ſaid *T. J.* doth for himſelf, his, *&c.* covenant, grant and agree, to and with the ſaid *T. T.* his, *&c.* by theſe preſents, That he the ſaid *T. T.* his, *&c.* and any other perſon and perſons to be by him or them appointed, ſhall or lawfully may from time to time, and at all times ſeaſonable, before the —— day of ——— next enſuing the date hereof, enter into and upon the barn of the ſaid *T. J.* before mentioned, and the cloſe thereunto adjoining, and threſh out and winnow all the ſaid barley and oats there; and alſo have, take and carry away, to and for the uſe and behoof of the ſaid *T. T.* his, *&c.* three fifth parts, or three parts, the whole in five parts to be divided, of all the ſtraw ariſing and coming of the ſaid barley and oats, being threſhed from time to time, as the ſame ſhall be threſhed, without any let, trouble, interruption or contradiction of or by the ſaid *T. J.* his, *&c.* and alſo that he the ſaid *T. T.* his, *&c.* and any other perſon or perſons to be by him appointed, upon reaſonable notice to be given to the ſaid *T. J.* his, *&c.* ſhall or lawfully may from time to time, and at all times ſeaſonable, after the barley and oats aforeſaid ſhall be threſhed and winnowed, enter into and upon the barn aforeſaid, and the ſaid barley and oats equally divided by the buſhel; and the moiety or one half of the ſaid barley and oats ſo divided; ſhall or may have, take and carry away, to and for the ſole and proper uſe of the ſaid *T. T.* his, *&c.* without any let, *&c.* of or by the ſaid *T. J.* his, *&c.* **Alſo** the ſaid *T. J.* for himſelf, his, *&c.* doth further covenant, *&c.* to and with the ſaid *T. T.* his, *&c.* by theſe preſents, That he the ſaid *T. J.* his, *&c.* ſhall not at any time before the ſaid barley and oats ſhall be equally divided, according to the true intent hereof, have, take or carry away from the barn or cloſe aforeſaid any part of the barley and oats aforeſaid. **Alſo** the ſaid *T. T.* doth for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *T. J.* his, *&c.* by theſe preſents, That he the ſaid *T. T.* his, *&c.* ſhall and will, at his and their only proper coſts and charges, threſh out and winnow all the barley and oats aforeſaid, or cauſe the ſame to be threſhed out and winnowed before the ſaid —— day of ——— next coming; and alſo that he the ſaid *T. T.* his, *&c.* ſhall and will permit and ſuffer the ſaid *T. J.* his, *&c.* peaceably and quietly to have, take and enjoy two fifth parts of all the ſtraw ariſing and coming of the barley and oats aforeſaid, the ſaid ſtraw to be divided by the daily threſhing (to wit) the ſaid *T. J.* to have two days threſhings, and the ſaid *T. T.* three days threſhings thereof interchangeably: And alſo that the ſaid *T. T.* his, *&c.* ſhall and will permit and ſuffer the ſaid *T. J.* his, *&c.* peaceably and quietly to have, take and enjoy, to and for his and their only and proper uſe and behoof, the moiety or one half of all the barley and oats aforeſaid, being equally divided by the buſhel as aforeſaid. **In witneſs, &c.**

*(Wood.)*

*An Agreement beeween four Joint Executors, for the better Execution of a Will.*

**Articles of Agreement Quadripartite** indented, *&c.* **Between** *W. C.* of, *&c.* of the firſt part, *A. C.* of, *&c.* of the ſecond part, *W. L.* of, *&c.* of the third part, and *T. D.* of, *&c.* of the fourth part, as follows:

**WHEREAS** *R. P.* late of, *&c.* the ——— day of, *&c.* made his laſt will and teſtament in writing, and did thereby make and appoint the ſaid *W. C. A. C. W. L.* and *T. D.* executors of his ſaid laſt will, and ſhortly after the making thereof died, as by the ſaid will, *&c.* may appear: **Now**, for the better execution of the ſaid will, it is covenanted and agreed between the ſaid executors, in manner and form following, that is to ſay, Firſt, the ſaid *W. C.* doth for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *A. C. W. L.* and *T. D.* their executors and adminiſtrators by theſe preſents, that the ſaid *W. C.* ſhall not nor will not acquit, releaſe and diſcharge any debt, duty or ſum of money due unto the ſaid *R. P.* in his life-time, nor any debt, duty or ſum of money due unto the ſaid *W. C. A. C. W. L.* and *T. D.* by reaſon or means of the execution of the laſt will and teſtament of the ſaid *R. P.* nor acquit, releaſe, diſcharge, diſcontinue or otherwiſe annul any ſuit, action, cauſe, plaint, or other legal proceeding to be by them brought, proſecuted or commenced, for any matter, cauſe or thing whatſoever, touching the execution of the laſt will and teſtament of the ſaid *R. P.* without the ſpecial licence and conſent of the ſaid *A. C. W. L.* and *T. D.* the ſurvivors and ſurvivor of them, therein or thereto firſt had and obtained; **And alſo** that he the ſaid *W. C.* his executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter, at and upon every reaſonable requeſt of the ſaid *A. C. W. L.* and *T. D.* and the ſurvivors and ſurvivor of them, give and deliver up unto them, and the ſurvivors and ſurvivor of them, a true, exact and juſt particular of all and ſingular the ſum and ſums of money, as well ſuch as have been received as alſo ſuch as have been diſburſed by the ſaid *W. C.* in, about or concerning the execution of the laſt will and teſtament of the ſaid *R. P.* and ſhall and will acquit and diſcharge the ſaid *A. C. W. L.* and *T. D.* their executors and adminiſtrators, of and from all ſum and ſums of money received or to be received by the ſaid *W. C.* in and about the execution of the laſt will and teſtament of

Teſtator's will.

One executor covenants with the others that he will not releaſe any of the teſtator's debts, *&c.* without their conſent.

And to account,

and diſcharge the other executors of what he receives.

and pay his share of costs and charges of suits,

and concur in paying debts, &c.

and disposing of lands, &c.

of the said *R. P.* of, from and against all and every person and persons to whom such sum or sums of money doth, shall or may of right belong and appertain, and such sum and sums of money so by him received or to be received, shall and will pay, dispose and employ, as by the last will and testament of the said *R. P.* is directed, limited and appointed: **and also** that he the said *W. C.* his executors and administrators, shall and will from time to time, and at all times hereafter, sustain, bear, pay, and discharge the fourth part, or one part, the whole in four parts to be divided, of all costs, charges and expences, which they the said *W. C. A. C. W. L.* and *T. D.* and the survivors and survivor of them, shall any way sustain, bear, pay or be put unto, by prosecuting or defending of any suit in law or equity, or otherwise, by occasion, means or reason of the execution of the last will and testament of the said *R. P.* without fraud or guile; **and also** that he the said *W. C.* shall and will assist and concur with the said *A. C. W. L.* and *T. D.* the survivors and survivor of them, in and about the payment of the debts of the said testator *R. P.* and of the legacies given and disposed by the said *R. P.* in his said last will, and in the selling and disposing of the lands, tenements and hereditaments of the said *R. P.* by the said will of the said *R. P.* appointed to be sold, and in all other things tending to the due execution of the last will and testament of the said *R. P.* without fraud or guile: **and** the said *A. C.* doth covenant, &c. (*mutatis mutandis* as to the other parties.) **In witness**, &c.

*(Wood.)*

*Articles of Agreement for a Purchase of Lands at a certain Price, and to make a good Title and Conveyance within a certain Time, and not to cut down Timber,* &c. *in the mean Time. The Purchaser covenants to pay the Money.*

**Articles of Agreement**, made and agreed upon this fifth day of May, in the year of our Lord 1779, **Between** *Abel Ashford*, of, &c. Esquire, of the one part, and *Charles Carr*, of, &c. Esquire, of the other part.

Vender covenants

to make out a good title to the satisfaction of vendee's counsel, and convey premises free from incumbrances, except, &c.

Premises.

not to commit waste,

**First**, The said *Abel Ashford*, in consideration of the sum of twelve thousand pounds, to be paid to him by the said *Charles Carr*, pursuant to the covenant and agreement of the said *Charles Carr* herein after in that behalf contained, **doth** for himself and his heirs covenant and agree with the said *Charles Carr*, That he the said *Abel Ashford* or his heirs shall and will, before the 10th day of August now next ensuing, to the satisfaction of the counsel of the said *Charles Carr* or his heirs, make out a good title to, and (by such good and sufficient conveyances and assurances in the law, with reasonable covenants as the said counsel of the said *Charles Carr* or his heirs shall advise) convey and assure, or cause to be conveyed and assured in possession unto the said *Charles Carr* and his heirs, or unto such person or persons as he or they shall in that behalf nominate and appoint, free from incumbrances, (except some fee farm or other rents not exceeding the yearly sum of three pounds, payable out of the manor, lands and hereditaments hereinafter mentioned, or some part thereof) **all that** the manor of Darton, with the appurtenances, in the county of Essex, **and also** all that capital messuage, with the appurtenances, called Darton, in the same county, **And** all messuages, farms, lands, tenements, rents and hereditaments whatsoever, to the said manor and capital messuage, or either of them, belonging or therewith used, or reputed as part thereof; **and all** other the manors, messuages, lands, tenements, rents and hereditaments whatsoever, of him the said *Abel Ashford*, or whereof or wherein he the said *Abel Ashford*, or any person or persons in trust for him, have or hath any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate and being in or near the parishes or places of Darton and Freuly, or either of them, in the said county of Essex, which said manor, capital messuage, lands and hereditaments are now of the yearly value of four hundred and forty pounds, **and also** that he the said *Abel Ashford* shall not nor will in the mean time cut down any timber or trees, or commit any strip, waste or spoil whatsoever, in or upon the premises, or any part thereof, nor shall or will grant any new leases of the premises, or any part thereof, without the privity and consent of the said *Charles Carr* or his heirs.

Purchaser covenants to pay the money.

**The said** *Charles Carr*, in consideration of the covenant and agreement herein before contained on the part of the said *Abel Ashford*, **doth** hereby for himself and heirs covenant and agree with the said *Abel Ashford*, that he the said *Charles Carr*, his heirs, executors or administrators, shall and will, upon making and executing such conveyances and assurances as aforesaid, pay or cause to be paid unto the said *Abel Ashford*, his heirs, executors or administrators, the sum of twelve thousand pounds of lawful money of Great Britain, as and for, and in full for the absolute purchase of the said manor, messuages, farms, lands, tenements, hereditaments and premises. **In witness**, &c.

*(Horseman.)*

*Agreement for the Sale of a Manor at ——— Years Purchase, besides the Timber Trees which are to be valued, and the Copyhold Fines payable by the Tenants on Death or Alienation, are likewise to be valued, and ——— Years Purchase given for the same: The Purchaser to enter and pay five Pounds* per Cent. *till Purchase-Money paid, and Part thereof to be paid to a Mortgagee.*

**Articles**, &c. **Between** *A. B.* of, &c. and *C. D.* of, &c.

Recital of agreements for purchase, at twenty-three years purchase, and the timber to be separately paid for as valued by persons to be chosen.

**Whereas** the said *C. D.* has contracted and agreed with the said *A. B.* for the absolute purchase of the estate, fee-simple and inheritance of **all that**, &c. situate, &c. as the same, &c. is described and set forth in the particular hereunder written, after the rate of twenty-three years purchase for the neat rent, after deducting outgoings and incumbrances; and over and above the said twenty-three years purchase, it is agreed between the said parties, that the timber (which is considerable) on the said estate and premises so contracted for, is to be valued and paid for by the said *C. D.* his, &c. which timber, including the bark, lops and tops thereof, are to be valued by two indifferent persons, skilful in measuring and valuing timber, one of which persons is to be named and chosen by the said *A. B.* and other, by the

the ſaid *C. D.* and if they cannot agree upon the value, then ſuch perſons ſo choſen ſhall chuſe a third perſon as an umpire, who is to end the difference between the other two perſons; which umpire is to be a perſon ſkilful in meaſuring and valuing timber: **And whereas** there is now a mortgage of about two thouſand pounds and intereſt upon the ſaid eſtate, and the perſon in whom the intereſt of ſuch mortgage is veſted, being deſirous to have the ſame paid in, the ſaid *C. D.* hath agreed, as ſoon as good and legal aſſignment of the ſaid mortgage is and ſhall be prepared, to advance unto the ſaid *A. B.* his, *&c.* the ſaid ſum of two thouſand pounds, to enable the ſaid *A. B.* his, *&c.* to pay off ſuch mortgage, which is at the ſame time to be aſſigned and conveyed by the ſaid *A. B.* his, *&c.* and all other perſons to the ſaid *C. D.* his, *&c.* or to ſuch perſon or perſons as he or they ſhall direct, at the coſts of the ſaid *A. B.* but in ſuch manner as the counſel of the ſaid *C. D.* his, *&c.* ſhall approve, direct, or adviſe: **Now theſe Preſents witneſs**, and the ſaid *A. B.* doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *C. D.* his, *&c.* by theſe preſents, that he the ſaid *A. B.* his, *&c.* ſhall and will, in conſideration of the ſaid *C. D.* his, *&c.* paying unto him the ſaid *A. B.* his, *&c.* ſo much money as the ſame manor, eſtate, and timber, with the bark, lops, and tops thereof ſhall amount unto, according to the underwritten particular, the manor, eſtate, and land, at the rate of twenty-three years purchaſe, and the timber to be valued in manner as aforeſaid, convey and aſſure the ſaid manor and eſtate, (mentioned in the ſaid particular) and the fee-ſimple and inheritance thereof, within —— months, *&c*, unto the ſaid *C. D.* his, *&c.* to the only uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, or to ſome other perſon or perſons, in truſt for the ſaid *C. D.* his heirs and aſſigns, free, *&c.* except, *&c.* **And** the ſaid *C. D.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *A. B.* his, *&c.* by, *&c.* in manner following, (that is to ſay) That he the ſaid *C. D.* his, *&c.* ſhall and will, upon having a good title made to him, his, *&c.* or any other perſon or perſons in truſt for him, his, *&c.* as aforeſaid, and at his and their coſts and charges in the law, of the ſaid manor, *&c.* free, *&c.* except *&c.* pay and advance the ſaid ſum of two thouſand pounds of, *&c.* unto the ſaid *A. B.* his, *&c.* to enable him or them to pay off and diſcharge the ſaid mortgage, which is at the ſame time to be aſſigned, *&c.* (*ut ſupra*) to adviſe for ſecuring the ſame ſum of two thouſand pounds, and on executing ſuch conveyances of the ſaid manor, *&c.* to, *&c.* by, *&c.* as aforeſaid, ſhall and will pay or cauſe, *&c.* unto the ſaid *A. B.* his, *&c.* ſo much good and lawful money of Great Britain as the ſaid eſtate and premiſes, after all deductions, outgoings, and incumbrances ſhall amount to, at the rate of twenty-three years purchaſe; and alſo ſo much more good and lawful money of, *&c.* as the timber, barks, lops, and tops aforeſaid, on the ſaid eſtate, being valued as before directed, ſhall amount to; the ſaid two thouſand pounds ſo to be advanced in diſcharge of the ſaid mortgage, being to be allowed as an accounted part of ſuch purchaſe-money. **Alſo** it is agreed by and between the ſaid parties to theſe preſents, that the ſaid perſons ſo to be choſen to value the ſaid timber, ſhall alſo in like manner value all the oak, aſh, and elm trees under the ſize of timber ſtanding and growing on the ſaid premiſes, if ſuch trees, or ſo many thereof as are in the judgment of ſuch perſons uſually paid for in purchaſes; and ſhall alſo in the like manner value the growth of all the woods and underwoods belonging to the ſaid premiſes, according to the cuſtom of that country; but regard is to be had in valuing the ſame, to leave ſo much timber, trees, and woods, as are ſufficient to repair the farm, and find the ſame with firewood. And whatever ſum of money the ſame trees, woods, and underwoods ſo to be valued ſhall amount to, that is to be added to, and to be part of the purchaſe-money hereby contracted for. **Alſo** it is agreed between, *&c.* that the copyhold fines due or belonging to the ſaid manor upon a death or alienation, ſhall alſo be valued by two other perſons, one to be choſen by the ſaid *A. B.* his, *&c.* and the other by the ſaid *C. D.* his, *&c.* who are to compute what the ſame are worth *communibus annis*; and the ſaid *C. D.* ſhall pay after the rate of twenty-three years purchaſe for what the ſame ſhall be computed, taken at the medium of what the fines have produced for the laſt twenty-three years, to be worth yearly, and whatever ſum or ſums of money the ſame ſhall, upon ſuch computation, amount to, ſuch ſum or ſums ſhall be added unto and be part of the purchaſe-money hereby contracted for. **And laſtly**, it is hereby agreed by, *&c.* and the true intent, *&c.* are, that it ſhall and may be lawful for the ſaid *C. D.* his, *&c.* to enter upon the ſaid manor and premiſes, at or upon, *&c.* and to have and receive the rents and profits of the premiſes from the ſaid, *&c.* for his own uſe and benefit, he the ſaid *C. D.* his, *&c.* in lieu thereof, allowing and paying unto the ſaid *A. B.* his, *&c.* five pounds *per cent. per annum* for the whole purchaſe-money agreed to be given and contracted for, for the ſaid eſtate, until any part of the ſaid purchaſe-money ſhall be to the ſaid *A. B.* or to his heirs, or to any other perſon to his or their uſe, then the intereſt of ſo much of the ſaid purchaſe-money ſo to be paid as aforeſaid, ſhall ceaſe, and the intereſt, after the rate aforeſaid, ſhall be paid and anſwered for the remainder of ſuch purchaſe-money only. **In witneſs**, *&c.*

A mortgage to be paid off and aſſigned to the purchaſer.

Covenant on paying twenty-three years purchaſe, and for the timber, to convey.

Covenant, on having a good title made, to pay off the mortgage; and the reſt of the purchaſe-money for the eſtate and timber.

Agreement as to trees under the ſize of timber;

and underwoods.

Copyhold fines to be valued by two other perſons, for which the purchaſer is to pay twenty-three years purchaſe.

When the purchaſer ſhall enter, and receive the profits, paying five pounds *per cent.* for the purchaſe-money till it is paid.

(*Jones.*)

*The particulars referred to in the above Articles of Agreement.*
*(Here mention the particulars.)*

*Another Agreement for the Sale of a Freehold Eſtate at ——— Years Purchaſe, the Purchaſer to retain Part of the Purchaſe-Money to pay off Incumbrances, and to buy in a Reverſion of Part of the Premiſes; if the Reverſion cannot be got in, the Purchaſer may make void this Agreement, wherein are likewiſe Articles for the Valuation of Timber*, &c. *which is to be paid for ſeparately.*

**Articles**, *&c.* **Between** *A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part.

**FIRST**, **It is agreed**, by and between the ſaid *A. B.* and the ſaid *C. D.* that the ſaid *A. B.* ſhall purchaſe of the ſaid *C. D.* and the ſaid *C. D.* ſhall ſell and convey unto the ſaid *A. B.* all his eſtate, lands, tenements, and hereditaments, at, *&c.* and elſewhere in the county of E. upon the terms herein after mentioned. **And**, That the ſaid *A. B.* ſhall pay to the ſaid *C. D.* for the purchaſe of the ſaid premiſes, after the rate of twenty-three years purchaſe for the whole premiſes, according to the preſent annual rents, as the ſame are now let to the tenants, and the like rents of twenty-three years purchaſe for all the coppice ground belonging to the ſaid premiſes, not let to the tenants, computing the annual value of ſuch coppice ground after the rate of twenty ſhillings *per* acre, the long meaſure, by which coppice grounds is uſually meaſured in that county. **And further**, That the ſaid *A B.* ſhall pay to the ſaid *C. D.* for all the timber growing on the whole eſtate, as the ſame ſhall be valued by two indifferent perſons, one to be choſen by the ſaid *A. B.* and the other by the ſaid *C. D.* in which valuation of timber all trees growing on the premiſes

Agreement for the purchaſe and ſale, at —— years purchaſe.

How to be computed.

Timber to be valued.

What deemed timber.

Underwood to be valued.

Purchaſer to take the eſtate as it is, without allowance for repairs, &c.

A good eſtate in fee-ſimple to be conveyed.

The purchaſer to retain ſo much of the purchaſe-money as will pay off mortgages.

Reverſion of part of premiſes, and for obtaining a decree or act.

Reſidue of purchaſe-money to be paid the vendor.

Premiſes ſtand charged till reverſion purchaſed.

The vendor to bear the charges of buying in a reverſion of part of the premiſes.

If reverſion cannot be got in, the purchaſer ſhall be at liberty to vacate this agreement, and be paid back his money, diſcounting rents, &c. got in.

But if conveyed, ſurplus of five hundred pounds to be paid to the vendor.

Agreements as to arrears of rent, and time elapſed between the rent-day and day of poſſeſſion.

The timber not to be valued till winter, and the purchaſer to give a bond for the money.

premiſes ſhall be accounted timber, which are of the value of one ſhilling, or above that value, to be eſtimated according to the uſual manner and cuſtom of valuing timber; including as well the timber trees growing on the foreſt, as on the other parts of the eſtate: and the ſaid *A. B.* ſhall alſo pay for the underwood growing on the ſaid foreſt ground, according to the valuation to be made thereof by two ſuch perſons as aforeſaid; provided it ſhall appear that the ſaid *C. D.* has a right of ſelling ſuch timber and cutting down ſuch underwood on the foreſt ground at his pleaſure. And it is alſo agreed, that the ſaid *A. B.* ſhall take the ſaid eſtate in the condition it now is, without any allowance or deduction for the repairs of the premiſes, or for the ſea walls, or the tenants boots, or for the life of the widow *F.* in reſpect of the one hundred pounds *per annum* payable to her. And that for and in conſideration of the premiſes, and of the ſaid purchaſe-money, the ſaid *C. D.* ſhall forthwith (or with all convenient ſpeed) convey, or procure to be conveyed to the ſaid *A. B.* and his heirs, a good eſtate in fee-ſimple in all the premiſes, free from all incumbrances, (except the ſaid annuity of one hundred pounds, payable to Mrs. *F.* for her life;) in which conveyance are to be included not only the farms, &c. in leaſe to the tenants, but alſo all the foreſt ground, &c. belonging to the ſaid *C. D.* and alſo, &c. And in general all the eſtate, &c. which the ſaid *C. D.* hath in the ſaid lands and premiſes, or any other lands and premiſes in E. aforeſaid; and the ſaid *A. B.* ſhall be let into the poſſeſſion of the ſaid premiſes. And it is alſo agreed, That all the incumbrances and mortgages now on the premiſes, (except as before excepted) ſhall be paid by the ſaid *A. B.* out of the ſaid purchaſe-money, to be paid for ſuch part of the lands and premiſes as are now let to the tenants as aforeſaid, to ſuch of the mortgagees as ſhall be willing to take in their money; but as to ſuch of the mortgagees as ſhall inſiſt on the uſual notice, the ſaid *A. B.* ſhall retain in his hands ſo much of the purchaſe-money as is ſufficient to anſwer the principal and intereſt then due to ſuch mortgagees. And the ſaid *A. B.* ſhall be allowed to retain in his hands as much of the ſaid purchaſe-money as ſhall be ſufficient for the buying in the reverſion of part of the premiſes herein after mentioned, and the charges thereof, and for the obtaining and proſecuting any decree or act of parliament for that purpoſe. And the riſidue of the ſaid purchaſe-money (after deducting what is hereby agreed to be retained in his hands as aforeſaid) ſhall be paid to the ſaid *C. D.* or his aſſigns, for which the ſaid whole premiſes ſhall ſtand and remain as ſecurity to the ſaid *A. B.* till the ſaid reverſion ſhall be purchaſed as aforeſaid. And that as to ſuch part of the ſaid lands and premiſes as the ſaid *C. D.* is poſſeſſed of only for the remainder of a term of five hundred years, the ſaid *C. D.* ſhall be at the charge of purchaſing in the reverſion of the ſaid premiſes, and of any decree or act of parliament to be obtained for that purpoſe, ſo as that the fee-ſimple and inheritance thereof may be conveyed to the ſaid *A. B.* and his heirs, for which a ſufficient part of the ſaid purchaſe money ſhall be left in his hands, as in the next preceding articles is provided. And alſo that in caſe it ſhall be found that the ſaid reverſion cannot be brought, or otherwiſe got in, and if the ſame ſhall not be actually conveyed to the ſaid *A. B.* on or before, &c. the ſaid *A. B.* ſhall be at liberty to vacate the preſent agreements of the ſale and purchaſe of the ſaid premiſes, and ſhall be paid back what of the ſaid purchaſe-money he ſhall have then paid, with intereſt for the ſame, diſcounting thereout what he ſhall have then received by the rents and profits of the ſaid premiſes, to the ſaid *C. D.* or his aſſigns, or as he ſhall appoint, free from all incumbrances done by the ſaid *A. B.* But if the reverſion of the ſaid premiſes ſhall be brought in and conveyed to the ſaid *A. B.* the ſurplus of the ſaid ſum of five hundred pounds (after deducting what ſhall have been paid for that reverſion, and the charges of getting in the ſame) ſhall be paid to the ſaid *C. D.* with intereſt for the ſame from the time when the ſaid *C. D.* ſhall have had poſſeſſion of the premiſes. And it is further agreed, that if at the time of executing the ſaid conveyance and letting the ſaid *A. B.* into the poſſeſſion of the ſaid premiſes, three months or upwards ſhall have then elapſed ſince the laſt rent-day, the ſaid *C. D.* ſhall have an allowance in reſpect of the ſaid three months ſo elapſed, and ſhall alſo have liberty to receive any rent which ſhall be in arrear in the tenants hands at the ſaid then laſt rent-day. And that in regard it may be very difficult (if not impracticable) rightly to view and value the timber growing on the ſaid premiſes, and to meaſure the coppice ground, during the ſummer ſeaſon, by reaſon whereof the purchaſe-money to be paid by the ſaid *A. B.* in reſpect of ſuch timber and coppice ground cannot at preſent be reduced to a certainty, it is agreed that the valuing the ſaid timber and meaſuring the ſaid coppice ground, ſhall be deferred till the next fall of the leaf, and that in the mean time the ſaid *A. B.* ſhall give to the ſaid *C. D.* or to ſome other perſon whom he ſhall name, in truſt for him, a bond in a ſufficient penalty, conditioned to pay for the ſaid timber and coppice ground, according to the valuation and rates aforeſaid, as ſoon as the ſame ſhall be valued and meaſured as aforeſaid. In witneſs, &c.

*(Newnam.)*

## *An Agreement to indemnify a Perſon, who had employed a Bricklayer to build a Houſe, from being charged with other Workmens Bills.*

WHEREAS *T. L.* bricklayer, hath begun and propoſed building and finiſhing an houſe in W. ſtreet, for or on account of *Knightly D'Anvers*, the ſaid *T. L.* not only doing the brick work thereof, but alſo finding and providing all materials, and paying all workmen concerned therein, ſo long as the ſaid *Knightly D'Anvers* ſhall think fit to employ the ſaid *T. L.* the ſaid *Knightly D'Anvers* from time to time, when and as the ſaid *T. L.* ſhall deliver bills, paying him the ſaid *T. L.* ready money for what ſhall then have been done: Now we whoſe names are hereunto ſubſcribed, being perſons that have been, or are intended to be employed by the ſaid *T. L.* to find materials, or do work in and about the houſe, walls, or garden thereto belonging, do hereby ſeverally acknowledge and declare that we have found and ſhall find ſuch materials, and have done or ſhall do ſuch work, upon the credit of the ſaid *T. L.* only, and not on the credit of the ſaid *Knightly D'Anvers:* And that we do accept the ſaid *T. L.* for our paymaſter, and will not at any time hereafter expect, aſk, or demand any thing of or from the ſaid *Knightly D'Anvers*, his executors or adminiſtrators, for, by reaſon or on account of what we have done or found, or ſhall ſeverally do or find in or about the ſaid premiſes as aforeſaid.

| | | |
|---|---|---|
| *J. C.* Saſhmaker. | *S. J. W.* Brickmaker. | *I. G.* Maſon. |
| *P. C.* Plumber. | *M. R.* Slater and Plaiſterer. | *W. I.* Glazier, &c. |
| *J. R.* Painter. | *T. C.* Carpenter. | *T. G.* Digger. |

*(Wood.)*

*An*

*An Agreement between an Adminiſtrator and one who ſtood indebted to the Inteſtate by Bond, that if the Party ſhall maintain and keep a poor Child, ſo as the Adminiſtrator ſhall be freed of that Charge, that he ſhall be acquitted of the Bond.*

**Articles, &c. Between** *J. F.* adminiſtrator of the goods, *&c.* of *W. F.* deceaſed, of the one part, and *R. S.* of the other, as follows.

**Whereas** the ſaid *R. S.* ſtood bound unto the ſaid *W. F.* in his life-time and at his death, by obligation, in the ſum of one hundred pounds, with condition indorſed, for the payment of fifty-two pounds at a day and place in the condition of the ſaid obligation mentioned, as by the ſame appears; **And** whereas letters of adminiſtration are of late obtained by the ſaid *J. F.* for the true adminiſtration of all and ſingular the goods, rights and credits of the ſaid *W. F.* and hath put the ſaid bond in ſuit againſt the ſaid *R. S.* **And whereas** the intent of the ſuing of the ſaid obligation was only to get the ſaid debt of the ſaid *R.* for the relief of *A. F.* the daughter of the ſaid *W. F.* who hath for divers years paſt been chargeable to the ſaid *J. F.* and his father, which ſaid *A. F.* the ſaid *R. S.* hath of late taken from the ſaid *J. F.* and his father, with intent and promiſe to maintain her during her life, with ſufficient meat, drink and apparel, in ſuch ſort as the ſaid *A. F.* ſhall not at any time hereafter be chargeable to the ſaid *J. F.* or his father: **Now it is hereby concluded and agreed,** by and between the ſaid parties to theſe preſents, that the ſaid *R.* his executors or adminiſtrators, ſhall ſufficiently maintain and keep, or cauſe to be maintained and kept, the ſaid *A.* from time to time, during the life of the ſaid *A.* with ſufficient meat, drink and apparel, and of and from the maintaining and keeping of the ſaid *A.* ſhall at all times hereafter, and from time to time diſcharge and keep harmleſs the ſaid *J. F.* and his ſaid father, and their and every of their executors and adminiſtrators: **And** the ſaid *J. F.* in conſideration thereof, doth hereby promiſe to the ſaid *R. S.* that if the ſaid *R.* ſhall at any time hereafter be ſued or troubled at the ſuit of the ſaid *J. F.* as adminiſtrator of the ſaid *W.* upon the ſaid bond, or that the action or ſuit already begun ſhall be by the ſaid *J.* or by any other perſon for him, or in his name, or by his conſent or privity, proſecuted in law againſt the ſaid *R.* during ſo long time as the ſaid *R.* ſhall ſo ſufficiently maintain and keep the ſaid *A.* with ſuch meat, drink and apparel, in ſuch ſort as the ſaid *J. F.* or his ſaid father ſhall not at any time hereafter be charged or chargeable with the maintaining and keeping the ſaid *A.* that then the ſaid *J.* his executors and adminiſtrators, ſhall and will bear and pay all ſuch ſum and ſums of money, coſts, charges and expences as the ſaid *R.* ſhall be put unto, or be lawfully enforced to pay, diſburſe or expend, by occaſion aforeſaid. **In witneſs,** *&c.*

*Agreement to aſſign a Leaſe of an Inn by the only Son, ſole Executor and Reſiduary Legatee of the Father, to a Debtor to the Father, (purſuant to a Contract made in his Life-time) wherein the Debtor covenants to pay the Debt and Conſideration Money at different Times.*

**Articles, &c. Between** *J. K.* of, *&c.* of the one part, and *R. J.* only ſon and ſole executor and reſiduary legatee of the laſt will and teſtament of his late father *R. J.* late of London, merchant, deceaſed, of the other part.

**Whereas** upon an account made up and ſtated by and between the ſaid *J. K.* and the ſaid *R. J.* deceaſed, in his life-time, there appears to be juſtly due and owing from the ſaid *J. K.* to the eſtate of the ſaid *R. J.* deceaſed, the ſum of one thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, of, *&c.* **And whereas** the ſaid *J. K.* did contract and agree with the ſaid *R. J.* deceaſed, in his life-time for the purchaſe of his the ſaid *R. J.*'s leaſe and term for years to come, of and in the St. C. Inn, with the appurtenances, now in the tenure of the ſaid *J. K.* ſituate and being in E. aforeſaid, at and for the ſum of one thouſand pounds. **And whereas** the ſaid ſeveral ſums of one thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, and one thouſand pounds, amounting together to the ſum of two thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, are hereby agreed ſhall be paid by the ſaid *J. K.* to the ſaid *R. J.* (party hereto) in manner following (that is to ſay) The ſum of one thouſand five hundred pounds, part thereof, at Michaelmas-day next enſuing the day of the date hereof, and the ſum of four hundred and twenty-three pounds, eight ſhillings, and ſixpence, other part thereof, upon the feaſt-day of St. Thomas the Apoſtle, then next following, and the ſum of four hundred and twenty-three pounds, eight ſhillings and ſixpence, reſidue, and in full payment of the ſaid ſum of two thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, upon the twenty-fifth day of March next enſuing the day of the date of theſe preſents: **Now theſe preſents witneſs,** That the ſaid *J. K.* for himſelf, *&c.* doth covenant with the ſaid *R. J.* party hereunto, his, *&c.* in manner following, *viz.* That he the ſaid *J. K.* his, *&c.* ſhall and will well and truly pay the ſaid ſum of two thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, unto the ſaid *R. J.* party hereto, his, *&c.* at the ſeveral days and times, and in the manner herein before agreed, limited and expreſſed for the payment thereof: **and alſo** that he the ſaid *J. K.* his, *&c.* ſhall and will, upon the ſaid Michaelmas-day now next enſuing, give and execute ſuch ſecurity to the ſaid *R. J.* party hereto, his, *&c.* for the payment of the ſum of eight hundred and forty-ſix pounds, ſeventeen ſhillings, part of the ſaid ſum of two thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings, as he the ſaid *R. J.* party hereto, his, *&c.* ſhall approve of; **and alſo** that he the ſaid *J. K.* his, *&c.* ſhall, upon the ſaid ——— day next enſuing the day of the date hereof, well and truly pay unto the ſaid *R. J.* party hereto, his, *&c.* the one half of a year's rent which ſhall then become due for the ſaid inn and premiſes, (parliamentary taxes uſually paid by landlords being thereout deducted and allowed) **And** the ſaid *R. J.* party hereto, doth hereby, for himſelf, *&c.* covenant with the ſaid *J. K.* his, *&c.* that he the ſaid *R. J.* party hereto, his, *&c.* ſhall and will, upon the ſaid Michaelmas-day next enſuing the day of the date hereof, and upon payment to him or them made by the ſaid *J. K.* his, *&c.* of the

*J. K.* debtor on the balance of account to the eſtate of *R. J.* the father, in 1346l. 17s.

*J. K.* contracted with *R. J.* the father for his leaſe of an inn at 1000l.

1500l. part thereof to be paid at Michaelmas next, and 423l. 8s. 6d. on St. Thomas the Apoſtle's day, and 423l. 8s. 6d. the reſidue.

*J. K.* covenants to pay the debt and the conſideration money as before agreed, and to give ſecurity on Michalmas-day for 846l. 17s. and ſhall then pay half a year's rent.

*R. J.* covenants that on Michaelmas-day (on *J. K.*'s paying the ſaid 1500l. and giving ſecurity for the ſaid 846l. 17s.) he will aſſign, *&c.* the ſaid inn.

the ſum of one thouſand five hundred pounds, (part of the ſaid ſum of two thouſand three hundred and forty-ſix pounds, ſeventeen ſhillings) and upon the ſaid *J. K.* his heirs, *&c.* giving ſuch ſecurity for the payment of the ſaid ſum of eight hundred and forty-ſix pounds, ſeventeen ſhillings (reſidue of the ſaid ſum of two thouſand three hundred and forty-ſix pounds ſeventeen ſhillings) well and ſufficiently aſſign and transfer unto the ſaid *J. K.* his, *&c.* or unto ſuch other perſon or perſons, and his and their executors, *&c.* as he or they ſhall nominate or appoint, the ſaid inn with the appurtenances, called the —— in E. aforeſaid, and all the eſtate, right, title, intereſt and term of years to come, claim and demand of him the ſaid *R. J.* party hereto, of, in, to or out of the ſame, and the leaſe thereof, free from all incumbrances done or commited by the ſaid *R. J.* party hereto, or his ſaid late deceaſed father, as by the ſaid *J. K.* his executors or adminiſtrators, or their counſel learned in law, ſhall be reaſonably deviſed, adviſed or required. **And it is hereby agreed** that the ſaid aſſignment ſhall be made at the coſts and charges of the ſaid *J. K.* his executors and adminiſtrators. **In witneſs**, *&c.*

*(Jones.)*

*For performing Bricklayers and Tylers Work in building a Houſe.*

**Agreed**, &c. **Between** *A. K.* of the one part, and *W. B.* of the other part, as followeth, (that is to ſay)

**THE** ſaid *W. B.* for the conſideration hereunder mentioned, **Doth** for himſelf, his executors and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid *A. K.* his executors, adminiſtrators and aſſigns, in manner following, (that is to ſay) That he the ſaid *W. B.* his executors, adminiſtrators, workmen, ſervants, or aſſigns, in ſufficient and workman-like manner, at his and their own charges, with the materials to be for that purpoſe provided by the ſaid *A. K.* ſhall and will do and perform all the work and workmanſhip belonging to the bricklayer and tyler, in and about the erecting and building of one good and ſubſtantial new meſſuage or tenement, in the room and place whereon lately ſtood a certain meſſuage or tenement belonging to the ſaid *A. K.* late in the occupation of *J. L.* ſituate, *&c.* and will build the ſame in ſuch manner, and ſuch thickneſs of walls, height or ſtories, and ſuch and ſo many lights, chimnies and conveniencies, and in ſuch manner, and will do and perform ſuch ornamental work about the ſaid building as the ſaid *A. K.* his executors or aſſigns ſhall order and direct; and that he the ſaid *W. B.* will uſe his utmoſt care in working up the ſaid *A. K.*'s materials for the ſaid building to the moſt advantage, and will alſo pay and diſcharge all his ſaid workmen and ſervants to be employed in and about the ſame; and will compleatly finiſh all the ſaid work and workmanſhip belonging to the bricklayer and tyler for building the ſaid intended meſſuage, on or before the, *&c.* next enſuing the date hereof; **In Conſideration** of which ſaid works ſo to be done and performed as aforeſaid, he the ſaid *A. K.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *W. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *A. K.* his executors, adminiſtrators and aſſigns, ſhall and will truly pay or cauſe to be paid unto the ſaid *W. B.* his executors, adminiſtrators and aſſigns, for all ſuch work which ſhall be by him and them done and performed in and about the ſaid building (ornamental work excepted) at and after the rate of —— of lawful, *&c. per* rod, for every rod which the ſaid work ſhall meaſure, accounting —— feet ſquare for every rod, and —— of like money in full for all the ſaid ornamental work ſo to be done and performed as aforeſaid, and will pay all the ſaid money in manner following, *viz.* **In witneſs**, *&c.*

*(Wood.)*

*An Agreement for retaining Part of the Purchaſe-Money for a Moiety of a Manor which was in Mortgage, the other Moiety belonging to a Minor. An Agreement alſo for purchaſing his Moiety eventually*, &c.

**THIS** indenture made the eleventh day of February, in the nineteenth year, *&c.* and in the year of our Lord 1779, **between** *Ezra Eades* the elder, *&c.* Eſquire, of the one part, and *Andrew Aſton*, citizen and mercer, of London, and *Bethia* his wife, (late *Bethia Crew*, the widow and relict of *Charles Crew*, late of, *&c.* deceaſed) and *Daniel Crew*, mercer, eldeſt ſon and heir of the ſaid *Charles Crew* deceaſed, by the ſaid *Bethia*, of the other part. **Whereas** by indenture of leaſe and releaſe, and mortgage in fee, bearing date reſpectively the eleventh and twelfth days of May, which was in the year of our Lord 1775. The ſaid *Charles Crew* and the ſaid *Andrew Aſton* (his truſtee) for the conſiderations in the ſame indentures mentioned, did grant and convey unto *Francis Farr*, of, *&c.* grocer, and the ſaid *Ezra Eades*, their heirs and aſſigns, **all that** the manor or lordſhip, or reputed manor or lordſhip of Freke, with the rights, royalties, members and appurtenances thereof, in the pariſh of Grundon in the county of Hants, or elſewhere in the ſame county; **and** all that capital meſſuage or tenement in Grundon aforeſaid wherein *John Jones*, Eſq. deceaſed, did thentofore dwell; **and all** that other capital meſſuage or tenement, with the appurtenances, in Grundon aforeſaid, near Inckton, wherein *Leonard Lauton*, Eſq. deceaſed, did thentofore dwell; **and all** that brewhouſe, with the appurtenances, ſituate and being in or near Inckton in the ſame county; **and** all meſſuages, houſes, buildings, lands, tenements, meadows, paſtures, grounds, and hereditaments whatſoever, with their appurtenances, to the ſaid manor, capital meſſuage, brewhouſe and premiſes, or any of them, or any part or parcel thereof, or any of them belonging, or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being in Inckton and Grundon aforeſaid, or in Keſter in the ſaid county of Hants, every or any of them; and alſo all meſſuages, houſes, edifices, buildings, lands, tenements, meadows, paſtures, ground and hereditaments, ſituate, lying and being in or near Inckton aforeſaid, and ſometime thentofore parcel or reputed parcel of the hoſpital or chauntry of the chapel of All Souls, in or near Grundon, Inckton and Keſter aforeſaid, ſome or one of them, in the ſaid county of Hants, with their and every of their appurtenances; **and alſo** all and every the meſſuages, lands, tenements, grounds and hereditaments whatſoever, then late of *Luke Leeſon*, Eſquire, and then of him the ſaid *Charles Crew*, ſituate, lying or being in or near Grundon, Inckton and Keſter, aforeſaid, every or any of them, and then late, or ſome time in the ſeveral tenures, poſſeſſions or occupations

A mortgage in fee recited.

occupations of *(tenants names)* or ſome of them, their or ſome of their aſſignees, leſſees or under-tenants; which ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes were then late the eſtate of the ſaid *Luke Leeſon*, and were by him ſold and conveyed unto and to the uſe of the ſaid *Charles Crew*, and the ſaid *Andrew Aſton* his truſtee, and the heirs and aſſigns of him the ſaid *Charles Crew*, by indentures of leaſe and releaſe, and bargain and ſale inrolled in Chancery, bearing date reſpectively the fifth and ſixth days of the ſaid then inſtant month of May; **And alſo** all other the meſſuages, lands, tenements, fiſhings and other hereditaments then late of the ſaid *Luke Leeſon*, and then of the ſaid *Charles Crew*, or of any perſon or perſons in truſt for him, ſituate, lying, being, ariſing, happening or renewing in or within Grundon, Inckton and Keſter aforeſaid, every or any of them, or in any other pariſh or pariſhes to them or any of them near or adjoining, with their and every of their appurtenances: **To hold** unto and to the uſe of the ſaid *Francis Farr* and *Ezra Eades* and their heirs for ever, in truſt as to the eſtate of the ſaid *Ezra Eades* and his heirs, for the ſaid *Francis Farr*, his heirs, executors, adminiſtrators and aſſigns, ſubject to a proviſo in the ſaid indenture of releaſe and mortgage contained, for redemption of the premiſes, on payment of the ſum of one thouſand three hundred and fifty pounds principal money and intereſt for the ſame, at the rate of five pounds *per cent. per ann.* by the ſaid *Charles Crew*, his heirs, executors or adminiſtrators, unto the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns, at certain days and times therein for that purpoſe limited, and long ſince paſt. **And whereas** at the time the ſaid *Charles Crew* purchaſed the ſaid manor, meſſuages, lands, hereditaments and premiſes of and from the ſaid *Luke Leeſon*, and at the time of the execution of the ſaid firſt mentioned indentures of leaſe and releaſe and mortgage, the ſame premiſes were ſubject to a debt or ſum of three thouſand pounds of lawful money of Great Britain, charged thereon by *Matthew Leeſon*, Eſquire, deceaſed, in and by his laſt will and teſtament, dated on or about the fifteenth day of May, 1722, to be paid to his truſtees and executors therein named; and alſo ſubject to a term of five hundred years in and by the ſame will deviſed, limited and appointed by the ſaid *Matthew Leeſon* unto his ſaid truſtees and executors therein named, to commence from and immediately after his deceaſe, in truſt for raiſing the ſum of three thouſand pounds. **And whereas** the ſaid *Charles Crew* duly made his laſt will and teſtament in writing, dated on or about the thirteenth day of the ſaid month of May, 1775, and did thereby (among other things) direct the aforeſaid two ſeveral ſums of three thouſand pounds and one thouſand three hundred and fifty pounds, and all intereſt then due or to grow due for the ſame reſpectively, ſhould be paid by his executors therein after named, by and out of his perſonal eſtate, as ſoon as might be after his deceaſe; and he did thereby deviſe **one** full third part of the ſaid manor, meſſuages, lands, hereditaments and premiſes, unto his then wife the ſaid *Bethia* (now wife to the ſaid *Andrew Aſton)* and her aſſigns for the term of her natural life, and (ſubject to her ſaid eſtate for life in the ſaid third part) he thereby deviſed the ſaid manor, meſſuages, lands, hereditaments and premiſes in manner or to the effect following, *viz.* One moiety or half-part thereof unto his ſon the ſaid *Daniel Crew* and the heirs of his body; and for default of ſuch heirs, unto his younger ſon *Nathaniel Crew* and his heirs for ever; and the other moiety, or half-part thereof, unto the ſaid *Nathaniel Crew* and the heirs of his body; and for default of ſuch heirs, unto the ſaid *Daniel Crew* and his heirs for ever: and of his ſaid will he thereby made the ſaid *Bethia* his then wife, and *Olive Orton* and *Peter Perry* executors, and ſoon after departed this life, (without revoking or altering his ſaid will, and leaving his ſaid two ſons, both then infants, under the age of twenty-one years) and ſoon after the deceaſe of the ſaid *Charles Crew*, his ſaid executors proved his ſaid will in the Prerogative Court of Canterbury, and took on themſelves the burden of the execution thereof; and having ſome time afterwards raiſed money out of the perſonal eſtate of their ſaid teſtator ſufficient (amongſt other things) to pay all intereſt for the ſaid ſeveral debts or ſums of one thouſand three hundred and fifty pounds, and three thouſand pounds, and alſo one thouſand five hundred pounds in part of the ſaid debt or ſum of three thouſand pounds, they the ſaid executors of the ſaid *Charles Crew* requeſted the ſaid *Francis Farr* to advance and lend the ſum of one thouſand five hundred pounds more, (over and above the ſaid one thouſand three hundred and fifty pounds principal money, ſecured to him by his ſaid recited mortgage) on an aſſignment of the aforeſaid term of five hundred years, and the premiſes therein comprized, in order to enable them the ſaid executors therewith, and with the ſaid one thouſand five hundred pounds, and other monies by them raiſed as aforeſaid, wholly to diſcharge the ſaid debt or ſum of three thouſand pounds, ſecured by the ſame term; to which requeſt the ſaid *Francis Farr* agreed, and lent the ſaid one thouſand five hundred pounds for the purpoſes aforeſaid; and accordingly by indenture quadripartite, dated on or about the fifth day of April, 1776, and made or mentioned to be made, between the ſaid three executors of the ſaid *Charles Crew* of the firſt part, *Richard Rayne*, Eſq. *Samuel Staines*, Eſq. *Thomas Tims*, Eſq. and *Valentine Vere*, Eſq. the truſtees and executors of the ſaid *Matthew Leeſon*, in whom the ſaid term of five hundred years was then veſted, of the ſecond part, the ſaid *Francis Farr* and *Ezra Eades*, (by the name of *Ezra Eades*, of, *&c.* Gent.) of the third part, and *William Wills*, of the fourth part, **reciting** as therein is recited, and in conſideration of the ſum of one thouſand five hundred pounds by the ſaid *Francis Farr*, and of the ſum of one thouſand ſix hundred and fifty pounds by the executors of the ſaid *Charles Crew* paid to the ſaid *Richard Rayne*, *Samuel Stanes*, *Thomas Tims and Valentine Vere*, they the ſaid *Richard Rayne*, *Samuel Stanes*, *Thomas Tims* and *Valentine Vere*, (at the requeſt and by the direction of the ſaid *Bethia Crew*, *Olive Orton* and *Peter Perry)* did aſſign the ſaid manor, meſſuages, lands, hereditaments and premiſes, unto the ſaid *William Wills*; **To hold** to him, his executors, adminiſtrators and aſſigns, from thenceforth for all the then reſidue of the ſaid term of five hundred years therein, **in truſt** for the ſaid *Francis Farr*, his executors, adminiſtrators and aſſigns, under a proviſo in the ſame indenture contained, as well for redemption and reconveyance of the ſaid manor, hereditaments and premiſes, and the fee-ſimple and inheritance thereof, as alſo for aſſigning and ſurrendering the ſame premiſes for all the then reſidue of the ſaid term of five hundred years therein, in manner therein mentioned, on payment of the ſum of two thouſand eight hundred and fifty pounds principal money and intereſt for the ſame, at the rate of four pounds ten ſhillings *per cent. per ann.* unto the ſaid *Francis Farr*, his executors, adminiſtrators, or aſſigns, at certain days and times therein for that purpoſe limited and long ſince paſt. **And whereas** the ſaid executors of the ſaid *Charles Crew* did afterwards raiſe and receive the further ſum of ſeven hundred and fifty pounds out of his perſonal eſtate, and paid the ſame unto the ſaid *Francis Farr*, in part of his ſaid principal debt or ſum of three thouſand eight hundred and fifty pounds, whereby the principal monies owing to him on his ſaid recited ſecurities were reduced to the ſum of two thouſand one hundred pounds. **And whereas** the ſaid two thouſand one hundred pounds principal money only now remains due and owing to him the ſaid *Francis Farr* on his ſaid ſecurities, all intereſt being paid for the ſame until the day of the date hereof. **And whereas** the ſaid *Daniel*

And that at the time of the mortgage the premiſes were charged with a conſiderable ſum under the will of a former owner of them raiſing a term.

The will of the mortgager recited, who deviſed the lands, a third to his wife for life, and ſubject thereto, to his two ſons by moieties in tail, with croſs remainders in fee, and appointed executors, and died;

and that the executors paid part of the money charged by the former owner, and the *Ceſtui que truſt* of the mortgage in fee advanced the reſt, and took an aſſignment of the term to his truſtee.

that aſſignment recited;

and that the executors of the mortgager paid a further ſum to the mortgagee.

And that the ſon of the mortgager (who is one of the now covenanters) and his mother and her huſband (who now alſo covenants) have ſuffered a recovery of a moiety, and declared the uſe by bargain and ſale inrolled.

*Daniel Crew* hath ſome time ſince attained his age of twenty-one years, and in Hilary term now laſt paſt they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew* have ſuffered a common recovery of his the ſame *Daniel Crew*'s undivided moiety of the ſaid manor, meſſuages, lands, hereditaments and premiſes, and have thereby barred and deſtroyed the eſtate-tail in and by the ſaid will of the ſaid *Charles Crew*, created or limited of and concerning the ſame moiety, and all reverſions and remainders thereupon expectant or depending; and thereby and by bargain and ſale duly inrolled in chancery, (declaring the uſes of the ſaid recovery) have ſettled and limited the ſame moiety, ſo and in ſuch manner as to impower them to ſell and diſpoſe of the ſame. **And whereas** the ſaid *Ezra Eades* did lately contract and agree with the ſaid *Daniel Crew*, and *Andrew Aſton*, and *Bethia* his wife, for the abſolute purchaſe of the fee-ſimple and inheritance in poſſeſſion of the ſaid laſt-mentioned moiety, and of their ſeveral and reſpective eſtates and intereſts therein (free from incumbrances) for the ſum or price of three thouſand pounds of lawful money of Great Britain.

The agreement for the purchaſe of a moiety recited.

**And whereas** by indenture of leaſe and releaſe, bearing date reſpectively the twenty-ninth and thirtieth days of April now laſt paſt, the releaſe being tripartite, and made, or mentioned to be made, between the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, of the firſt part, the ſaid *Ezra Eades* of the ſecond part, and *Zachariah Zeely* the elder, of, &c. merchant, of the third part; in purſuance of the ſaid agreement, and for and in conſideration of the ſum of one thouſand nine hundred and fifty pounds, in part of the ſaid three thouſand pounds purchaſe-money, to them the ſaid *Daniel Crew*, and *Andrew Aſton*, and *Bethia* his wife, or ſome or one of them, in the ſame releaſe mentioned to be paid or ſecured to be paid by the ſaid *Ezra Eades*, and of the further ſum of one thouſand and fifty pounds reſidue and in full of the ſaid three thouſand pounds purchaſe-money, to be paid by the ſaid *Ezra Eades* unto the ſaid *Francis Farr*, in ſatisfaction and diſcharge of one moiety of the ſaid debt or ſum of two thouſand one hundred pounds ſo due and owing to him the ſaid *Francis Farr* as aforeſaid, and for other the conſiderations in the ſame indenture expreſſed, they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, have granted, conveyed, directed, limited and appointed, and by their direction the ſaid *Ezra Eades* hath granted and releaſed **one** full and undivided moiety, or half part, (the whole in two equal parts to be conſidered as divided) **of all** and every the aforeſaid manor, meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, unto the ſaid *Zachariah Zeely*, his heirs and aſſigns, **to the uſe and behoof** of the ſaid *Ezra Eades* and *Zachariah Zeely*, and of the heirs and aſſigns of the ſaid *Ezra Eades* for ever, *in truſt* as to the eſtate of the ſaid *Zachariah Zeely*, for the ſaid *Ezra Eades*, his heirs and aſſigns; **ſubject nevertheleſs** unto and charged with the ſaid ſum of one thouſand and fifty pounds to be paid by the ſaid *Ezra Eades* out of his ſaid three thouſand pounds purchaſe-money unto the ſaid *Francis Farr* as aforeſaid, and which ſaid one thouſand and fifty pounds he the ſaid *Ezra Eades*, did in and by the ſame releaſe covenant and agree to pay and ſatisfy accordingly unto the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns, with the intereſt from thenceforth to grow due for the ſame till payment thereof; as by the ſaid laſt recited indentures of leaſe and releaſe, relation being thereunto reſpectively had, may more fully appear.

and that the tenant in tail of the other moiety is a minor, whereby the debt due cannot be effectually apportioned;

**And whereas** the ſaid *Nathaniel Crew*, who is tenant in tail of the other moiety of the ſaid manor, meſſuages, lands, hereditaments and premiſes, (ſubject to the ſaid eſtate for life of the ſaid *Bethia* his mother in one third part of the ſame moiety) is yet an infant of the age of eighteen years, or thereabouts, and it is apprehended that during his minority the ſaid debt or ſum of two thouſand one hundred pounds ſo due and owing to the ſaid *Francis Farr* on mortgage of the whole of the ſaid manor, meſſuages, lands, hereditaments and premiſes as aforeſaid, cannot be effectually apportioned, ſo and in ſuch ſort as that one moiety of the ſame debt or ſum ſhall in all events remain and ſtand ſolely and abſolutely charged on his the ſaid *Nathaniel Crew*'s moiety of the ſaid mano[r] and premiſes, and ſo and in ſuch ſort as that the ſaid other moiety of the ſame premiſes, purchaſed by the ſaid *Ezra Eades*, and conveyed as aforeſaid, ſhould and would (in caſe he had at preſent paid down all the ſaid purchaſe-money) be abſolutely and effectually freed and diſcharged of and from the ſaid Whole of the ſaid debt or ſum of two thouſand one hundred pounds, and therefore it was agreed by and between all the ſaid parties to theſe preſents, upon his the ſaid *Ezra Eade*'s contract for the purchaſe of the ſaid moiety ſo to him and his ſaid truſtee conveyed as aforeſaid, that he the ſaid *Ezra Eades* ſhould only pay down unto them the ſaid *Daniel Crew*, *Andrew Aſton*, and *Bethia* his wife, the ſum of one thouſand three hundred and fifty pounds (in part of the ſaid three thouſand pounds purchaſe-money) and to retain in his hands the ſum of one thouſand ſix hundred and fifty pounds, reſidue of the ſaid purchaſe-money, for ſuch time and purpoſes, and ſubject to ſuch agreements as are herein after in that behalf mentioned and agreed upon.

wherefore it was agreed that the purchaſer ſhould retain part of the purchaſe-money.

Recital that part of the purchaſe-money is paid,

**And whereas** in purſuance of the ſaid laſt mentioned agreement, the ſaid *Ezra Eades* did upon the execution of the ſaid conveyances of the ſaid purchaſed moiety actually pay unto them the ſaid *Daniel Crew* and *Andrew Aſton*, and *Bethia* his wife, or ſome of them, the ſaid ſum of one thouſand three hundred and fifty pounds, in part of the ſaid three thouſand pounds purchaſe-money, and in part of the ſaid ſum of one thouſand nine hundred and fifty pounds in and by the ſaid tripartite indenture of releaſe mentioned to be to them, or ſome or one of them paid, or ſecured to be paid by the ſaid *Ezra Eades* at or before the enſealing and delivery thereof, the receipt and payment of which ſaid ſum of one thouſand three hundred and fifty pounds accordingly they the ſaid *Daniel Crew*, and *Andrew Aſton*, and *Bethia* his wife do hereby acknowledge, ſo that there now only remains in the hands of him the ſaid *Ezra Eades* the ſum of one thouſand ſix hundred and fifty pounds (reſidue of the ſaid purchaſe-money, and no more) in which ſaid ſum of one thouſand ſix hundred and fifty pounds ſo remaining in the hands of the ſaid *Ezra Eades* as aforeſaid, are included and compriſed the ſaid ſum of one thouſand and fifty pounds, which in and by the ſaid laſt mentioned indenture of releaſe was agreed to be paid by the ſaid *Ezra Eades* unto the ſaid *Francis Farr*, in diſcharge of one moiety of his ſaid debt of two thouſand one hundred pounds as aforeſaid, which they the ſaid parties to theſe preſents do hereby own and acknowledge.

and what remains behind.

The agreement of the venders as to the purchaſe-money remaining unpaid,

**Now this Indenture witneſſeth**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and the ſaid *Daniel Crew*, and *Andrew Aſton*, and *Bethia* his wife, **do** hereby declare, conſent and agree, that the ſaid ſum of one thouſand ſix hundred and fifty pounds (reſidue of the ſaid three thouſand pounds purchaſe-money) ſo remaining in the hands of the ſaid *Ezra Eades* as aforeſaid, is ſo to remain in the hands of him, his heirs, executors, adminiſtrators or aſſigns, at ſuch intereſt for the ſame in the mean time as is herein after mentioned, until the ſaid *Nathaniel Crew* ſhall attain his age of twenty-one years, or die without iſſue, which ſhall firſt happen, and then and thereupon the ſaid ſum of one thouſand ſix hundred and fifty pounds is to be paid and applied by the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators or aſſigns, in manner following, that is to ſay, ſo much and ſuch part thereof as ſhall be ſufficient and neceſſary abſolutely to free and diſcharge the ſaid moiety, hereditaments and premiſes purchaſed by the ſaid *Ezra Eades* as aforeſaid, of and from the ſaid debt or ſum of two thouſand one hundred pounds due and owing to the ſaid *Francis Farr* as aforeſaid, and every part thereof,

how to be applied.

thereof, and all intereſt then due for the ſame is to be and ſhall be paid unto him the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns; and all the then reſidue thereof, over and above what ſhall be ſo paid to the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns as aforeſaid, is to be and ſhall be paid unto him the ſaid *Daniel Crew*, his executors, adminiſtrators or aſſigns. **And the ſaid** *Ezra Eades* doth hereby for himſelf, his heirs, executors, adminiſtrators or aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Daniel Crew*, his executors, adminiſtrators and aſſigns, in manner following; *(that is to ſay)* that he the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators, or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, the ſaid ſum of one thouſand ſix hundred and fifty pounds ſo remaining in his hands as aforeſaid, and every part thereof, unto ſuch perſon or perſons, and for ſuch purpoſes, and at ſuch time or times, and in ſuch proportions and manner, as are herein before in that behalf mentioned and agreed upon; **And further**, that in the mean time, and until the ſaid ſum of one thouſand ſix hundred and fifty pounds ſhall be paid, applied and diſpoſed of as aforeſaid, he the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators or aſſigns, ſhall and will pay, or cauſe to be paid, ſuch intereſt for the ſaid ſum of one thouſand ſix hundred and fifty pounds, and to ſuch perſons, and in ſuch manner and proportions as are herein after-mentioned; *(that is to ſay)* unto the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns, intereſt for the ſum of one thouſand and fifty pounds, part of the ſaid ſum of one thouſand ſix hundred and fifty pounds, at the rate of four pounds ten ſhillings *per cent. per ann.* and the ſaid *Daniel Crew*, his executors, adminiſtrators or aſſigns, intereſt for the ſum of ſix hundred pounds, reſidue of the ſaid ſum of one thouſand ſix hundred and fifty pounds at the rate of four pounds *per cent. per ann.* ſuch intereſt to commence and be accounted from the day of the date hereof, and to be paid and payable by equal half-yearly payments on the firſt day of April and firſt day of October in every year, (and ſo in proportion, and after the reſpective rates aforeſaid, for any ſhorter or leſſer time than a year) free of all taxes and other deductions whatſoever, parliamentary or otherwiſe. **And to the end** the better and more effectually to ſecure the payment of the ſaid ſum of one thouſand ſix hundred and fifty pounds, together with ſuch intereſt for the ſame as aforeſaid, to ſuch perſons, and at ſuch time or times, and in ſuch proportions and manner as are herein before in that behalf mentioned and agreed upon, he the ſaid *Ezra Eades* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Daniel Crew*, his executors, adminiſtrators and aſſigns, that the ſaid moiety, hereditaments and premiſes ſo purchaſed by him the ſaid *Ezra Eades* as aforeſaid, ſhall be a ſecurity for, and ſhall ſtand and be ſubject to, and charged and chargeable with the payment of the ſaid ſum of one thouſand ſix hundred and fifty pounds, and ſuch intereſt for the ſame as aforeſaid; and he the ſaid *Ezra Eades* **Doth** hereby charge and ſubject the ſame moiety and premiſes with, and to the payment of the ſaid one thouſand ſix hundred and fifty pounds, and ſuch intereſt for the ſame accordingly. **And the ſaid** *Andrew Aſton* doth hereby for himſelf and the ſaid *Bethia* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezra Eades* and *Daniel Crew*, and each of them, their and each of their heirs, executors, adminiſtrators and aſſigns, that they the ſaid *Andrew Aſton* and *Bethia* his wife, and the guardians for the time being of the ſaid *Nathaniel Crew*, or ſome of them, ſhall and will from time to time during the life of her the ſaid *Bethia*, and until the ſaid *Nathaniel Crew* ſhall attain his age of twenty-one years, or die without iſſue, pay or cauſe to be paid unto the ſaid *Francis Farr*, his executors, adminiſtrators or aſſigns, intereſt for one moiety of the ſaid debt or ſum of two thouſand one hundred pounds ſo due and owing to him as aforeſaid, as and when the ſame ſhall become due and payable, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified them the ſaid *Ezra Eades* and *Daniel Crew*, and each of them, their and each of their heirs, executors, adminiſtrators and aſſigns, and the ſaid moiety and premiſes ſo purchaſed by the ſaid *Ezra Eades*, and the ſaid ſum of two thouſand pounds ſo remaining in his hands as aforeſaid, and every part thereof. **And whereas** by reaſon of the infancy of the ſaid *Nathaniel Crew*, his ſaid moiety or half part of the ſaid manor, meſſuages, lands, hereditaments and premiſes cannot at preſent be ſold, or be by him legally and effectually conveyed: yet nevertheleſs upon the contract of the ſaid *Ezra Eades*, for the purchaſe of the other moiety of the ſame premiſes, they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, did agree with the ſaid *Ezra Eades*, that his the ſaid *Nathaniel Crew*'s moiety ſhould, for the conſideration herein after-mentioned, be ſold and conveyed and aſſured unto him the ſaid *Ezra Eades*, in manner herein after expreſſed, or at leaſt that they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, would uſe their utmoſt endeavours to procure the ſame moiety to be ſold, conveyed and aſſured. **Therefore** in purſuance of the ſaid laſt-mentioned agreement, and in conſideration of the covenant and agreement on the part of the ſaid *Ezra Eades* next herein after contained, they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, **do** hereby for themſelves, their heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezra Eades*, his heirs and aſſigns, that they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, or the ſurvivors or ſurvivor of them, ſhall and will within the ſpace of ſix calendar months after the ſaid *Nathaniel Crew* ſhall attain his age of twenty-one years, or die without iſſue, which ſhall firſt happen, or ſooner (in caſe the ſame can be legally done) cauſe and procure, or do his, her or their utmoſt endeavours to procure the ſaid *Nathaniel Crew*, or his heirs, by good and ſufficient conveyances and aſſurances in the law, to grant, convey and aſſure, or to join with ſuch of them the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, as ſhall be then living, (and be neceſſary parties to ſuch conveyances) in granting, conveying, and aſſuring the ſaid moiety or half-part of him the ſaid *Nathaniel Crew*, of and in the ſaid manor, meſſuages, lands, hereditaments and premiſes, and all his, her and their ſeveral and reſpective eſtates and intereſts therein, **unto** and to the uſe of him the ſaid *Ezra Eades*, his heirs and aſſigns, or as he or they ſhall direct or appoint, free from all intails and incumbrances, and with uſual and reaſonable covenants, in ſuch manner as by the ſaid *Ezra Eades*, his heirs or aſſigns, or his or their counſel learned ſhall be reaſonably adviſed, or deviſed and required, in which conveyances and aſſurances they the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, or ſuch of them as ſhall be then living and ſhall be thereunto required, ſhall and will freely and voluntarily join with him the ſaid *Nathaniel Crew*, or his heirs. **And** in conſideration of the covenant and agreement laſt herein before contained, the ſaid *Ezra Eades* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, their executors and adminiſtrators, that he the ſaid *Ezra Eades*, his heirs, executors or adminiſtrators, ſhall and will, upon the ſealing, executing and perfecting of ſuch conveyances and aſſurances as aforeſaid of the ſaid laſt-mentioned moiety of the ſaid manor, meſſuages, lands, hereditaments and premiſes, pay, or cauſe to be paid, for and as in full of the conſideration money for the purchaſe of the ſame moiety, the

The purchaſer covenants to pay it accordingly,

and intereſt in the mean time,

and that the purchaſed moiety ſhall ſtand as a ſecurity for the money retained, and intereſt.

The huſband covenants to pay intereſt for half the money due.

Recital that the minor's part cannot now be ſold, though agreed for between theſe parties, &c.

The vendors covenant to endeavour to procure him, &c. to ſell the other moiety.

The purchaſer covenants on ſale of the ſecond moiety to pay a higher price certain, than for the former,

the full ſum of three thouſand three hundred pounds of lawful money of Great-Britain, in the proportions and manner following; that is to ſay, the ſum of one hundred and fifty pounds (part thereof) unto the ſaid *Daniel Crew*, his executors, adminiſtrators or aſſigns, and the ſum of three thouſand one hundred and fifty pounds, (reſidue thereof unto the ſaid *Nathaniel Crew*, and *Andrew Aſton* and *Bethia* his wife, or ſome or one of them, in ſuch proportions as they ſhall in that behalf agree upon) or unto ſuch other perſon or perſons as for the time being ſhall be legally intitled to receive the ſame. **And it is hereby agreed** by all the ſaid parties hereto, that the charges and expences of ſuch conveyances as are laſt herein before-mentioned (ſave only of any fine or recovery which may be neceſſary to be levied or ſuffered thereupon, or in order thereto) ſhall be paid and borne by the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators or aſſigns; but the charges and expences of any ſuch fine or recoveries as is laſt-mentioned (in caſe any ſuch ſhall be neceſſary) ſhall be paid and borne by the perſon or perſons levying or ſuffering the ſame; **Provided always nevertheleſs**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid laſt-mentioned moiety of the ſaid manor, meſſuages, lands, hereditaments and premiſes, ſhall not in purſuance of the ſaid agreements herein before in that behalf contained, be conveyed and aſſured unto and to the uſe of the ſaid *Ezra Eades*, his heirs and aſſigns, or as he or they ſhall direct or appoint within the ſpace of ſix calendar months next after the ſaid *Nathaniel Crew* ſhall attain his age of twenty-one years, or die without iſſue, which ſhall firſt happen as aforeſaid, then, and in ſuch caſe, and at all times from thenceforth, the ſaid covenant and agreement herein before contained on the part of the ſaid *Ezra Eades* for payment of the ſaid ſum of three thouſand three hundred pounds, and all other the engagements herein before contained for the purchaſe and conveyance of the ſame moiety in manner aforeſaid ſhall ceaſe, determine, and be utterly null and void to all intents and purpoſes, any thing herein before contained to the contrary notwithſtanding. **And whereas** it hath been agreed by and between all the ſaid parties to theſe preſents, that all and every the deeds, evidences and writings in the ſchedule here under-written mentioned, which concern and relate to the title of the ſaid manor, lands, hereditaments and premiſes, ſhould be delivered to the ſaid *Ezra Eades*, and remain in the hands and cuſtody of him and his heirs and aſſigns, but to be by him and them produced in manner herein after-mentioned: **Now in purſuance** of the ſaid laſt-mentioned agreement, the ſaid *Ezra Eades* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *Andrew Aſton* and *Bethia* his wife, and *Daniel Crew*, that he the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators or aſſigns, ſhall and will at any time or times after he ſhall receive the ſame from the ſaid *Francis Farr*, upon the reaſonable requeſt of the ſaid *Andrew Aſton* and *Bethia* his wife, *Daniel Crew* and *Nathaniel Crew*, or any of them, or of ſuch other perſon or perſons who for the time ſhall be owner or owners of, or legally intitled to the ſaid laſt-mentioned moiety and premiſes (but at the coſts and charges of the perſon or perſons who ſhall make ſuch requeſt) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto them the ſaid parties laſt-named, or any of them, or ſuch owner or owners as aforeſaid, or to his or their counſel or counſels, or at any trial or hearing in any court of law or of equity, or otherwiſe, as occaſion ſhall be or require, all and every or any of the ſaid deeds, evidences and writings, (unleſs hindered or prevented by fire, or other inevitable accident) for the evidencing, maintaining and defending the titles of the ſaid parties laſt-named, or of ſuch owner or owners in and to the ſaid laſt-mentioned moiety and premiſes, ſo as he the ſaid *Ezra Eades*, his heirs, executors, adminiſtrators or aſſigns, be not compelled or compellable for the doing thereof to go or travel further than the cities of London and Weſtminſter, or one of them. **In witneſs**, *&c.*

*(Booth.)*

and the charges, except fine or recovery.

If the purchaſe of this laſt moiety be not made good within a certain time, the whole agreement, *&c.* relating to it to be void.

Agreement as to the cuſtody, and producing of deeds for defence of the other moiety.

## *An Agreement by Deed-Poll between Tenants in Common about ploughing a Common Field, and aſcertaining the Quantity of Cattle to be put thereon when fit for Paſturing.*

**To all to whom** theſe preſents ſhall come, we whoſe hands and ſeals are hereunto ſet, *ſend greeting.* **Whereas** a parcel of paſture ground, called, *&c.* lying, *&c.* is part or parcel of the manor of, *&c.* and belongs to the ſeveral lands and tenements in, *&c.* aforeſaid, which are in the ſeveral poſſeſſions of us whoſe names are hereunto written, by ſuch proportions and allotments thereof as were enjoyed or occupied with our ſaid ſeveral lands and tenements by the reſpective owners thereof about thirty years ago, when the ſaid down was ploughed and ſown with corn and grain; and ſince that time the ſaid down has been uſed by us in common for feeding ſheep, by every of us, after the rate of fifty ſheep for every yard-land in, *&c.* aforeſaid, and proportionably for a greater or leſs quantity: **Now know ye**, that it is agreed between us, That from henceforth yearly, ſo long as the major part of us ſhall think fit, the ſaid down ſhall be ploughed and ſown with corn and grain, and uſed and enjoyed for that purpoſe ſeparately by us, according to our ſaid former portions and allotments to our ſaid reſpective lands and tenements; and every of us ſhall, in the laſt year of ſowing the ſaid down, ſow, on his ſeveral allotment, ſo much trefoil-ſeed as the major part of us ſhall think fit. **And it is further agreed** between us, That none of us ſhall permit or ſuffer any cattle to depaſture or be kept upon the ſaid down at any time in any year after ſuch corn ſhall be ſown in the ſaid down, until all the corn or grain there growing ſhall be cut, mowed and carried away; and at ſuch times in the year when the ſaid ground ſhall be convenient for paſturing cattle, then none of us ſhall depaſture or keep there more or other cattle than according to the proportion of thirty-five ſheep for every yard-land. **And it is further agreed**, That every of us, according to the proportion of his allotment aforeſaid, ſhall bear and pay the charges of making and maintaining of ſuch hedges as the major part of us ſhall think neceſſary to be made upon the ſaid down, and ſhall bear ſuch proportionable part of all charges, which the major part of us ſhall think fit to expend about the enforcing the due performance of the mutual agreements herein contained, and ſecuring the enjoyment of the aforeſaid portions and allotments of the ſaid down. And for the true performance of, *&c.* *(A penalty may be added.)* **In witneſs**, *&c.*

*(Wood.)*

Agreement to plough a down.

Allotments. Cattle when to be kept thereon or not, and in what proportion.

Charges of hedges, *&c.* how to be paid.

*Articles*

## *Articles touching the Aſſignment of an Aſſignment of Leaſehold Houſes, and Sale of Houſhold Goods and Utenſils, Stock in Trade,* &c.

**Articles,** *&c.* **Between** *A. H.* widow and adminiſtratrix of *J. H.* of, *&c.* deceaſed, of the one part, and *J. R.* of, *&c.* and *J. J.* of, *&c.* of the other part, as follows, (that is to ſay)

Covenants to make an aſſignment of an aſſignment of a leaſe.

**THE** ſaid *A. H.* in conſideration of the ſum of eight hundred pounds to be in hand paid to her by the ſaid *J. R.* and *J. J.* at the time herein after-mentioned, **Doth** hereby for herſelf, *&c.* covenant and agree to and with the ſaid *J. R.* and *J. J.* their, *&c.* that ſhe the ſaid *A. H.* her, *&c.* ſhall and will, on or before the ——— day of ——— next enſuing the date hereof, at the dwelling-houſe of her the ſaid *A. H.* at, *&c.* aforeſaid, at the coſts and charges in the law of them the ſaid *J. R.* and *J. J.* ſeal and execute unto the ſaid *J. R.* and *J. J.* their, *&c.* a good and ſufficient aſſignment of **all** thoſe three meſſuages, *&c.* by virtue of the aſſignment of the leaſe by which the ſaid *A. H.* now holds the ſame, together with the ſaid leaſe and aſſignment thereof, **Under and ſubject** to the rents and covenants reſerved and contained therein by and on the leſſee's part to be paid and performed, and with ſuch reaſonable covenants in the ſaid aſſignment to be contained as counſel ſhall adviſe; and likewiſe a covenant on the part of the ſaid *J. R.* and *J. J.* their, *&c.* for payment and performance of the yearly rent and covenants in the ſaid leaſe reſerved and contained, and to keep harmleſs and indemnified the ſaid *A. H.* her, *&c.* therefrom: **And further,** that ſhe the ſaid *A. H.* her, *&c.* at the like coſts and charges in the law of the ſaid *J. R.* and *J. J.* ſhall and will, at the time of executing the ſaid aſſignment, and at the place aforeſaid, alſo ſeal and execute unto the ſaid *J. R.* and *J. J.* or their aſſigns, a good and ſufficient bill of ſale of all the houſehold goods, liquors, liquor back fats, ſtills, veſſels and utenſils, and all and ſingular other the ſtock in trade whatſoever that ſhall then be and remain in the ſaid dwelling-houſe of the ſaid *A. H.* for and in conſideration of ſuch a ſum of money as the ſame ſhall be valued and appraiſed at by two indifferent perſons, to be choſen by the ſaid parties for that purpoſe; and in caſe of their diſagreement therein, then the ſame to be determined by an umpire, to be by them choſen; and the ſum of money for which the ſaid houſhold goods, ſtock and utenſils ſhall be ſo valued, to be paid or ſecured to be paid by the ſaid *J. R.* and *J. J.* or their aſſigns, to the ſaid *A. H.* as herein after-mentioned. **And** the ſaid *J. R.* and *J. J* for themſelves, their, *&c.* and for every of them, do hereby covenant and agree to and with the ſaid *A. H.* her, *&c.* that they the ſaid *J. R.* and *J. J.* ſhall and will on the ſaid ——— day of ——— at the ſaid dwelling-houſe of the ſaid *A. H.* well and truly pay unto the ſaid *A. H.* her, *&c.* the ſum of three hundred pounds of, *&c.* being the conſideration-money before-mentioned, and at the ſame time will accept of the ſaid aſſignment of the ſaid leaſe of the ſaid three meſſuages and premiſes aforeſaid, and bill of ſale of the houſhold goods, liquors, utenſils, and other the ſtock and trade as aforeſaid; and at the ſame time and place ſhall and will execute and deliver in due form of law unto, or to the uſe of the ſaid *A. H,* her, *&c.* a counterpart of the ſaid aſſignment, and then and there will either pay to the ſaid *A. H.* her, *&c.* all ſuch ſum or ſums of money which the ſaid houſehold goods and ſtock in trade ſo to be valued and appraiſed as aforeſaid ſhall amount unto, or will ſecure the payment thereof to the ſaid *A. H. &c.* by ſome real or perſonal, or other good ſecurity, within three months then next enſuing, as ſhall be to the good liking and approbation of her, the ſaid *A. H.* her, *&c.*

And a bill of ſale of houſhold goods, utenſils and ſtock in trade, in conſideration of ſo much as the ſame ſhall be appraiſed at.

Covenant to pay conſideration money.

## *An Agreement between Creditors and the Widow of a Debtor, concerning Adminiſtration and paying Debts.*

**Articles** of agreement of three parts indented, *&c.* **Between** the creditors of *R. C.* late of, *&c.* deceaſed, whoſe names, together with the debts ſeverally to them owing, are ſpecified in the ſchedule to theſe preſents annexed, on the firſt part, *C. R.* of, *&c.* a creditor alſo of the ſaid *R. C.* of the ſecond part, and *J. C.* of, *&c.* widow of the ſaid *R. C.* of the third part, *viz.*

Agreement that one of the creditors ſhall adminiſter.

**FIRST,** The ſaid creditors and every of them have agreed, and by theſe preſents do agree with the ſaid *C. R.* and *J. C.* that the ſaid *C. R.* ſhall and may have and take the adminiſtration of all the goods and chattels which were of the ſaid *R. C.* deceaſed, according to the laws of this realm, to diſpoſe and adminiſter the ſame according to the tenor of theſe preſent articles, and not otherwiſe. **And** that in conſideration of ſuch pains as the ſaid *C. R.* ſhall take and be at, in and about the ſaid adminiſtration, the ſaid *C. R.* upon his true and reaſonable account thereof made before ſuch auditors as the ſaid creditors or the greater part of them ſhall aſſign to take the ſaid account, ſhall have allowance of his reaſonable coſts and charges, as well in ſuits of law, or otherwiſe, by him to be expended about the ſaid adminiſtration, and alſo that the ſaid *C. R.* at every dividend making, ſhall and may retain, for and towards his own debt owing by the ſaid *J. C.* ſo much as ſhall be an equal portion with what he ſhall divide and pay to the other creditors, according to the quantity of their ſeveral and reſpective debts. **And** that the ſaid *C. R.* ſhall, before any dividend made, pay or cauſe to be paid unto the ſaid *J. C.* for ſatisfaction of her title or dower in the late manſion-houſe of the ſaid *R. C.* ſituate, *&c.* the ſum of fifty pounds of, *&c.* or ſhall deliver unto her ſo much of her ſaid late huſband's goods as ſhall amount to that value, according to a reaſonable eſtimation; and likewiſe for the funeral charges of the ſaid *R. C.* fifteen pounds of, *&c.* and alſo ſhall deliver unto her the ſaid *J. C.* to her own uſe, or ſuffer her to detain and keep to her own uſe and behoof, all her apparel and ornaments belonging to her perſon, and ſuch other things as ſhe and the creditors have agreed, as may appear by writing under their hands. **And alſo** that the ſaid *C. R.* ſo ſoon as reaſonably may be after the ſaid letters of adminiſtration granted, ſhall, with and by the conſent and in the preſence of, *&c.* or three of them, cauſe all the goods, chattels and debts within the realm of *Great-Britain* which were belonging to the ſaid *R. C.* at the time of his deceaſe, to be viewed and appraiſed by indifferent perſons, and a true inventory thereof to be made, according to the cuſtom uſed in ſuch caſes within the city of *London.* **And alſo** that the ſaid *J. C.* for her part, ſhall and will uſe her beſt endeavour to diſcover and make known all

Who ſhall be allowed coſts, and retain money towards his own debt.

Dower.

Goods to be appraiſed.

Debts and credits.

all and ſingular the goods, chattels, and debts of the ſaid *R. C.* to the ſaid *C. R.* and the other perſon before-mentioned, without concealment or delay. **And** that after the goods and chattels and creditors of the ſaid *R. C.* ſhall be ſo viewed and appraiſed, and an inventory thereof made and taken as aforeſaid, that then as well for the ſatisfying and payment of what is to be firſt ſatisfied and paid, in manner and form aforeſaid, as towards the equal payment of the ſaid creditors, the ſaid *C. R.* ſhall by the conſent, and in the preſence of the ſaid, *&c.* or any two of them, make ſuch ſpeedy ſale at the beſt rates he can, of all ſuch goods and chattels which were of the ſaid *R. C.* within the realm of *Great-Britain*, other than ſuch as be appointed for the ſaid *J. C.* as aforeſaid, and make ſuch ſpeed to gather in and obtain ſuch debts as were owing unto the ſaid *R. C.* at the time of his deceaſe, as he reaſonably can or may; **And** after the ſatisfaction and payment before-mentioned, to be firſt ſatisfied and paid, ſhall from time to time proportion and divide all the reſidue of the eſtate of the ſaid *R. C.* as ſhall come to his hands, unto every of the ſaid creditors, ſhare and ſhare alike, according to the quantities of their ſeveral debts from time to time, and as often as he the ſaid *R. C.* ſhall have any thing whereof ſuch dividend can be made, until all the ſaid creditors ſhall be paid and ſatisfied their ſaid debts, if the goods and chattels of the ſaid *R. C.* ſhall be ſufficient ſo to do. **And alſo**, that if *F. J.* one of the creditors in the ſaid ſchedule mentioned, ſhall enjoy all ſuch goods and debts which were of the ſaid *R. C.* which the ſaid *F. J.* hath now attached beyond the ſeas towards the payment of ſuch debts as the ſaid *R. C.* did owe there to him, and thereof the ſaid *F. J.* ſo ſoon as conveniently may be to ſhew the account to the ſaid *C. R.* and four or three of the ſaid creditors at the leaſt; and if more be recovered beyond the ſeas by the ſaid *F. J.* of the goods and debts, late of the ſaid *R. C.* than the debts ſo owing by the ſaid *R C.* at the time of his deceaſe to the ſaid *F. J.* there, that then he the ſaid *F. J.* ſhall accept of the overplus towards payment of his debts owing here in England. **And alſo**, That none of the parties aforeſaid ſhall or will do or procure any thing to be done by any ſuit or action againſt the ſaid *C. R.* or any other perſon, whereby the performance of theſe preſent agreements, or any of them, ſhall or may in any wiſe be impeached, troubled, or hindered; and that every of them ſhall revoke or diſcharge all and every ſuit and ſuits commenced theretofore, which ſhall or may be any impediment or hinderance of the true performance of the articles and agreements herein contained. **And** the ſaid *C. R.* doth hereby agree to take upon him the ſaid adminiſtration, and to adminiſter truly and faithfully, according to the true intent and meaning of theſe preſents; and if there ſhall be more than is ſufficient to ſatisfy and pay all the ſaid creditors their ſeveral debts, that then upon reaſonable requeſt to him made, and diſcharge for the ſame to him given by the ſaid *J. C.* her executors or adminiſtrators, he the ſaid *C. R.* ſhall and will well and truly pay or cauſe to be paid the remainder thereof to the ſaid *J. C.* her executors or adminiſtrators, ſhe or they giving good ſecurity to the ſaid *C. R.* by her or their bond to repay the ſame, or ſo much thereof as ſhall be lawfully and truly recovered by any other creditor of the ſaid *R. C.* **And** it is alſo agreed, that if any creditor or creditors of the ſaid *R. C.* not party to theſe preſents, do at any time commence any action or ſuit againſt the ſaid *C. R.* as adminiſtrator of the goods and chattels of the ſaid *R. C.* and ſaid creditor or creditors ſhall lawfully without fraud or covin recover their ſaid debt or debts againſt the ſaid adminiſtrator; in ſuch caſe it is agreed by and between all the ſaid parties to theſe preſents, that all the creditors, parties to theſe preſents, whoſe debts ſhall be paid in part or in all, according to this agreement, ſhall out of the ſeverol dividends allow, ſatisfy and pay, part and part alike, unto the ſaid *C. R.* ſo much money as will ſatisfy and diſcharge the ſaid debt or debts, and damages or coſts of ſuit for the ſame, the ſaid *C. R.* likewiſe allowing his proportionable ſhare towards the ſame. **And it is further agreed**, that if any creditor or creditors of the ſaid *R. C.* not being parties, ſhall commence any ſuit or ſuits againſt the ſaid *C. R.* as adminiſtrator of the ſaid *R. C.* then the ſaid *C. R.* ſhall therefore give notice unto all the ſaid parties to theſe preſents, or to three of them at the leaſt, to the end they may join the ſaid *C. R.* in defence of the ſaid ſuit; **All** and every which agreements aforeſaid, and every article and clauſe therein, every one of the ſaid parties on their ſeveral behalfs, and for their ſeveral executors and adminiſtrators, do covenant, promiſe and grant, to and with all and each other of the parties, their ſeveral executors and adminiſtrators, well and truly to perform and keep without fraud or deceit. **In witneſs**, *&c.*

*Reſiduum*, how to be applied.

Debts beyond ſea.

Action.

Covenant to adminiſter.

Actions againſt the adminiſtrator.

*(Comyn.)*

## *Another, different from the former.*

**Articles**, *&c.* **Between** *J. F.* of, *&c.* widow, relict of *F. F.* late of, *&c.* deceaſed, of the one part, and *F. M.* and *J. T.* of, *&c.* copartners, *C. E.* of, *&c. N. C.* of, *&c. A. W.* of, *&c. J. P.* of, *&c. J. K.* of, *&c. W. S.* of, *&c. E. J.* of, *&c. H. C.* of, *&c. W. L.* of, *&c. P. E.* of, *&c. G. H.* of, *&c.* creditors of the ſaid *F. F.* deceaſed, of the other part, as follows, *viz.*

Agreement that the widow ſhall adminiſter, and aſſign effects for the benefit of the creditors; which they will accept in full of their debts, and releaſe to the widow. She covenants to procure letters of adminiſtration.

**WHEREAS** the ſaid *F. F.* at the time of his death was and ſtood juſtly and truly indebted unto the ſeveral perſons above named, his creditors, in the ſeveral and reſpective ſums of money mentioned and expreſſed in the liſt thereof under written to theſe preſents; and upon treaty it hath been agreed between the ſaid *J. F.* and the ſaid creditors parties hereto, that the ſaid *J. F.* ſhall take out letters of adminiſtration of the perſonal eſtate of her ſaid late huſband, and immediately thereupon aſſign over the ſame for the benefit of the ſaid creditors, in ſuch manner as hereafter is mentioned, which aſſignment the ſaid creditors have agreed to accept in full diſcharge of their reſpective debts, and in conſideration thereof to releaſe the ſaid *J. F.* from all claims and demands on account of her ſaid late huſband's debts, and every part thereof: **Now theſe Preſents witneſs**, and it is hereby agreed, by and between the ſaid parties hereunto, in manner and form following, that is to ſay, **The** ſaid *J. F.* in conſideration of the premiſes, doth, for herſelf, executors and adminiſtrators, and every of them, covenant, promiſe and agree to and with the ſaid *F. M. &c.* (the creditors) ſeverally and reſpectively and their ſeveral and reſpective executors, adminiſtrators and aſſigns, that the ſaid *J. F.* her executors or adminiſtrators, ſhall and will, with the privity, and not otherwiſe, and at the requeſt, coſts and charges of the ſaid ſeveral creditors above named, on or before, *&c.* endeavour to procure letters of adminiſtration of the perſonal eſtate of the ſaid *F. F.* deceaſed, to be granted to her in due form, and upon obtaining the ſame, immediately, at the like requeſt, coſts and charges of the ſaid creditors, on or before the ſaid, *&c.* by ſuch good and ſufficient aſſignment in the law, as the ſaid creditors or the major part of them ſhall direct, aſſign and ſet over unto the creditors above named, parties to theſe preſents, or to ſuch three or more of them, as the major part of them ſhall direct

And make ſuch aſſignment.

direct and appoint, in truſt, and for the equal benefit of the ſeveral creditors above named, in proportion to their reſpective debts, all the goods, wares and merchandizes, monies, debts, effects, demands and perſonal eſtate whatſoever, due, owing or belonging to the ſaid *F. F.* at the time of his death. **And** the ſaid *F. M. &c.* for themſelves ſeverally and reſpectively, and not the one for the other of them, and for their ſeveral and reſpective executors and adminiſtrators, and not one for the executors or adminiſtrators of the other of them, in conſideration of ſuch intended aſſignment, do covenant, promiſe and agree to and with the ſaid *J. F.* her heirs, executors and adminiſtrators, by theſe preſents, that they the ſaid *F. M. &c.* ſhall and will reſpectively, upon the execution of ſuch aſſignment as is herein before-mentioned, by the ſaid *J. F.* duly execute and give a ſufficient general releaſe or releaſes, or other diſcharges, at the reaſonable requeſt of the ſaid *J. F.* and at the charge of the ſeveral creditors above-named, unto her the ſaid *J. F.* of all debts, accounts, claims and demands whatſoever, on account of the ſaid *F. F.* her late huſband deceaſed, from the beginning of the world unto the day next before the date of the intended aſſignment; **And further**, That the ſaid creditors above-named, their ſeveral and reſpective executors and adminiſtrators, ſhall and will give and allow to the ſaid *J. F.* the value of one hundred pounds ſterling, in houſhold goods and other goods, at a reaſonable appraiſement, upon her executing ſuch aſſignment as is above-mentioned, as a premium for her making the ſame; **Upon this ſpecial Condition nevertheleſs,** That the ſaid *J. F.* ſhall, before the receipt of ſuch one hundred pounds upon the requeſt, and at the charge of the ſaid creditors, or any of them, make an affidavit in writing, before a lawful magiſtrate, that ſhe the ſaid *J. F.* hath not wittingly or wilfully concealed from the ſaid creditors, or neglected to diſcover to them, any part of the perſonal eſtate of the ſaid *F. F.* deceaſed, amounting to the value of twenty pounds ſterling in the whole. **In witneſs** whereof, the parties firſt above-named have, *&c.*

The creditors covenant to releaſe to the adminiſtratrix,

and allow her goods.

She to make an affidavit of effects not being concealed.

*The Liſt of Debts owing from the above named* F. F. *deceaſed, referred to in the Articles above written.*

| | | | l. | s. | d. |
|---|---|---|---|---|---|
| To *F. M.* } *J. T.* } | Copartners | ——— | 259 | 6 | 0 |
| To *C. E.* | ——— | ——— | 111 | 6 | 0 |
| To, *&c. &c. &c.* | | | | | |

*(Wood.)*

*Between Joint-tenants, that the Rents of Leaſehold Eſtates ſhall be equally divided, and that no Benefit ſhall be taken by Survivorſhip.*

**Articles,** &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as follows.

**WHEREAS,** *&c. (Recite a leaſe from* E. F. *to* G. H. *of a meſſuage,* &c. *another leaſe from ſaid* A. W. *to* F. J. *of two chambers and a cellar for five years; at* eight pounds per annum.) **And whereas** the eſtate, right, title, intereſt and term of years to come of him the ſaid *G. H.* of, in and to the above recited premiſes, and every part thereof, is lawfully come to and veſted in the above-named *A. B.* and *C. D.* by force and virtue of one indenture of aſſignment, bearing date, *&c.* made between the ſaid *G. H.* of the one part, the ſaid *A. B.* and *C. D.* of the other part as in, and by the ſaid recited indentures of leaſe and aſſignment, reference being thereunto reſpectively had, will more fully appear. **Now theſe preſents witneſs,** and it is hereby covenanted, concluded and agreed, upon by and between the ſaid parties to theſe preſents, that as each of them the parties above named have diſburſed and paid equally their ſhares of money towards and for the purchaſing of the premiſes before-mentioned, that the aforeſaid rents of forty pounds, in and by the ſaid recited leaſe reſerved, ſhall be equally divided and ſhared between the ſaid parties to theſe preſents; **And** if either of the ſaid parties to theſe preſents ſhall happen to die before the end and expiration of the term and terms of years in the ſaid ſeveral indentures of leaſe before recited contained, that then and from thenceforth it ſhall and may be lawful to and for the executors or adminiſtrators, of the party deceaſed, to have, occupy, receive, take and enjoy the full and entire moiety or half part of all the rents, iſſues and profits of all and ſingular the before recited premiſes, with the appurtenances, in as large and ample manner and form to all intents and purpoſes as the party ſo dying ſhould or ought to have done if he were then living; any reſtraint, proviſion or ſtatute to the contrary notwithſtanding: **And** that neither of the ſaid parties, nor the executors or adminiſtrators of them, or either of them, ſhall or will at any time hereafter take, demand or receive any of the rents above reſerved, or make or give any diſcharge or acquittance of or for the ſame, or any part thereof, without the aſſent and privity of the other party, his executors or adminiſtrators, firſt had and given under their hands. **Alſo** it is further covenanted and agreed, by and between the ſaid parties to theſe preſents, that neither of the ſaid parties, nor the executors or adminiſtrators, of them, or either of them, ſhall or will at any time or times hereafter grant, bargain, ſell, aſſign, ſurrender or convey his or their eſtate or eſtates, right, title, intereſt, term of years to come, of, in or to all or any part of the before recited premiſes, to any perſon or perſons whatſoever, without the knowledge of the other party, his executors or adminiſtrators, and his or their refuſal to accept a grant and aſſignment of ſuch his or their eſtate, right and intereſt, he or they paying as much as any other perſon ſhall and will give for the ſame. **And laſtly,** it is covenanted and agreed by and between the ſaid parties, that all and every of the deeds and writings before recited ſhall be and enure, and be reputed, deemed and taken to be and enure to the joint uſe and uſes, benefit and commodity of both the ſaid ſaid parties, their executors and adminiſtrators, and to no other intent or purpoſe whatſoever; and that the party ſo keeping the ſaid writing, his executors or adminiſtrators, ſhall and will, upon the reaſonable requeſt of the other party, his executors or adminiſtrators, at all times hereafter produce and bring forth all and every, or ſo many of the ſaid writings as ſhall be required, either for the maintenance of their title to the premiſes, or for the ſelling and conveying of his and their eſtate and intereſt of and in the moiety of all or any part of the ſaid recited premiſes. **In witneſs,** *&c.*

Recital of leaſe.

Premiſes veſted in the parties hereto.

Aſſignment.

Covenant that the rent ſhall be equally divided,

and that no benefit ſhall be taken by ſurviorſhip.

No one of the parties to receive rents without the other;

nor ſell his eſtate without the knowledge of the others, and their refuſal to buy the ſame.

The writings recited to be for the benefit of both parties, *&c.*

The party keeping them to produce them on requeſt.

*(Wilbraham.)*

*An Agreement that a * Leſſee will leave his Houſe, and deliver up his Leaſe to be cancelled at a Day agreed on, and before the Expiration of his Term; and in Conſideration thereof, the Leſſor covenants that the Leſſee ſhall be diſcharged from Rent due, and that if his Wife, &c. be ſick, they may ſtay till they can be ſafely removed.*

Agreed the, &c. Between *J. L.* &c. of the one part, and *A. K.* of, &c. of the other part, as followeth, *viz.*

Recital of *J. L.*'s living in a houſe held by leaſe.

WHEREAS the ſaid *J. L.* doth now dwell in a meſſuage or tenement of and belonging to the ſaid *A. K.* ſituate in, &c. which he holds by virtue of a leaſe granted to him from *P. S.* which expires on the feaſt day of St. Michael next enſuing the date hereof: Now the ſaid *J. L.* for the conſiderations here under-mentioned, Doth hereby for himſelf, his executors and adminiſtrators, covenant and agree,

Covenant to leave the premiſes, &c.

* If tenants for term of life, or years or other perſons in poſſeſſion under them, hold over after demand and notice in writing given for delivering up of poſſeſſion, they are to pay double rent by the 4th Geo. II. But if the landlord ſhould after the expiration of the term, receive any rent, or do any act to ſhew a conſent of holding after the term, the tenant becomes a tenant at will, and muſt be ejected and an action may be brought for the meſne profits, and by 11th Geo. II. If any tenant ſhall give notice to quit, and doth not quit purſuant to his notice, he ſhall pay double rent.

By the cuſtom of London, if a tenant is under forty ſhillings *per annum*, a tenant muſt have three months notice, but if above forty ſhillings, ſix months notice muſt be given.

## C A S E.

*A. B.* held an eſtate under the governors of a free grammar ſchool, and on the 10th of March 1752, was ſerved with the following notice.

" Mr. *B.*

" By order of the governors of the free grammar ſchool, of A. in the county of L. I do hereby give you *notice* " that you muſt on the *25th day of March and the 1ſt day of May next, and at the other moſt uſual term, time or times of* " *entrance thereof, (if ſuch there be)* leave and ſurrender up all that meſſuage and farm, paſture grounds and other the " lands and tenements, with their appurtenances ſituate by and being in W. and S. or elſewhere, in the ſaid county " of L. and which belong to the ſaid ſchool, and I do hereby further in behalf of the ſaid governors, give you notice " that you muſt deliver up poſſeſſion of the ſaid meſſuage, farm, lands, and tenements, with the appurtenances on " the ſaid 25th day of March, and 1ſt day of May, and ſaid other uſual term, time and times of entrance next. Wit- " neſs my hand this 17th day of February, 1752.

*C. D.* one of the ſaid governors and attorney for them."

On the 2d of January following (N. S.) another notice and demand of ſame tenor, dated 30th of December, 1752, for the ſaid *A. B.* to leave and give up poſſeſſion of the ſaid meſſuage and lands, on ſame days as above, was delivered to the ſaid *A. B.* Notwithſtanding which ſaid two notices, he ſtill holds ſaid farm, and will neither let the governors the lords of it into poſſeſſion, nor pay any advance of rent, but hath made a tender of rent for the half year, ending at Michaelmas, 1752, in proportion to the old rent, which is only fourteen pounds *per ann.* The governors have actually let it ſo ſoon as it can be got, to a new tenant at twenty pounds *per annum*, nor does it appear from his behaviour that he intends to quit it at the ſaid Lady-day and May day next. *B.* and his anceſtors have been ſo long in poſſeſſion that the time or times of entrance are not certainly known; he had once a leaſe of it, and ſince the expiration of that, hath held upon the ſame terms.

*Query.* Is the above notice and demand of the 17th of February, 1752, and the ſervice thereof ſufficient to ground an action againſt the ſaid *B.* for double rent, purſuant to the ſtatute of the 4th Geo. II. from Lady-day and May-day 1752.

If not, is the ſecond notice and demand of the 30th of December, 1752, or both of them ſufficient to ground an action for ſuch double rent, from Lady-day and May-day 1753, or can the ſaid notices by a further demand of poſſeſſion, or otherwiſe, be now made ſo ſufficient, or how would you adviſe the governors to act under the circumſtances of this caſe?

If the truſtees had not after the expiration of the ſaid leaſe aſſented to the tenants continuing the farm, but he had wilfully and wrongfully held ever ſince, theſe notices would entitle them to double rent, but if at any time ſince the expiration of the leaſe they accepted rent from him, or by any other act ever ſhewed their conſent to his remaining in the farm, he will be conſidered as their tenant at will, and the notices will operate to no other purpoſe than a determination of their will. In that caſe they cannot have an action for double rent, for the ſtatute of the 4th of Geo. II. is only againſt a tenant by ſufferance, or one that holds over againſt the will of the landlord after the *expiration of a term of years, or for life*, and does not extend to a tenant at will, nor does the ſtatute of 11th of Geo. II. extend to ſuch tenant on a notice given by the landlord, but only on a notice by himſelf of quitting the premiſes. I am alſo of opinion that the truſtees cannot recover on a *quant. val.* any more rent than the tenant has uſually paid ſince the leaſe determined, for ſuch payment will be evidence, I think, of an expreſs agreement for a certain ſum, and prevent the implication of a promiſe to pay what the farm was worth. So that I apprehend upon the whole the proper remedy in this caſe is an ejectment and afterwards an action for the meſne profits *from the time the firſt notice was given.*

*J. YATES.*

On the caſe being again ſtated Mr. Yates gave the following opinion.

A tenant by ſufferance is one that holds over after a leaſe *for life or for years*, is determined, without any conſent or agreement of the landlord; in other words, he is one that withholds the poſſeſſion immediately and continually from the time that ſuch leaſe determined, where the owner of ſuch eſtate never once agreed or conſented thereto, but if the landlord by acceptance of rent or any other act ſhould at any time after the determination of ſuch leaſe ſigniſy his conſent to the tenant's continuing on the farm he ceaſes from that time to be tenant by ſufferance, and that inſtant commences and will ever after be deemed a tenant at will to all purpoſes whatſoever. The former wrong is then ſo entirely purged, that no ſubſequent act or circumſtance whatſoever can be referred to, or in any wiſe be effected by, the

agree, to and with the ſaid *A. K.* his heirs and aſſigns, that he the ſaid *J. L.* his executors and adminiſtrators, will on or before the, *&c.* now next enſuing, leave and deliver up the actual poſſeſſion thereof unto the ſaid *A. K.* his heirs or aſſigns, with all things which are fixed and belonging thereunto, and according to the tenor of the ſaid leaſe, and will then alſo deliver up the ſaid indenture of leaſe to be cancelled: **In conſideration** whereof the ſaid *A. K.* for himſelf, his heirs and aſſigns, doth hereby covenant and agree with the ſaid *J. L.* his executors and aſſigns, as follows, *viz.* That he the ſaid *J. L.* his executors and adminiſtrators, ſhall be releaſed and diſcharged from all rent due, and which ſhall become due for the ſaid premiſes, from Michaelmas laſt to the ſaid laſt day of ——— next, by virtue of the ſaid recited leaſe; any reſervation, covenant or thing therein contained to the contrary notwithſtanding; and at the ſame time of ſurrendering the ſaid leaſe to the ſaid *A. K.* he the ſaid *A. K.* will deliver up the counterpart thereof to be cancelled. **And further,** That in caſe the ſaid *J. L.* or his wife, or any of his children, ſhall happen to be ſick at ſuch the ſaid time of his leaving the ſaid houſe and premiſes, ſo as it may endanger his or her life to remove therefrom; in ſuch caſe ſuch of them as ſhall be ſo ſick, ſhall have the uſe of the room *(over ſuch a place)* until he or ſhe can be ſafely removed without prejudice to his or her healths. *(Add a penalty.)* **In witneſs,** &c.

*(Wood.)*

Covenant to diſcharge the rent.

And that if any of the leſſee's family be ſick at the time of leaving the premiſes they may ſtay in ſuch an apartment.

*Agreements that a Leſſee ſhall procure a Leaſe for a longer Term than his preſent Leaſe, and afterwards grant a Building-Leaſe of a Piece of Ground, Part of the Premiſes; and if ſuch Leaſe for a longer Term cannot be obtained, this Agreement to be void.*

**Articles,** *&c.* **Between** *J. C.* of, *&c.* Gardener, of the one Part, and *F. H.* of, *&c.* Surgeon, and *E. C.* of, *&c.* Butcher, of the other Part.

**WHEREAS,** &c. *(recital of a leaſe from* B. B. *to* J. C. *of a houſe, ſtable,* &c. *and part of a garden, for twenty-one years, at a pepper-corn rent.)* **And whereas** it is mutually agreed between all the parties hereto in manner following, *viz.* That in caſe the ſaid *J. C.* his executors, adminiſtrators or aſſigns, or any perſon in truſt for him or them, ſhall at any time procure a good leaſe to be made to him or them from *R. S.* of, *&c.* Eſquire or his truſtees, of the before-mentioned premiſes for the term of fifty years, (be the ſame more or leſs,) that he the ſaid *J. C.* his executors or aſſigns, or the ſaid *R. S.* or his truſtees, ſhall then forthwith duly execute unto the ſaid *F. H.* and *E. C.* their executors, adminiſtrators and aſſigns, a good leaſe of the piece of ground herein after-mentioned and deſcribed, (being part of the above leaſed premiſes) for and during all ſuch term of years as ſhall or may be granted therein by the ſaid *R. S.* at and under the yearly rent of a pepper-corn during ſuch term, and that in ſuch manner as herein after is for that purpoſe mentioned, and by him covenanted to be performed. **And in Conſideration thereof,** They the ſaid *F. H.* and *E. C.* have agreed to accept of ſuch leaſe, and to execute a counterpart thereof, and alſo to build ſuch number of brick meſſuages on the ſame piece of ground, and that in ſuch manner as is herein after alſo covenanted to be performed. **Now theſe Preſents witneſs,** and the ſaid *J. C.* in purſuance of the ſaid agreement, doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *F. H.* and *E. C.* their, *&c.* in manner as follows, *viz.* That he the ſaid *J. C.* his, *&c.* ſhall forthwith uſe his and their utmoſt endeavours to obtain and procure from the ſaid *R. S.* and his truſtees, a good and ſufficient leaſe, with the uſual, common and reaſonable covenants to be duly executed unto the ſaid *J. C.* his, *&c.* of all and ſingular the premiſes compriſed in, and demiſed by the above recited leaſe for the term of fifty years, or for ſuch other term or terms of years as can or may be obtained or gotten therein; and alſo that either the ſaid *R. S.* or his truſtees, or he the ſaid *J. C.* his executors, *&c.* and all perſons whoſoever claiming any eſtate, term or intereſt, of, in or to the ſame premiſes, from, by, under or in truſt for the ſaid *J. C.* his executors, *&c.* ſhall and will within ——— next after ſuch new leaſe by him or them ſo obtained from the ſaid *R. S.* and his truſtees as aforeſaid, at the requeſt of the ſaid

Recital of a leaſe from *B. B.* to *J. C.* Agreement that if *J. C.* can procure a leaſe of ſame premiſes for fifty years, he, *&c.* ſhall grant a leaſe of part of ſaid premiſes to *F. H.* and *E. C.* of which they are to execute a counterpart, and to build thereon.

*J. C.* covenants to do his endeavour to get ſuch leaſe from *R. S.*

and after to grant a leaſe of

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the leaſe ſo determined. But it is merely to be conſidered as the act or circumſtance of a tenant at will. I repeat it therefore that if the truſtees did ever once after the expiration of the old leaſe for years conſent to the tenants remaining on the farm (as it is plain from their acceptance of rent, as they formerly did) he ceaſed from that time to be a tenant by ſufferance, and this ſubſequent holding over after notice to quit, was merely the holding over of a tenant at will, ſo that I am ſtill of the opinion I was before, that an action for double rent will not lie againſt the tenant in the preſent caſe, for though a notion that it will may have prevailed in the country, it is not warranted by either of the ſtatutes above-mentioned, and there have been determinations to the contrary. I am alſo of the ſame opinion and for the ſame reaſon as before, that the truſtees cannot recover on a *quant. val.* any more rent than the tenant had uſually paid, for it is ſtated he would not agree to the advance propoſed, and therefore his poſſeſſion afterwards muſt either be wholly *tortious*, and a treſpaſs, or otherwiſe under the rent and demiſe which he had uſually held by, it cannot poſſibly be conſidered in the light of a contract for more rent, either expreſſed or implied (the latter of which is neceſſary for ſupporting an aſſumpſit on a *quant. val.*) for a notice to quit can never be conſtrued into a demiſe or permiſſion to enjoy (at the rent it was worth) and the rent demiſe under which the tenant had held before, and his refuſal to agree in any other, will certainly ſuperſede the implication of a promiſe to pay *quant. val.* or of any other terms or agreements than the former. The notices therefore that were given by the truſtees, amounted to no more than a determination of their will, and inſtead of creating a contract for more rent, made the tenant a treſpaſſer in continuing on the farm, and if the truſtees did not want to turn him out of poſſeſſion, but only to have a recompence for their profits from the time he was to quit according to notice, I think they may do it by an action of treſpaſs; but for recovering poſſeſſion and meſne profits too, I ſtill think it beſt (as the quickeſt and cheapeſt method) to bring an ejectment, and afterwards an action for the meſne profits: for if the tenant admits himſelf tenant in ejectment, *the court will on motion award the truſtees their coſts*, and if he *does not* appear to the ejectment the truſtees *may recover their coſts* under the damages *declared for in the ſubſequent action for the meſne profits*. A bill in chancery would be attended with more delay and expence to plaintiffs.

Entring into the rule will ſubject him to coſts.

*J. YATES.*

*F. H.*

such part to *F. H.* and *E. C.*

*F. H.* and *E. C.* their executors, &c. make and duly execute and deliver unto the said *F. H.* and *E. C.* one or more good and sufficient lease or leases, with the usual, common and reasonable covenants and agreements to be therein contained as in such case accustomed, of **All that** piece or parcel of ground, (being part of the above-mentioned leasehold premises,) situate, &c. aforesaid, and containing the dimensions following, *viz.* from, &c. together with the free use, benefit and advantage of the water, and of a drain to be made for carrying the same from a well or dipping place now belonging to the said *J. C.* all ways into the said intended to be demised piece of ground, (which drain is hereby agreed to be made and kept only free, cleansed and repaired at the charges of the said *J. C.*) together with all ways, passages, waters, watercourses, profits, commodities, privileges and appurtenances whatsoever to the same piece of ground belonging or appertaining; **To hold** the same piece of ground and benefit of water and premises, for the said term of fifty years more or less, or for such other term or terms of years as can, shall, or may be granted by the said *R. S.* or his trustees therein, **At** and under the yearly rent of a pepper-corn only, during all such term or terms of years; **And also** (if so required) shall and will then give a true attested copy of such lease of leases, which shall be so made from the said *R. S.* or his trustees, to the said *J. C.* aforesaid, and likewise a proper covenant for producing the same at all times when occasion requires, to the said *F. H.* and *E. C.* their executors, administrators and assigns, and to his and their counsel and attornies, or in any court of law, for the maintenance and justification of their title to the said piece of ground and premises, to be to them so leased as aforesaid. **And these Presents further witness,** and they the said *F. H.* and *E. C.* (in consideration of such lease to be to them so made as aforesaid, and also in pursuance of their said agreement,) **Do** for themselves severally and respectively, and for their several and respective executors, administrators and assigns, covenant, promise and agree, to and with the said *J. C.* his executors, administrators and assigns by these presents, in manner as follows, *viz.* That they the said *F. H.* and *E. C.* their, &c. shall and will, at their own proper costs and charges, within ——— next after the day of the date of such lease to be to them so made of the said piece of ground, and possessed as aforesaid, erect, build, and compleatly finish on the same piece of ground, at least ——— good brick messuages or tenements, and also shall and will duly execute a counterpart of such lease or leases to be to them so made by the said *J. C.* as aforesaid, and fronting, &c. containing, &c. **In witness,** &c.

Habendum.

and a copy of lease from *R. S.* and to produce such lease.

Covenant to build, and execute a counterpart of lease granted by *J. C.*

Further agreements as to the consideration-money on *R. S.*'s granting such lease, or in case he will not grant it.

*Memorandum*, It was mutually agreed, before the execution of the above articles, by all the parties to the same, that in case after the expiration of the above-mentioned term of twenty-one years granted to the said *J. C.* of the above leased premises, the above-named *R. S.* on making such new lease of the same premises as above-mentioned, shall insist to have any money, rent reserved thereon during the term of such new lease, that then and in such case they the said *F. H.* and *E. C.* shall duly execute a bond with sufficient penalty to the said *J. C.* his executors and assigns, for the payment to him or them severally, of one moiety or half part of such money, rent to be so reserved to the said *R. S.* in such new lease to be made from him as aforesaid, the same to commence and be payable from expiration of the said present lease; and in case the said *R. S.* will not grant a lease to the said *J. C.* of the said piece of ground so agreed for at a pepper-corn, then the articles to be void. **As witness** our hands the day and year first above written.

## *Agreement for the Good-Will (or to deliver up Possession) of a House, in Consideration of a Sum of Money, if the intended Tenant can procure a Lease from the original Landlord.*

**Articles,** &c. **Between** *P. R.* of, &c. Spinster of the one part, and *E. C.* of, &c. Butcher, of the other part, as follows, *viz.*

*P. R.* in possession.

**Whereas** the said *P. R.* is now in the occupation of a messuage or tenement and shop with its appurtenances, situate, &c. called, &c. and held by her from his Grace the now Duke of N. at and under the yearly rent of twenty-eight pounds, or thereabouts: **And whereas** it is hereby mutually agreed between the said *P. R.* and *E. C.* as follows, **viz.** That in case he the said *E. C.* can procure and obtain to him, his executors and assigns, a sufficient lease from the said Duke of the said messuage or tenement, shop and premises, for the term of twenty-one years, to commence from Christmas next, at and under the yearly rent of twenty-eight pounds, that she the said *P. R.* will not obstruct the same; then she the said *P. R.* her executors or assigns, shall on or immediately before the said Christmas-day next, either assign all her right to, or else quit and deliver up peaceable and quiet possession of the said messuage or tenement, shop and premises, together with the goods and things herein after-mentioned, unto him the said *E. C.* his executors and assigns: **In Consideration whereof,** the said *E. C.* hath agreed, that on his obtaining of such lease, and of possession so given him by the said *P. R.* as aforesaid, to pay to the said *P. R.* the sum of thirty pounds, or else twenty-five guineas, upon contingency, and in manner as here after-mentioned: **Now these Presents witness,** That in pursuance of the said agreement, she the said *P. R.* for herself, her executors and administrators, doth hereby covenant to and with the said *E. C.* her executors and administrators, that she the said *P. R.* her executors or assigns, will not obstruct or hinder him the said *E. C.* obtaining from the said Duke such lease as aforesaid; and that she the said *P. R.* her executors or assigns (in case of such lease so obtained by the said *E. C.* in manner as aforesaid) shall and will on or immediately before Christmas-day now next, at the request of the said *E. C.* either assign over all her right and interest, or else deliver up quiet and peaceable possession unto him the said *E. C.* his executors or assigns, as well the said messuage or tenement, shop and premises, with their appurtenances, discharged from all rents then due to the said Duke; as also all and every the goods and things herein after particularly mentioned, as the same are now fixed in the said messuage, *viz.* &c. **And these Presents further witness,** that if such lease shall be so made by the said Duke to the said *E. C.* in manner aforesaid; and also in consideration of such assignment or possession to be so made and given by the said *P. R.* to the said *E. C.* in manner as aforesaid; **He** the said *E. C.* **Doth** for himself, his executors and administrators, covenant to and with the said *P. R.* her executors and administrators, by these presents, that he the said *E. C.* his executors, administrators or assigns, shall, immediately after such lease so made, and possession so given to him in manner as aforesaid, pay or cause to be paid unto the said *P. R.* her exe-

Agreed that if *E. C.* can procure a lease, *P. R.* will not hinder the same; and that then *P. R.* will either assign her right or quit possession, together with goods.

In consideration *E. C.* to pay 30*l.* or 25 guineas, as hereafter, *P. R.* covenants not to obstruct obtaining such lease.

To assign or deliver possession of the house and goods fixed therein.

*E. C.*'s covenant to pay *P. R.* 30*l.* or 25 guineas. If only 25 guineas, *P. R.* to enjoy an apartment for herself for one year.

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cutors or aſſigns, either the ſum of thirty pounds or elſe twenty-five guineas, of lawful money; but if he the ſaid *E. C.* ſhall only pay to the ſaid *P. R.* the ſum of twenty-five guineas, then it is hereby further mutually agreed, that it ſhall be lawful for the ſaid *P. R.* to have, hold, uſe and enjoy the beſt room up one pair of ſtairs of the ſaid meſſuage, as and for her apartment and lodging-room, for one whole year from Chriſtmas-day next, without paying any rent for the ſame. **Provided nevertheleſs.** That if the ſaid *E. C.* ſhall have an opportunity to let the whole intire floor one pair of ſtairs, or ſhall be minded to take the ſame into his own hands, then on one month's notice to be by him given to her the ſaid *P.* or on his paying to her the ſaid *P. R.* a proportionable part as an equivalent to make up the ſaid thirty pounds, then ſhe the ſaid *P.* to quit the ſaid room and premiſes. **Provided always,** and it is hereby expreſsly agreed between the ſaid parties hereto, that in caſe ſuch leaſe from the ſaid Duke cannot be by him the ſaid *E. C.* obtained before Michaelmas next in manner aforeſaid, then he the ſaid *E. C.* to give three days notice thereof to the ſaid *P. R.* before Michaelmas-day next. **Provided alſo,** That if no ſuch leaſe can be obtained by the ſaid *E. C.* from the ſaid Duke in manner as aforeſaid, before Chriſtmas next, then theſe preſents, and every covenant, condition and agreement herein contained, ſhall from thenceforth be null and void; any thing herein to the contrary notwithſtanding. **And laſtly** for true performances, &c. *(Penalty.)*

Provided that *E. C.* ſhall have the ſame in his own hands on giving notice and making up ſaid 30*l.* proviſo, that if ſuch leaſe cannot be obtained, this agreement to be void.

**In witneſs,**

*(Wood.)*

## *Articles of Agreement to keep the Garden and the Pales and Fences,* &c. *in Repair.*

**Articles,** &c. **Between** *A. B.* of C. in the county of M. Gardener, of the one part, and the Right Honourable *J.* Earl of L. and *C. D.* of, &c. *E. F.* of, &c. *G. H.* of, &c. &c. all owners or proprietors or inhabitants of L. Square, as well in behalf of themſelves, as on behalf of ſuch other owners or proprietors of houſes, ſhops or tenements, in or near the ſquare or garden, as now have or hereafter ſhall become parties hereunto by ſealing and delivery hereof, in order to entitle themſelves to the benefit of the covenants and agreements herein after contained, on the part of the ſaid *A. B.* of the other part, as follows, *viz.*

**WHEREAS** the ſaid *A. B.* hath lately completed, and in due order finiſhed, in all reſpects, to the ſatisfaction and approbation of the ſaid Earl, and perſons inhabitants, or owners, of a garden in L. Square, in which he hath made walks, graſs plats and borders, and hath therein planted trees, ſet flowers, and other things proper and ornamental for the ſaid garden: **And whereas** for keeping and preſerving the ſaid garden and ſquare in good order, the ſaid *A. B.* has been approved by the ſaid Earl, and the ſaid *C. D. E. F. G. H.* &c. and as many others of the parties hereunto as on the day of the date hereof have executed the ſame, the ſaid *A. B.* has been approved of for the gardener to look after and take care of the ſaid garden and appurtenances thereunto belonging during the ſaid term: **Now theſe Preſents witneſs,** That for and in conſideration of the ſeveral ſums of money to be ſubſcribed for as after is mentioned, making in the whole the yearly ſum of —— he the ſaid *A. B.* doth by theſe preſents for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid Earl, and the ſaid *C. D. E. F. G. H.* &c. their executors and aſſigns, as well on behalf of themſelves, their executors and aſſigns, as on the behalf of ſuch other perſon and perſons as now or at any time hereafter ſhall become parties and entitled unto the benefit of the covenants herein contained from the ſaid *A. B.* in manner following, that is to ſay, That he the ſaid *A B.* his executors, adminiſtrators or aſſigns, ſhall and will during the term of ——, if he ſhall ſo long live, at his and their coſt and charges from time to time, and at all times, as often as any of the trees, plants or flowers now growing, or that during the ſaid term ſhall be planted by the ſaid *A. B.* or his aſſigns, in or belonging to the ſaid ſquare or garden, ſhall happen to die, decay or periſh, ſhall and will plant, put and ſet, or cauſe to be planted, put and ſet, others of as good kind, nature and quality, in their room, place and ſtead, as thoſe that ſhall ſo die, decay or periſh; and alſo ſhall and will, at his and their like coſts and charges, from time to time, and all times during the ſaid term, nouriſh, prune, preſerve, and in all reſpects gardener-like keep the ſaid trees, plants and flowers now growing or being, or which at any time or times hereafter during the ſaid term ſhall be planted by the ſaid *A. B.* or his aſſigns, in, upon or belonging to the ſaid ſquare or garden or any part thereof; and alſo when and as often as ſhall be proper and requiſite, ſhall well and ſufficiently mow, cut and order the ſaid plats in the ſaid ſquare or garden in all reſpects, according to the beſt ſkill, judgment and underſtanding; and alſo from time to time, and at all times during the ſaid term, ſhall and will well and ſufficiently maintain, preſerve and keep all the walks in or to the ſaid garden belonging, with good and fine gravel; and ſhall, as often as needful and requiſite, new dig up the ſaid gravel walks, and new gravel or turn, ſpread and roll the ſame, in ſuch handſome and decent manner as is proper and uſual in ſuch caſes: **And further** that he the ſaid *A. B.* or his aſſigns, ſhall and will from time to time, and at all times during the ſaid term, as often as need ſhall require, at his and their like coſts and charges, well and ſufficiently ſupport, uphold, preſerve, repair, maintain, weed, cleanſe, and keep all the walks and borders of the ſaid garden; as alſo the brick, rail or pale, gate-work, drains and gutters to the ſaid ſquare or garden belonging, with good brick, rails or pales and gates, and the ſame rails or pales, and gates, ſhall as often as requiſite well and handſomely paint, and alſo keep good locks to the ſaid gates; and for better preſervation of the brick-work or fence about the ſaid ſquare or garden from damage by coaches, carts or carriages during the ſaid term, ſhall and will at all times, as occaſion ſhall require, at his and their like coſts and charges, affix and ſet good and ſubſtantial wooden ſpurs and poſts round the brick-work of the ſaid ſquare or garden, and ſhall ſo maintain and keep the ſame during the ſaid term; and that at the end of the ſaid term of —— years he the ſaid *A. B.* his executors or aſſigns, the ſaid ſquare or garden, with the trees, plants, flowers, graſs-plats, borders, gravel walks, gutters, gates, pales, brick-work and wooden ſpurs thereunto belonging, in all reſpects planted, ſtocked, gravelled, cleanſed, railed, ſupported and kept in manner as aforeſaid, and in better plight and condition than the ſame now are or is, ſhall and will peaceably and quietly leave and yield up the ſame unto the ſaid inhabitants, their executors or aſſigns: **Provided always,** and it is the true intent and meaning of theſe preſents, that the ſaid *A. B.* his executors or aſſigns ſhall not at his or their expence or charge be liable or anſwerable to make good or repair the damage or miſchief that during the ſaid term ſhall happen or be done to the ſaid garden or premiſes (covenanted to be kept as aforeſaid) by the wilful act or default of any of the

Recitals.

That garden was completed.

That *A. B.* was approved of as gardener.

Conſideration.

*A. B.* covenants,

during —— years.

That as often as trees, &c. die

to put others in their room.

To prune, &c.

Mow plats, &c.

Preſerve gravel walks, &c.

Repair walks and borders, pales, gates, &c.

And at the end of term.

In ſuch good repair ſhall peaceably leave, &c.

Proviſo.

That *A. B.* ſhall not be obliged at his own coſt, damage done by perſon entitled to benefit of theſe covenan &c.

the perſons that now are, or that for the time being ſhall be entitled to the benefit of the covenants herein contained on the behalf of the ſaid *A. B.* or by the wilful act or default of any child or children, lodger or lodgers, ſervant or ſervants of any of the preſent or future parties hereunto; but in caſe of ſuch wilful damage or miſchief, ſuch party or parties, who (or whoſe child or children, lodger or lodgers, ſervant or ſervants) ſhall do the ſame, ſhall be at the expence of making good and repairing ſuch damage or miſchief.

*A. B.* covenants. That the ſeveral inhabitants, *&c.* ſhall have liberty to walk in garden at ſeaſonable times, doing no damage.

**And the ſaid** *A. B.* for himſelf, his executors and adminiſtrators doth further covenant, promiſe and agree to and with, *&c.* that it ſhall and may be lawful to and for the ſaid Earl, and to and for the ſeveral inhabitants, their executors and aſſigns, and to and for their children, friends, lodgers, ſervants and family, at all ſeaſonable times to walk, paſs and go into and from the ſaid garden or ſquare at their free wills and pleaſure; **Provided nevertheleſs**, and ſo as they or any of them do not (to apparent damage) in any manner pull, tear, prejudice or ſpoil any of the trees, plants, flowers or roots now or hereafter to be ſtanding, growing, being or belonging to the ſaid ſquare or garden during the ſaid term. **And** for the true performance of all the before-written covenants and premiſes, he the ſaid *A. B.* in conſideration of ſuch yearly ſum to be paid him as after-mentioned, doth hereby oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid *C. D.* &c. in truſt nevertheleſs, and to and for the benefit of all the perſons that now are or ſhall become parties hereunto as aforeſaid, (proportionably, and according to their reſpective ſubſcriptions) in

Penalty,

The ſeveral other parties covenant,

the penal ſum of ——— of, *&c.* firmly by theſe preſents, **And the ſaid** Earl, for himſelf, his heirs and aſſigns, and alſo each and every of the ſeveral and reſpective perſons who have hereunder wrote, or ſhall hereafter write their names, affix their ſeals, and againſt ſuch reſpective ſeals have ſubſcribed ſuch yearly ſum in manner as underwritten, and who ſhall duly execute theſe preſents, in conſideration of the premiſes, do hereby for themſelves ſeverally and reſpectively, and not jointly, nor one for the other, but each for himſelf and for his own reſpective heirs, executors, adminiſtrators and aſſigns only, covenant, promiſe and agree, to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that each and every one of them reſpectively executing theſe preſents, and ſubſcribing ſuch yearly ſum againſt ſuch their reſpective names and ſeals, in ſuch manner as is hereunder written, ſet and fixed, ſhall and will yearly and every year during the ſaid term of ——— years, in caſe the ſaid *A. B.* ſo long live, well and truly pay or cauſe to be paid, on the ——— day of ——— yearly, unto the ſaid *A. B.* his executors or aſſigns, all and every ſuch reſpective yearly ſums ſo reſpectively to be ſubſcribed (amounting in the whole to the ſaid yearly ſum of ———) and that without any manner of deduction or abatement whatſoever, according to the true intent and meaning of theſe preſents; the firſt payment of each party ſo ſubſcribing to be made on the ——— day next after each party's reſpectively ſubſcribing: **And** for the true payment of the ſaid ſeveral ſums ſo to be ſubſcribed on the day and manner aforeſaid, the ſaid Earl and each of the parties ſo ſubſcribing, do by theſe preſents reſpectively bind themſelves, their heirs, executors and adminiſtrators, unto the ſaid *A. B.* his executors and aſſigns, in the penal ſum of ——— of like money, firmly by theſe preſents. **And laſtly**, it is hereby agreed by the ſaid Earl, *C. D. E. F. G. H.* &c. and all the other parties to theſe preſents, to and with the ſaid *A. B.* that if default ſhall be made by any the parties hereunto in payment of the ſums reſpectively ſubſcribed for by them by the ſpace of ——— after any ſuch payment ſhall become due; and if the ſaid *A. B.* ſhall not (within the ſpace of ——— from ſuch default of payment) from ſome other perſon or perſons of the parties to theſe articles, receive and be paid what any of the parties ſhall have made default in payment of; then if the ſaid *A. B.* ſhall give notice in writing to the ſaid Earl, *C. D. E. F. G. H.* &c. or any two of them, or to the ſurvivor of them, his executors or adminiſtrators, of his being deſirous to diſcontinue and leave taking care of the ſaid garden, then and in that caſe, upon ——— notice thereof, the ſaid *A. B.* ſhall be at liberty ſo to do; and from the expiration of ſuch notice ſhall be excuſed and diſcharged from, and no ways be anſwerable for or in reſpect of the premiſes by virtue of the covenants therein contained. **In witneſs**, *&c.*

during the ſaid term, if *A. B.* ſo long live, to pay him yearly,

Penalty,

And if default made in payment,

*A. B.* on giving —— months notice, may diſcharge himſelf from this agreement,

*(Drawn by Mr. Chauncey.)*

## *Articles for Sale of Houſhold Goods*, &c. *as they ſhall be appraiſed.*

**Articles**, &c. **Between** *A.* of, *&c.* and *B.* of, *&c.*

**FIRST**, It is hereby mutually covenanted and agreed by and between the parties to theſe preſents, that all and ſingular the houſhold goods, utenſils and implements of houſhold furniture, which are the property of and belonging to her the ſaid *A.* and now are about or belonging to a meſſuage now in her occupation, called, *&c.* ſubject, *&c.* ſhall at the joint and equal charge of them the ſaid parties be appraiſed and valued by *C.* and *D.* (being two perſons choſen by each of the ſaid parties as appraiſers for that purpoſe) on or before the —— day of this inſtant ——— on or before which day they the ſaid appraiſers ſhall in writing by them ſigned give their valuation of the ſaid goods to the parties hereto; and in caſe the ſaid appraiſers ſhall differ in ſuch valuation, then they ſhall elect and chuſe a third ſkilful indifferent perſon as an umpire to determine and value the ſame, whoſe valuation thereof, within three days next after his election, ſhall be concluſive and final therein to each of the ſaid parties hereto, ſo as ſuch his valuation be by him then ſigned and given, or tendered to the ſaid parties. **And** the ſaid *A.* doth hereby covenant with the ſaid *B.* that ſhe the ſaid *A.* (immediately after ſuch valuation made by the ſaid appraiſer or umpire of the ſaid goods) ſhall and will make an abſolute bill of ſale, and give poſſeſſion of all the ſaid goods ſo valued unto the ſaid *B.* at the price or ſum of money the ſame ſhall be ſo appraiſed and valued at as aforeſaid. **And** the ſaid *B.* doth hereby covenant with the ſaid *A.* that he the ſaid *B.* will accept and take the ſaid goods at the price the ſame ſhall be ſo appraiſed and valued at as aforeſaid; and that he the ſaid *B.* at the time of her the ſaid *A*'s executing ſuch bill of ſale, and delivering him quiet poſſeſſion of the ſaid goods, according to ſuch valuation thereof, ſhall and will then pay, or ſufficiently ſecure to be paid, to the ſaid *A.* the ſum of money for which ſuch goods ſhall be ſo valued at as aforeſaid. **And laſtly**, for true performance, *&c.* *(Penalty.)* **In witneſs**, *&c.*

*(Wood.)*

*Another*

*Another for a Sale of Goods, according to an Appraiſement to be made.*

WHEREAS *J. W. &c.* is entitled to and poſſeſſed of the ſeveral goods and things following, *viz.* *(here inſert the particulars)* which ſaid goods are now in a meſſuage, *&c.* **Now it is hereby mutually agreed** by and between the ſaid *J. W.* and *W. W.* of, *&c.* That all the ſaid goods and things ſhall within, *&c.* be appraiſed and valued by two perſons, which the ſaid parties ſhall and will within the time aforeſaid nominate and chuſe for that purpoſe; and according to ſuch the appraiſement or valuation, and at and for the ſum which the ſaid goods ſhall ſo amount unto, the ſaid *J. W.* doth agree to ſell or aſſign his right and title to the ſaid goods unto the ſaid *W. W.* and upon executing ſuch ſale or aſſignment of the ſaid goods, and his right in and to the ſame, the ſaid *W. W.* doth agree and covenant to and with the ſaid *J. W.* to pay the ſum of money which upon ſuch appraiſement as aforeſaid the ſame ſhall ſo amount to.

*An Agreement (by Deed-Poll) between Landlord and Tenant, whereby Tenant ſurrenders up Part of Premiſes to Landlord, and he, in Conſideration thereof, releaſes to the Tenant Part of his Rent.*

Indorſed on the Back of the Leaſe.

**To all** to whom, *&c.* the within named *A.* and *B.* ſendeth greeting.

WHEREAS the ſaid *A.* having occaſion now to uſe, occupy and enjoy a ſtable and hay-loft, and alſo a piece of ground lying before the ſame, as the ſaid piece of ground is now ſtabled and ſet out, (being part of the within demiſed premiſes) they the ſaid *A.* and *B.* have come to a mutual agreement touching the ſame, in manner as follows, *viz.* That he the ſaid *B.* ſhall ſurrender and yield up all his eſtate, right, term of years and intereſt, of, in and to the ſaid ſtable, hay-loft and piece of ground unto the ſaid *A.* for the now reſidue of the within granted term of twenty-one years, in ſuch manner as hereinafter is mentioned; **And that** he the ſaid *A.* in conſideration thereof, ſhall abate and diſcharge unto the ſaid *B.* the yearly ſum of forty ſhillings, out of the within reſerved yearly rent of twelve pounds, payable to him by the ſaid *B.* in ſuch manner as herein after alſo is mentioned. **Now know ye, and theſe preſents witneſs,** that the ſaid *B.* in purſuance and performance of his part of the ſaid recited agreement, and for and in conſideration of the ſum of five ſhillings of, *&c.* to him paid by the ſaid *A.* at or before the executing thereof (the receipt whereof is by him hereby acknowledged) **Hath,** and by theſe preſents he the ſaid *B.* **Doth** freely, clearly and abſolutely ſurrender, aſſign and yield up to the ſaid *A.* **all that** the above and within mentioned ſtable, hay-loft, and little piece of ground lying before the ſaid ſtable; and as the ſaid piece of ground is now ſtaked and ſet out, (being part of the within demiſed premiſes) together with all ways, paſſages, waters, water-courſes, profits, commodities and appurtenances whatſoever, to the ſaid hereby ſurrendered premiſes belonging, and therewith now uſed, occupied and enjoyed, and all the eſtate, right, title, intereſt, term of years to come, poſſeſſion, property, claim and demand whatſoever of him the ſaid *B.* of, in and to the ſaid hereby aſſigned premiſes by virtue of the within written indenture of leaſe, or otherwiſe howſoever; **To have** and to hold the ſaid ſtable, hay-loft, piece of ground and premiſes hereby ſurrendered and aſſigned, or mentioned or intended ſo to be, with their appurtenances, unto the ſaid *A.* his executors, *&c.* from henceforth for and during all the reſt and reſidue of the ſaid term of twenty-one years, which is now to come and unexpired, and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as he the ſaid *B.* his executors or adminiſtrators, could or might have had, held, occupied and enjoyed the ſame, in caſe theſe preſents had not been made, **At** and under the yearly rent of one pepper-corn, (if lawfully demanded.) **And theſe Preſents further witneſs,** that the ſaid *A.* (in purſuance and performance of his part of the ſaid recited agreement; and in conſideration of the ſurrender ſo made to him by the ſaid *B.* of the ſaid ſtable, hay-loft and piece of ground as aforeſaid) **Hath,** and by theſe preſents he the ſaid *A.* **Doth** for himſelf, his heirs, executors and adminiſtrators, freely, clearly and abſolutely relinquiſh, abate, releaſe and diſcharge the ſaid *B.* his executors, adminiſtrators and aſſigns, from henceforth during the now reſidue of the ſaid within granted term of twenty-one years, of and from payment of the yearly ſum of forty ſhillings (being part of the yearly rent of twelve pounds by the ſaid indenture of leaſe reſerved and made payable to him the ſaid *A.*) and alſo of and from all actions, ſuits, diſtreſſes, troubles, claims and demands whatſoever of him the ſaid *A.* touching or concerning the ſame: **Nevertheleſs,** it is hereby mutually agreed and declared by and between them the ſaid *A.* and *B.* and they the ſaid *A.* and *B.* for themſelves and for their reſpective executors, adminiſtrators and aſſigns, covenant, *&c.* that all the reſidue of the within demiſed premiſes ſhall from henceforth ſtand and be ſubject and liable to the payment of the yearly rent or ſum of ten pounds, (reſidue of the yearly rent of twelve pounds) by the ſaid *B.* his executors and adminiſtrators, unto the ſaid *A.* his executors and aſſigns, payable on the days within mentioned; and alſo to the ſeveral covenants, conditions and agreements, in the ſaid within written indenture contained, and which from henceforth as well on the leſſor's, as alſo on the leſſee's part, are to be paid, allowed, done and performed, according to the true intent and meaning of the ſaid indenture; ſave and except only as to his the ſaid *B.*'s payment of the ſaid yearly ſum of forty ſhillings, (part of the ſaid yearly rent of twelve pounds) ſo hereby abated and releaſed as aforeſaid, and alſo except all manner of reparations whatſoever from henceforth made, done and performed by him the ſaid *B.* his executors and adminiſtrators, according to his within mentioned covenant, for repairing the premiſes as to the ſaid ſtables and hay-loft, ſo by him the ſaid *B.* ſurrendered up to the ſaid *A.* as aforeſaid. **In witneſs,** *&c.*

Conſideration.

Surrender premiſes.

Habendum.

Releaſe.

Covenan tha the reſidue of premiſes ſhall be ſubject to the payment of 10l. part of yearly rent.

*(Wood.)*

*Agreement to grant a Leaſe of a Houſe, Brewhouſe, &c. and to aſſign Stock in Trade, Debts, &c. and to aſſign the Leaſes of Cuſtomers Houſes.*

**Memorandum** of an agreement made the —— day of, *&c.* **Between** *J. D.* the younger, of, *&c.* Eſquire, and *C.* his wife, daughter and adminiſtratrix of *N. A.* late of, *&c.* Eſquire, deceaſed, of the firſt part, *G. M.* of, *&c.* brewer, of the ſecond part, and *L. M.* of, *&c.* of the third part.

**IMPRIMIS,** the ſaid *J. D.* and *E.* do hereby agree to grant a leaſe to the ſaid *G. M.* and *L. M.* their, *&c.* of all that meſſuage with the appurtenances, ſituate, *&c* wherein the ſaid *J. D.* now dwelleth, and late in the poſſeſſion of the ſaid *N. A.* **And alſo of all** that brewhouſe with the appurtenances thereto

Agreement to grant a leaſe to *G. M.* and *L. M.* of an houſe, brewhouſe, *&c.*

thereto adjoining, ſituate, &c. together with, &c. **To hold** from the 24th day of June next enſuing, for ſeven years, at and under the yearly rent of one hundred and ten pounds, payable half-yearly, and for five years more from the expiration of the ſaid term, if they the ſaid *G. M.* and *L. M.* their, &c. ſhall think fit ſo long to hold the ſame, at and under the like yearly rent, payable in like manner, with uſual covenants. **Item,** it is agreed by and between the ſaid parties hereto, that all the ſtock in the brewing-trade ſhall be appraiſed by proper perſons to be named and appointed by the parties hereto for that purpoſe, and that an account ſhall be taken of all the cuſtomers dealing at the ſaid brew-houſe, and a true eſtimate made of all the debts due and owing from ſuch cuſtomers to the ſaid trade, according to a liſt of their names already taken and intended to be particularly mentioned in a ſchedule to be annexed to articles to be made purſuant hereunto, and that the ſaid *J. D.* and *E.* his wife, ſhall aſſign over unto the ſaid *L. M.* his executors, adminiſtrators and aſſigns, all that his moiety of the ſaid ſtock in trade, and alſo of all and every the ſaid debts to him the ſaid —— *M.* his executors, adminiſtrators and aſſigns, to hold as his and their own proper goods and chattels. **Item,** the ſaid *J. D.* doth hereby agree to aſſign over, or cauſe or procure to be aſſigned over unto the ſaid *G. M.* and *L. M.* their executors, adminiſtrators and aſſigns, all ſuch leaſes of houſes now dealing at the ſaid brew-houſe, as were taken for the benefit of the ſaid trade, and which are now in being, and likewiſe to procure a leaſe to be made by Major *E.* of an houſe in, &c. to the ſaid *G. M.* and *L. M.* for nine years, he the ſaid *L. M.* paying a moiety of the charges of repairing the ſaid houſe, as the ſame ſhall appear to the ſaid *J. D.* by the workmen's bills employed in repairing the ſaid houſe. **Item,** the ſaid *L. M.* doth for the conſiderations aforeſaid agree to pay to the ſaid *J. D.* for his ſaid moiety of the ſaid ſtock in trade, as the ſame ſhall be appraiſed upon the execution of the ſaid articles, and likewiſe to accept and take a moiety of all and ſingular the ſaid debts now due in trade, computing the ſame at eighteen ſhillings in the pound, for all ſuch debts (except a debt owing from one *R. S.* on bond, on which remain due eighty pounds or thereabouts, and for which the ſaid *J. D.* doth agree to accept at the rate of ten ſhillings in the pound.) **In witneſs,** &c.

Stock in trade to be appraiſed, account of cuſtomers taken, and of debts, a moiety of which is to be aſſigned to *L. M.*

Agreement to aſſign leaſes of houſes dealing at the ſaid brew-houſe to *G. M.* and *L. M.*

*L. M.* agrees to pay *J. D.* for his moiety of the ſaid ſtock in trade, and accept his moiety of debts.

### *Agreement to convey Freehold Lands to a Perſon for whom they were purchaſed, by an Agent, on paying him the Money advanced and Expences.*

**Articles of Agreement,** &c. this ——, &c. **Between** the Reverend *E. A.* of, &c. clerk, of the one part, and *F. P.* of, &c. widow, of the other part.

**Whereas** the ſaid *F. P.* having money depoſited in the Court of Chancery, he the ſaid *E. A.* (at the ſpecial inſtance and requeſt of the ſaid *F. P.* which ſhe hereby acknowledges) **Did,** on or about the —— day of, &c. in his own name, and with his own proper money, (being the ſum of one thouſand eight hundred and twenty-ſix pounds five ſhillings) purchaſe unto and to the uſe of himſelf, his heirs and aſſigns, of and from *J. A.* Gentleman, (ſince deceaſed) and others. **All that** meſſuage, &c. of, &c. **Subject nevertheleſs** to the payment of an annuity or yearly ſum of forty pounds to, &c. for the purpoſe and in ſuch manner as in the conveyance of the ſaid premiſes is mentioned: **And whereas,** previous to ſuch purchaſe, it was mutually agreed between the ſaid *E. A.* and *F. P.* to the effect as follows, *viz.* that he the ſaid *E. A.* would at any time, on payment to him of the ſaid one thouſand eight hundred and twenty-ſix pounds five ſhillings, convey unto and to the uſe of the ſaid *F. P.* and her heirs, the ſaid farm and premiſes; and that he the ſaid *E. A.* until ſuch his conveyance to her thereof made, ſhould receive the rents and profits of the premiſes, and that then he ſhould be accountable for and pay the ſame (taxes and repairs thereof deducted) unto the ſaid *F. P.* and the ſaid *F. P.* on executing ſuch conveyance to her of the ſaid premiſes, agree to pay or cauſe to be paid to the ſaid *E. A.* the ſum of one thouſand eight hundred pounds five ſhillings, together with intereſt for the ſame, at the rate of five pounds *per cent. per annum* from the —— and to the, &c. together with all ſuch money to be paid by him the ſaid *E. A.* expended or diſburſed for charges at law and in chancery, and alſo for all fines, conveyances and aſſurances, journies or otherwiſe touching his purchaſe, of and for conveying of the ſaid premiſes to her the ſaid *F. P.* and that in ſuch manner, as in her covenant, herein after contained, for that purpoſe is mentioned: **Now theſe preſents witneſs,** that in purſuance and performance of the before-mentioned agreement, he the ſaid *E. A.* for himſelf, his heirs, executors and adminiſtrators, for the conſideration after-mentioned, **doth** hereby covenant to and with the ſaid *F. P.* his heirs, executors and aſſigns, in manner as follows, (that is to ſay) that he the ſaid *E. A.* and his heirs, (on payment to him or them of the ſaid ſum of one thouſand eight hundred pounds and five ſhillings, together with ſuch intereſt for the ſame, at the rate of —— during the time aforeſaid) ſhall and will, at the requeſt and charge of the ſaid *F. P.* duly execute and deliver unto, and to the uſe of her the ſaid *F. P.* her heirs and aſſigns, a good and ſufficient conveyance of the ſaid farm and premiſes ſo by him purchaſed as aforeſaid, and that in ſuch manner as by her and their counſel ſhall be reaſonably adviſed or required: **and alſo** that he the ſaid *E. A.* his heirs, executors or aſſigns, ſhall, within three months now next enſuing, account with the ſaid *F. P.* for all the clear rents, iſſues and profits to be by him received out of the ſaid farm and premiſes, from the time of ſuch his purchaſe thereof, until the date of theſe preſents; and ſhall then pay to her the ſaid *F. P.* her heirs, executors or aſſigns, all the clear ſurplus of ſuch rents and profits as ſhall then remain in his hands, (taxes and repairs to be thereout deducted as aforeſaid:) **And** ſhe the ſaid *F. P.* (in purſuance and performance of her part of the before-mentioned agreement) doth for herſelf, her heirs, executors and aſſigns, covenant to and with the ſaid *E. A.* his heirs, executors and aſſigns, in manner as follows, (that is to ſay) that the ſaid ſum of one thouſand eight hundred and twenty-ſix pounds five ſhillings, together with intereſt for the ſame, after the rate of five pounds *per cent. per annum*, from &c. until —— &c. ſhall within three months now next enſuing be well and truly paid to the ſaid *E. A.* his executors or aſſigns, out of the ſaid Court of Chancery, or by her the ſaid *F. P.* or her aſſigns: **And alſo** that ſhe the ſaid *F. P.* her executors or adminiſtrators, ſhall within three months now next enſuing, well and truly pay, or cauſe to be paid unto the ſaid *E. A.* his executors, adminiſtrators or aſſigns, all and every ſuch ſum and ſums of money, as he the ſaid *E. A.* hath actually paid to counſel and attornies, for fees, fines, deeds and otherwiſe, in relation to his purchaſe of the ſaid farm and premiſes; **And alſo** all monies by him expended and paid in the Court of Chancery, or to any maſter, counſellor or ſolicitor, there or otherwiſe, touching his conveying of the ſame premiſes to her the ſaid *F. P.* and likewiſe all other monies by him paid and expended in journies to London or elſewhere, or otherwiſe, as well on account of his purchaſe of the ſaid premiſes, as alſo on account of his recovering the ſame to the ſaid *F. P.* and for true performance, &c. *(Penalty.)* **In witneſs,** &c.

*(Jones.)*

*F. P.*'s money being depoſited in Chancery, *E. A.* in his own name and with his own money made a purchaſe of lands; ſubject, &c. which previouſly was agreed, on paying the purchaſe-money, &c. to be conveyed to the ſaid *E. A.* &c.

*E. A.*'s covenant to execute ſuch conveyances, and to account for rents, &c.

*F. P.*'s covenant that ſaid monies ſhall be paid to *E. A.* out of Chancery, or by her, and ſhall pay charges of that purchaſe.

*Agreement*

*Agreement to ſell a Moiety of Freehold Lands (decreed to be ſold) by the Father for the Daughter when ſhe comes of Age; in the Interim the intended Purchaſer to pay Rent.*

THIS Indenture, made, &c. Between *J. C.* of, &c. Eſq; of the one part, and *T. S.* of, &c. Bricklayer, and *T. T.* of, &c. Carpenter, of the other part: Whereas by a decree made in the High Court of Chancery on or about the ſecond day of December, &c. in a cauſe then depending, wherein the ſaid *J. C.* and *R.* his wife (ſince deceaſed) daughter and heir at law of *D. D.* gentleman, then deceaſed, were plaintiffs, and *T. L.* and *N. G.* Gentlemen (executors of the ſaid *D. D.*) were defendants, (therein reciting *inter alia*) that by a former decretal order, dated the ſecond of June, &c. made in the ſaid cauſe, it was ordered and decreed, that the teſtator *D. D.*'s real eſtate of ſeven pounds eighteen ſhillings *per annum*. (being a moiety of a freehold eſtate in, &c. held in common with one Mr. *C.*) ſhould be ſettled on the ſaid *J. C.* for his life, without impeachment of waſte *, with remainder to truſtees to preſerve the contingent † remainders therein after limited, with remainder to the ſaid *R.* for her life; remainder to truſtees for a term of five hundred years for raiſing younger children's portions in caſe of iſſue male, in ſuch manner as therein mentioned, with remainder to the firſt and other ſons of the ſaid *J. C.* by the ſaid *R.* his wife in tail male, with remainder to the daughters of the ſaid *J. C.* by the ſaid *R.* his wife, to take as tenants in common, and not as joint-tenants, with remainder to the ſaid *J. C.* his heirs and aſſigns for ever; and that the ſaid real eſtate could not be then ſettled according to the ſaid decretal order, the ſaid plaintiff *R.* (the teſtator's only daughter and heir at law) being then under age, and that the ſame had not been ſettled ſince ſhe came of age; and that the building-leaſe whereon the ſaid ground-rent reſerved was expired; and that the ſaid Mr. *C.* was willing to join with the plaintiffs in granting a new leaſe or ſale of the ſaid premiſes, it was by the ſaid decree of the ſecond of December, &c. (amongſt other things) by conſent ordered, that the ſaid plaintiffs ſhould be at liberty to ſell and diſpoſe of their intereſt in the ſaid ground-rent and houſes, and that the money ariſing by ſale, which ſhould belong to the plaintiffs, ſhould be laid out in a purchaſe, and ſettled to the ſame uſes as the eſtate was directed to be ſettled by the ſaid firſt decree: as by the ſaid in part recited decree, relation, &c. And whereas, ſoon after making the laſt recited decree, and before any ſale was made of the ſaid real eſtate in, &c. the ſaid *R.* the wife of the ſaid *J. C.* departed this life, leaving iſſue by the ſaid *J. C.* only one daughter, namely *E.* now an infant of the age of twelve years or thereabouts, to whom the ſaid moiety of the ſaid premiſes, by virtue of the ſettlement directed to be made by the firſt herein before mentioned decree, will after the death of ——— deſcend: And whereas by a certain memorandum or agreement bearing date the 15th day of Nov. &c. between *H. C.* Eſq; as well on the behalf of himſelf as of the ſaid *J. C.* of the one part, and the ſaid *T. S.* and *T. T.* of the other part, the ſaid *L. C.* (in conſideration of the ſum of four hundred pounds paid or ſecured to be paid to him and the ſaid *J. C.* on or before the 24th day of June, &c.) Did agree to aſſign over and make a good conveyance and title in law unto the ſaid *T. S.* and *T. T.* their heirs and aſſigns for ever of all thoſe houſes, &c. And the ſaid *T. S.* and *T. T.* Did thereby covenant with the ſaid *H. C.* and *J. C.* their heirs and aſſigns, that they the ſaid *T. S.* and *T. T.* ſhould on or before Lady-day or Midſummer then next, at their charge erect and build four dwelling-houſes of brick and timber work on the ſame ground in, &c. aforeſaid, whereon the ſaid houſes before-mentioned ſtood; And that the ſaid *T. S.* and *T. T.* their executors, adminiſtrators and aſſigns, ſhould pay unto the ſaid *H. C.* and *J. C.* their heirs and aſſigns, the yearly rent of twenty-five pounds, by quarterly payments to commence at Chriſtmas then next. And whereas the ſaid *T. S.* and *T. T.* in purſuance of the ſaid agreement, have at their charge erected and built four new brick houſes on the ſaid ground as aforeſaid, but have not paid the ſaid four hundred pounds purchaſe-money, according to their ſaid agreement: And whereas the ſaid ———, daughter of the ſaid *J. C.* now an infant, after her father's death, when ſhe attains to her age of twenty-one years, will be intitled to the ſaid moiety of the ſaid ground and premiſes; and he the ſaid *J. C.* not being capable of making a good and ſufficient title to, and conveying the ſaid *H.*'s moiety of the ſaid ground and premiſes unto them the ſaid *T. S.* and *T. T.* according to the agreement for that purpoſe; and they the ſaid *T. S.* and *T. T.* not having paid their ſaid four hundred pounds, conſideration purchaſe-money as aforeſaid, and not being at preſent able to raiſe and pay the ſame according to their ſaid agreement; for which reaſons, and in regard thereof, This Indenture witneſſeth, and it is hereby mutually and reciprocally agreed and declared by and between all and every the parties hereunto, and the true intent and meaning of them and of theſe preſents is, that the ſaid recited memorandum or agreement ſo made as aforeſaid, ſo far as the ſame relates to the ſaid *J. C.*'s eſtate and intereſt in the ſaid moiety of the ſaid piece of ground therein mentioned, and which is repugnant to and inconſiſtent with the agreement herein after made between the ſaid *J. C.* and the ſaid *T. T.* ſhall from henceforth be abſolutely void and of no effect, to

Parties.

Recitals of decrees in Chancery for ſale of the eſtate.

Death of *J. C.*'s wife *E.* only daughter.

An agreement for ſale to *T. S.* and *T. T.* who were to build houſes.

Agreement that the recited agreement ſhall be void ſo far as inconſiſtent with the agreement hereafter mentioned.

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* Waſte, *vaſtum*, is a ſpoil or deſtruction in houſes, gardens, trees, or other corporal hereditaments, to the diſheriſon of him that hath the remainder or reverſion in fee-ſimple or fee-tail.——*Coke, Lit.* 53. *Blackſtone's Commentaries.*

Waſte is either *voluntary*, which is a crime of commiſſion, as by pulling down a houſe, &c. or it is *permiſſive*, which is a matter of omiſſion only, as by ſuffering a houſe to fall for want of neceſſary reparations, vide *Blackſtone's Comment.*

Whatever tends to the deſtruction or depreciating the value of the inheritance, is conſidered by the law as waſte. *Ditto.*

Tenants for life, or for any leſs eſtate, are puniſhable or liable to be impeached for waſte, both voluntary and permiſſive, unleſs their leaſes be made (as ſome times they are) without impeachment for waſte, *abſque impetitione vaſti*; that is, with a proviſion or protection, that no man ſhall *impetere*, or ſue him, for waſte committed.——*Blackſt. Com.* vide alſo 1 *Lev.* 12.—5 *Rep.* 12.—*Hob.* 295.—*Wright* 44.—2 *Roll. Abr.* 817.—1 *Inſt.* 53.

† A *Contingent Remainder* is a Remainder limited ſo as to depend on an event or condition which may never happen or be performed, or which may not happen or be performed till after the determination of the preceding eſtate, for if the preceding eſtate determine before ſuch event or condition happens, the remainder will never take effect. *Fearne on Contingent Remainders and Executory Deviſes.—Vide alſo the Theoretical Part of this Work.*

Recital of *T. T.*'s agreement with *J. C.* for purchaſe.

How purchaſe money is to be paid,

*T. T.* covenant's for himſelf and daughter, that when ſhe is of age they will convey.

all intents and purpoſes whatſoever; any thing to the contrary thereof notwithſtanding. **And whereas** the ſaid *T. T.* hath contracted and agreed with the ſaid *J. C.* for the abſolute purchaſe of the ſaid moiety of the ſaid piece of ground and premiſes herein after-mentioned, and of the fee-ſimple and inheritance thereof, at and for the ſum of ——— **Which** ſum is hereby mutually agreed between them the ſaid *J. C.* and *T. T.* ſhall be paid at ſuch time, and with and under ſuch covenants and agreements touching his the ſaid *T. T.*'s enjoyment of the ſaid premiſes until the purchaſe-monies paid, or the payment of the yearly ſum of ——— in lieu thereof, unto the ſaid *J. C.* until a proper conveyance be made of the ſaid premiſes unto the ſaid *T. T.* in ſuch manner, and ſubject nevertheleſs to ſuch diſtreſs, as herein after-mentioned and expreſſed touching and concerning the ſame, in caſe of non-payment thereof. **And this Indenture further witneſſeth,** That in purſuance and in part of performance of the ſaid laſt recited agreement, and in conſideration of the ſaid ſum of ——— purchaſe-monies, to be paid by the ſaid *T. T.* at ſuch time and in manner as is herein after by the ſaid *T. T.* agreed and covenanted for that purpoſe, he the ſaid *J. C.* as well for and on the behalf of himſelf, as alſo for and on the behalf of the ſaid *E. C.* his daughter, and for the ſeveral and reſpective heirs, executors and adminiſtrators, doth grant, remiſe and agree, to and with the ſaid *T. T.* his, *&c.* in manner as follows, (that is to ſay,) that they the ſaid *J. C.* and *E.* his daughter, or one of them, their or one of their heirs, ſhall and will, on or before the —— day of ——, (at which time ſhe the ſaid *E. C.* if living, will have attained her age of twenty-one years) make out as well a good and clear title to the ſaid moiety of the ſaid ground and premiſes herein after-mentioned, as alſo by indenture of leaſe and releaſe, or other good and ſufficient conveyances and aſſurances in the law, (be the ſame by fine or recovery, or otherwiſe) to be by them the ſaid *J. C.* and *E.* his daughter, or their reſpective heirs, ſome or one of them, duly executed, levied and ſuffered, and as by the counſel learned in the law of him the ſaid *T. T.* his heirs or aſſigns, ſhall in that behalf be reaſonably adviſed or required, abſolutely convey and aſſure unto and to the uſe of the ſaid *T. T.* his heirs and aſſigns for ever, freed and abſolutely diſcharged of and from all and all manner of charges and incumbrances whatſoever, **All that,** *&c.* and alſo one moiety or half-part of the yearly ground-rent of —— now reſerved and payable for the ſaid premiſes; and alſo all the eſtate and eſtates, right, title, intereſt, poſſeſſion, property, claim and demand whatſoever of them the ſaid *J. C.* and *E.* his daughter, or of either of them, of, in and to the ſaid premiſes, ſo agreed to be purchaſed as aforeſaid.

Peaceable enjoyment.

**And alſo,** That it ſhall and may be lawful to and for the ſaid *T. T.* his heirs and aſſigns, at all times from henceforth for ever hereafter, peaceably and quietly to have, hold, and enjoy the ſaid moiety of the ſaid piece of ground and premiſes ſo intended to be conveyed as aforeſaid, and to receive and take the ſaid moiety of the rent, iſſues and profits thereof, to and for his and their own uſe and benefit, without any let, interruption, hindrance or denial, of, from or by the ſaid *J. C.* and *E.* his daughter, or either of them, their or either of their heirs or aſſigns, or of or by any other perſon or perſons whomſoever lawfully claiming or to claim by, from or under him her or them.

Subject to the purchaſe money, and diſtreſs till purchaſe-money paid.

**Subject nevertheleſs** to the payment of the ſaid ſum of —— purchaſe-monies for the ſaid premiſes to them the ſaid *J. C.* and *E.* his daughter, or one of them, in manner as aforeſaid; and alſo ſubject to ſuch diſtreſs as herein after is mentioned in caſe of non-payment of the ſaid yearly ſum of —— ſo to be paid by the ſaid *T. T.* his heirs or aſſigns, until the ſaid —— purchaſe-monies ſhall be ſo paid as aforeſaid. **And this Indenture further witneſſeth,** that in further purſuance and full performance of the ſaid recited agreement, and in conſideration of ſuch quiet enjoyment of the ſaid moiety of the ſaid piece of ground and premiſes, and of ſuch conveyance and aſſurance ſo to be made thereof to the ſaid *T. T.* and his heirs, by them the ſaid *J. C.* and *E.* his daughter, or one of them, their or one of their heirs, in manner aforeſaid; **He** the ſaid *T. T.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe, grant and agree to and with each of them the ſaid *J. C.* and *E.* his daughter, their and each of their heirs and aſſigns, in manner as follows, *viz.* That he the ſaid *T. T.* his heirs, executors, adminiſtrators or aſſigns, (on the executing, perfecting and compleating of ſuch conveyance and aſſurance of the ſaid moiety of the ſaid piece of ground, rent and premiſes ſo to be made to him the ſaid *T. T.* and his heirs in manner as aforeſaid) ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *J. C.* and *E.* his daughter, or one of them, their or one of their heirs or aſſigns the ſaid ſum of ——— of, *&c.* which ſum when paid is hereby agreed by all the parties hereto ſhall be in full for the abſolute purchaſe of the ſaid moiety of the ſaid ground, rent and premiſes: **And alſo** that he the ſaid *T. T.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will (in the mean time and until ſuch time only as the ſaid conveyance ſo made and executed to him or them of the ſaid premiſes ſo agreed to be by him purchaſed as aforeſaid) well and truly pay, or cauſe to be paid, to the ſaid *J. C.* and his heirs or aſſigns, the yearly rent or ſums of ——— of, *&c.* on the four quarter days following, (to wit) on, *&c.* by equal proportions, or within ——— days next after every of the ſaid quarter days: the firſt of which quarterly payments to be begun and be made on, *&c.* next or within ——— days then next following; **And** in caſe it ſhall happen that the ſaid yearly ſum, or any part thereof, ſhall at any time during the time aforeſaid be behind or unpaid by the ſpace of ——— days next after any of the ſaid quarter days whereon the ſame ought to be paid as aforeſaid (being lawfully demanded,) that then it ſhall and may be lawful to and for the ſaid *J. C.* his heirs or aſſigns, to enter upon the ſaid premiſes ſo agreed to be conveyed as aforeſaid, and to diſtrain for the ſame, and the diſtreſs and diſtreſſes then and there found to carry away, detain and keep, or otherwiſe diſpoſe thereof as the law in ſuch caſes directs, until the ſaid yearly ſum of ——— and all arrears thereof, and all coſts and charges touching the ſame, ſhall be fully ſatisfied and paid: **And it is hereby mutually agreed** between the ſaid *J. C.* and *T. T.* for themſelves and their reſpective heirs, that as well the ſum of ——— now due to Mr. *A.* an attorney at law for fees and expences of proſecuting the above proceedings in chancery, as alſo the charge of this preſent conveyance, and of all the ſubſequent deeds, conveyances and aſſurances to be made touching the conveying of the ſaid premiſes unto the ſaid *T. T.* as aforeſaid, ſhall be equally borne and paid by them the ſaid *J. C.* and *T. T.* and their reſpective heirs and aſſigns, ſhare and ſhare alike: **And** the ſaid *J. C.* for himſelf, his heirs, executors, and adminiſtrators, doth by theſe preſents bind himſelf, his heirs, executors and adminiſtrators, unto the ſaid *T. T.* his heirs, executors and adminiſtrators, in the penal ſum of ——— of lawful money, for the true and juſt performance of the covenants and agreements in theſe preſents contained, and which on the part and behalf of the ſaid *J. C.* his heirs, executors and adminiſtrators, are to be paid, kept, done and performed: **And** he the ſaid *T. T.* for himſelf, his heirs, *&c.* *(the like to Mr.* C.) **In witneſs,** *&c.*

Covenant to pay purchaſe-money, and in the interim to pay rent.

Clauſe of diſtreſs.

Agreement. The attorney's charges as to the Chancery proceedings and conveyances to be paid equally between the parties.

Penalty.

*(Mynſhall.)*

*Agreement*

*Agreement by a Huſband for himſelf and his Wife to ſell her Freehold Eſtates when ſhe is twenty-five Years old, (at which Age ſhe is intitled in Poſſeſſion) at ſuch Rates as they ſhall be appraiſed at.*

**Articles**, &c. **Between** *J. R.* of, &c. Eſquire, of the one Part, and *J. J.* of, &c. Eſquire, of the other Part.

THE ſaid *J. R.* for and in conſideration of the ſum of, &c. of, &c. to him in hand, &c. by the ſaid *J. J.* at, &c. (in part of the purchaſe-money herein after covenanted and agreed to be paid by him the ſaid *J. J.*) the receipt, &c. **Doth** for himſelf and his heirs, covenant, promiſe, and agree to and with the ſaid *J. J.* his heirs and aſſigns by theſe preſents, that he the ſaid *J. R.* and all other perſons intereſted in the manors, lands and hereditaments herein after-mentioned, ſhall, for the conſideration herein after-mentioned, within four calendar months next after *D.* the wife of the ſaid *J. R.* ſhall have attained the age of twenty-five years, or ſooner, upon the requeſt of the ſaid *J. J.* his heirs and aſſigns, at the coſts and charges of the ſaid *J. J.* his heirs or aſſigns, well and ſufficiently convey and aſſure **All** thoſe the manors, &c. (which were the freehold and inheritance of Sir *R. D.* late of, &c. Knight, deceaſed) to which the ſaid *D. R.* niece of the ſaid Sir *R. D.* and wife of the ſaid *J. R.* now is or ſhall be entitled to the poſſeſſion of when ſhe ſhall have attained the ſaid age of twenty five-years, by virtue of the laſt will and teſtament of the ſaid Sir *R. D.* her late deceaſed uncle (or otherwiſe) unto or to the uſe of the ſaid *J. J.* his heirs and aſſigns for ever, or to ſuch other perſon or perſons, and to and for the uſe of his or their heirs as the ſaid *J. J.* or his heirs ſhall direct and appoint, and that by ſuch ways and means as ſhall be neceſſary and requiſite in that behalf, wherein ſhall be contained ſuch reaſonable covenants and agreements as are uſual in ſuch caſes; **And** the ſaid *J. J.* for himſelf, his heirs and aſſigns, doth hereby covenant to and with the ſaid *J. R.* his executors and adminiſtrators, that if the ſaid *J. R.* and *D.* his wife, and all other perſons intereſted and neceſſary to join, ſhall within the ſaid four calendar months next after the ſaid *D.* ſhall have attained the ſaid age of twenty-five years, or ſooner if requeſted, well and ſufficiently convey and aſſure the ſaid manors and premiſes as herein before is expreſſed, that then he the ſaid *J. J.* his heirs, executors, adminiſtrators or aſſigns, ſhall, at the time of the executing of ſuch conveyances and aſſurances as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *J. R.* his executors, adminiſtrators or aſſigns, after the ſeveral rates and prices following, for the abſolute purchaſe of the ſaid manors, hereditaments and premiſes, (that is to ſay) for the purchaſe of the ſaid capital meſſuage or manſion-houſe, called S. H. and the, &c. the ſum of two thouſand five hundred pounds of, &c. and for the purchaſe of, &c. as the ſame ſhall be appraiſed and valued by two indifferent perſons, the one to be nominated by the ſaid *J. J.* his heirs or aſſigns, and the other to be nominated by the ſaid *J. R.* his executors or adminiſtrators; and for the purchaſe of ſuch, and ſo much, and ſuch part or parts of the ſaid manors, hereditaments and premiſes as now are fairly and *bona fide* let out to tenants after the rate of twenty-five years purchaſe of like money, according to the rents for which the ſame now are fairly and *bona fide* let to tenants; and for the purchaſe of ſo much and ſuch part or parts of the ſaid manors and premiſes as are now in hand, and not let to any tenant after the rate of twenty-five years purchaſe of like money, according as the yearly value thereof ſhall be aſcertained by two perſons, to be nominated as aforeſaid; and for the purchaſe of all the wood-ground, and coppice woods, and the ſoil thereof, and of all the timber trees within, or upon or belonging to the ſaid manors or premiſes, ſuch ſum of like money as the ſame ſhall be valued and appraiſed to be worth by the two perſons to be nominated as aforeſaid. **And it is hereby** further concluded, agreed and declared by and between the ſaid parties to theſe preſents, that in caſe ſuch two perſons ſo to be nominated as aforeſaid, ſhall not agree and determine the ſeveral valuations intended to be made as aforeſaid, that then ſuch valuations ſhall be made and determined by an indifferent perſon, to be choſen and named umpire by ſuch two perſons to be nominated as aforeſaid. **In witneſs**, &c.

Covenant that a huſband and others intereſted ſhall convey the wife's eſtate within four months after his wife ſhall be of the age of twenty-five.

Covenant to pay purchaſe-money if the huſband and wife ſhall join in the conveyance within four months after ſhe is twenty-five years of age.

After ſuch particular rates as the eſtates ſhall be valued at.

If appraiſers do not agree, an umpire to be choſen.

*(Pinſold.)*

*Agreement for the Sale of a Copyhold Eſtate, the Conſideration-Money paid down.*

**Articles**, &c. **Between** *A. B.* of, &c. and *C. D.* of, &c. of the other part.

WHEREAS the ſaid *C. D.* has on the day of the date hereof contracted and agreed with the ſaid *A. B.* for the purchaſe of the copyhold meſſuages, lands, tenements and hereditaments herein after-mentioned for the ſum of ——— to be paid by the ſaid *C. D.* to the ſaid *A. B.* at and upon the ſurrendering of the ſaid copyhold meſſuages, &c. to the uſe of him, his heirs and aſſigns for ever, according to the cuſtom of the manor whereof the ſame premiſes are held: **Now theſe Preſents witneſs**, That for and in conſideration of the ſum of ——— of, &c. to the ſaid *A. B.* in hand, &c. at, &c. the receipt, &c. he the ſaid *A. B.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *C. D.* his, &c. in manner following, that is to ſay, that he the ſaid *A. B.* ſhall and will, on or before, &c. ſurrender into the hands of the Lord of the Manor of L. in the county of S. by the rod, by the hands of the Steward of the ſaid Manor, or by the hands of two or more cuſtomary tenants of the ſaid manor, or otherwiſe according to the cuſtom thereof, **All** that, &c. **To the only Uſe** and behoof of the ſaid *C. D.* his heirs and aſſigns for ever: **And**, &c. (*Covenants lawfully ſeiſed; power to ſurrender; quiet enjoyment, free from incumbrances, except quit-rent payable to the Lord of the Manor; further aſſurances.* See Tit. **Covenants**.) **In witneſs**, &c.

Agreements for the purchaſe.

Covenant to ſurrender the premiſes.

Other covenants.

*Another*

*Another Part of the Conſideration paid down, the Reſt to be paid on Surrender, &c. and an Agreement as to moveable Goods on the Premiſes, &c.*

**Articles, &c. Between** *P. C.* of, *&c.* of the one part, and *H. H.* of, *&c.* of the other part, as follows:

Seiſed.

**Whereas** the above-named *P. C.* now ſtandeth lawfully ſeiſed in his demeſne as of fee, according to the cuſtom of the manor of B. aforeſaid, after the deceaſe of *T. C.* widow, of and in one copyhold or cuſtomary meſſuage, together with, *&c.* ſituate, *&c.* and parcel of the aforeſaid manor: **And whereas** the ſaid *P. C.* is now poſſeſſed of the aforeſaid meſſuage and premiſes, with the appurtenances, by demiſe from the ſaid *T. C.* for a certain term ending at the feaſt of St. Michael the Archangel next enſuing the date above written, the ſaid *P. C.* doth for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *H. H.* his, *&c.* by theſe preſents, that he the ſaid *P. C.* on this ſide and before the firſt day of Eaſter term next enſuing, ſhall at the coſts and charges of the ſaid *H. H.* convey, aſſign and ſet over unto the ſaid *H. H.* and his aſſigns, all the preſent eſtate, title and intereſt of the ſaid *P.* of, in and to the ſaid meſſuage and premiſes, and every part and parcel thereof, with the appurtenances, and ſhall and will put the ſaid *H. H.* or his aſſigns in peaceable poſſeſſion thereof, and that the ſame ſhall be then in as good plight and repair as now they be. **And** the ſaid *P. C.* for and in conſideration of, *&c.* in hand, *&c.* by the ſaid *H. H.* *&c.* the receipt, *&c.* and alſo in conſideration of, *&c.* to be paid by the ſaid *H. H.* to the ſaid *P.* as hereafter in theſe preſents is limited, doth for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *H. H.* his, *&c.* by, *&c.* that he the ſaid *P. C.* and *S.* his wife, ſhall and will, before and on this ſide the ſaid firſt day of Eaſter term next enſuing, by uſual names ſurrender, according to the cuſtom of the ſaid Manor, into the hands of the Lord of the ſaid Manor, the aforeſaid meſſuage and premiſes with the appurtenances, and all their eſtate, poſſeſſion, reverſion, remainder, right, title and intereſt therein, to the uſe and behoof of the ſaid *H. H.* his heirs and aſſigns for ever; and that he the ſaid *P.* hath now good right and title to the ſaid meſſuage and premiſes with the appurtenances, and a good eſtate therein in fee-ſimple according to the cuſtom of the ſaid manor after the deceaſe of the ſaid *T. C.* and ſhall make and give unto the ſaid *H. H.* ſuch aſſurance and ſecurity for the quiet enjoying of the premiſes as the ſaid *P.* hath had, made or given unto him, of *W. W.* of whom the ſaid *P.* lately purchaſed the ſame, and ſhall and will aſſign over to the ſaid *H.* by ſuch ways or means as by him or his counſel learned in the law ſhall be reaſonably deviſed, adviſed and required, all bonds and other collateral ſecurities which the ſaid *P.* now hath for the ſafe and free enjoying of the premiſes, or any part thereof. **And** the ſaid *H. H.* doth for himſelf, his, *&c.* covenant, promiſe and grant, to and with the ſaid *P. C.* his, *&c.* and every of them, by theſe preſents, that he the ſaid *H. H.* or his aſſigns, ſhall and will, upon the aforeſaid ſurrender made by the ſaid *P.* and *S.* his wife, and the peaceable poſſeſſion delivered of the premiſes in ſuch good plight and repair as they now be, according to the true intent and meaning of theſe preſents, pay, content and ſatisfy unto the ſaid *P. C.* or his aſſigns, the whole and juſt ſum of one hundred pounds of, *&c.* **And it is agreed** between the ſaid parties to theſe preſents, that the ſaid *H. H.* ſhall buy of the ſaid *P. C.* ſuch moveables as now be in the ſaid meſſuage and premiſes, or that he ſhall be pleaſed to leave them at ſuch rates, as two men, to be by the ſaid *P.* and *H.* indifferently choſen, ſhall appraiſe the ſame; and that the ſaid *H. H.* ſhall pay unto the ſaid *T. C.* all rents that ſhall grow due unto her for the premiſes from the day of the date of theſe preſents. **In witneſs,** *&c.*

*(Wood)*

Covenant to aſſign,

and put purchaſer in poſſeſſion,

and to ſurrender.

Good right.

Peaceable enjoyment, and ſhall aſſign collateral ſecurities.

Covenant to pay.

Agreement for goods on the premiſes.

*Articles as to the purchaſing of the Equity of Redemption of the Eſtate in* G. &c. *purſuant to Agreement.*

**Articles of Agreement** had, *&c.* at *D.* in French-Flanders, this ——— Day of ——— (according to the Stile uſed in Great-Britain) in the Year of our Lord ———, between *T. J. T.* Eſq; late of *H.* in the County of *G.* in the Kingdom of Great-Britain, but now reſiding in *D.* aforeſaid, and *M.* his Wife, of the one Part, and *J. T.* of, *&c.* Gent. and *R. W.* of, *&c.* in the County of *M.* in Great-Britain aforeſaid, Gent. of the other Part, as follows:

Recitals.

As to *T. J. T.*'s being ſeiſed of the equity thereof.

**Whereas** the ſaid *T. J. T.* is ſeiſed of or intitled to the equity of redemption in fee-ſimple of the manor of *O.* and of divers meſſuages, lands, tenements and hereditaments in *B. H.* and *O.* in the ſaid county of *G.* all which ſaid manor, meſſuages, mills, lands, tenements and hereditaments, with their and every of their appurtenances, by virtue of ſome deeds, mortgages or ſecurities, entered into and executed by the ſaid *T. J. T.* ſtand charged with and ſubject to the payment of the principal ſum of ſeven thouſand three hundred pounds to *R. N.* Eſq; and *R. S.* or one of them, with intereſt for the ſame from the ninth day of March (according to the ſtile uſed in Great-Britain) in the year of our Lord ——: and the ſaid *R. N.* and *R. S.* have filed their bill in the High Court of Chancery in Great-Britain aforeſaid, praying (amongſt other things) the repayment of the ſaid principal ſum, with the intereſt due for the ſame, or that in default thereof he the ſaid *T. J. T.* might be abſolutely foreclоſed of his equity of redemption of and in the ſaid manor and premiſes, with the appurtenances, or to ſome ſuch purpoſe or effect; and ſeveral further proceedings have been had thereon——So that it is now computed, that the ſaid principal money, and the intereſt thereof to Midſummer laſt, with the coſts of ſuit which have been and will be occaſioned thereby, (after a deduction of ſix hundred and twenty-five pounds, or thereabouts, which hath been received by the ſaid mortgagees, or one of them, out of the rents and profits of the ſaid mortgaged premiſes) will amount to upwards of eight thouſand pounds. **And whereas** the ſaid *T. J. T.* now is and ſtands indebted to the ſeveral perſons in the ſchedule here under named in the ſeveral ſums of money in the ſame ſchedule mentioned to be due to them reſpectively; which he is deſirous ſhould be paid accordingly: **And whereas** the ſaid *T. J. T.* hath this day agreed to grant, ſell and aſſign his equity of redemption, and all

As to ſuit in court touching foreclоſing him, *&c.*

And what now due to mortgagees from him.

As to his being indebted to ſeveral perſons in a ſchedule, *&c.*

all his right, title and intereſt of and in all his ſaid manor, meſſuages, mills, lands, tenements and hereditaments before mentioned, and all other his eſtate, lands, tenements and hereditaments in the ſaid county of *G.* with their and every of the rights, members and appurtenances, unto the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators (ſubject to the aforeſaid incumbrances) for the conſiderations herein after mentioned: **Now theſe Preſents witneſs,** That for and in conſideration of the ſum of ſixty-five pounds of, *&c.* to be paid to the ſaid *T. J. T.* as herein after mentioned, and of the annuities or yearly payments herein after alſo mentioned to be paid by the ſaid *J. T.* and *K. W.* and to be ſecured in ſuch manner as herein after is mentioned; and alſo in conſideration that the ſaid *J. T.* and *K. W.* have agreed to pay the ſaid principal, intereſt and coſts to the ſaid *R. N.* and *R. S.* and alſo to pay the ſaid ſeveral debts in the ſaid ſchedule hereunder written mentioned, and to indemnify him the ſaid *T. J. T.* from the ſame; **The** ſaid *T. J. T.* **doth** by theſe preſents covenant, promiſe, grant and agree to and with the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, that he the ſaid *T. J. T.* and the ſaid *M.* his wife, ſhall and will within two months from the day of the date hereof at the requeſt of the ſaid *J. T.* and *K. W.* their heirs or aſſigns, and at their coſts and charges, by fine, and ſuch other good and ſufficient conveyance and aſſurance in the law, as counſel learned in the law ſhall adviſe, convey and aſſure unto the ſaid *J. T.* and *K. W.* and their heirs for ever, or unto ſuch other perſon or perſons, and his, her or their heirs for ever, as the ſaid *J. T.* and *K. W.* ſhall direct and appoint, the equity and right of redemption of the ſaid *T. J. T.* and all his and the ſaid *M.*'s right, title, and intereſt of and in the ſaid manor, meſſuages, mills, lands, tenements and hereditaments, and all other the manors, meſſuages, mills, lands, tenements and hereditaments of him the ſaid *T. J. T.* in the ſaid county of G. freed and diſcharged of and from all manner of incumbrances whatſoever, (**Other than and except** the incumbrances herein before and in the ſchedule hereunder written mentioned); **And** that the ſaid *J. T.* and *K. W.* or ſuch other perſon or perſons as they ſhall direct, ſhall and may receive and take all the rents, iſſues and profits of the ſaid manor, meſſuages, mills, lands, tenements and hereditaments from Midſummer laſt for their own uſe. **And** the ſaid *J. T.* and *K. W.* for themſelves, their heirs, executors and adminiſtrators, do hereby covenant, promiſe, grant and agree to and with the ſaid *T. J. T.* his heirs, executors and adminiſtrators, that on the ſaid *T. J. T.* and *M.* his wife, acknowledging ſuch fine, and making and executing ſuch other conveyances and aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *T. J. T.* his heirs or aſſigns, the ſaid ſum of ſixty-five pounds, and alſo ſhall and will give, ſeal, execute and deliver to the ſaid *T. J. T.* one bond or obligation in the penalty of three thouſand pounds of lawful money of Great Britain, with condition to be there under written, for making void the ſame, if they the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. J. T.* or his aſſigns upon requeſt, one annuity or yearly ſum of ſeventy pounds of like lawful money, during the life of the ſaid *T. J. T.* by equal half-yearly payments; the firſt payment thereof to begin and be made on Chriſtmas-day next; and alſo if the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *M.* the wife of the ſaid *T. J. T.* or to ſuch perſon or perſons as he ſhall direct or appoint, on like requeſt, for her ſole and ſeparate uſe, (notwithſtanding her coverture) one annuity or yearly ſum of thirty pounds of like lawful money during her life, by the like equal half-yearly payments; the firſt payment thereof alſo to begin and be made on Chriſtmas-day next; and in caſe of the death of the ſaid *M.* in the life-time of the ſaid *T. J. T.* then if the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid the ſaid annuity or yearly ſum of thirty pounds to the ſaid *T. J. T.* or his aſſigns, on like requeſt, from the death of the ſaid *M.* during his life, by the like half-yearly payments as aforeſaid, in ſuch manner as the ſaid annuity of ſeventy pounds is before mentioned to be paid to him: **And the ſaid** *J. T.* and *K. W.* do alſo for themſelves, their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *T. J. T.* his heirs, executors and adminiſtrators, that on the acknowledging ſuch fine and executing ſuch other conveyances and aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. N.* and *R. S.* all ſuch principal, intereſt and coſts as are now due to them or either of them on their ſaid ſecurities, and to the ſaid ſeveral perſons in the ſaid ſchedule here under-written mentioned, the ſeveral ſums therein mentioned to be to them reſpectively due and owing, and thereof and therefrom well and ſufficiently ſave harmleſs and keep indemnified him the ſaid *T. J. T.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods and chattels; and if the ſaid debts, or any of them, ſhall appear to be leſs than they are now computed at, or if any ſum of money ſhall be ſaved out of the ſaid debts by way of compounding the ſame or otherwiſe, that then they the ſaid *J. T.* and *K. W.* will pay the money ſo ſaved to the ſaid *T. J. T.* his executors or adminiſtrators. **In witneſs,** *&c.*

*(Morgan.)*

As to this agreement for ſale of premiſes, *&c.* The ſeveral conſiderations to be paid and done by the grantees.

Grantor covenants that he & *Ux.* will convey his right and equity, *&c.*

The premiſes free from incumbrances, except, *&c.*

Grantees to have rent from Midſummer laſt.

Grantees covenant to pay and do the ſeveral conſiderations, *viz.*

Monies.

Two annuities,

one to the grantor,

the other to his wife for her ſole uſe.

Mortgages, *&c.* to be paid.

*A ſpecial Agreement in Articles of Purchaſe of a Manor,* &c. *as to the Time of the Purchaſer's being let into Poſſeſſion, and that the Vendor ſhall hold the next Court, and receive the Rents, Fines,* &c. *to a Day to come.*

**AND alſo** it is agreed by and between the ſaid parties to theſe preſents, that the ſaid *B. B.* ſhall be let into poſſeſſion of the premiſes at Michaelmas next, but that all arrears of rent, fines, caſualties and other profits ariſing from the ſaid eſtate and premiſes, or any part thereof, which now are, or on or before Michaelmas next ſhall be due or payable, together with the fines, perquiſites and profits which are or ſhall incur or become due, at or before the next court to be held for the ſaid manor, (and which it is agreed ſhall be held by and in the name of the ſaid *A. A.* or his heirs, on or before the —— day of, *&c.*) ſhall belong to and be received by the ſaid *A. A.* his heirs, executors or adminiſtrators, and that he and they ſhall have full and free liberty to receive and get in the ſame accordingly.

*Another, Where the Purchaſer is to receive the Rents, Fines, &c. due from a Day paſt.*

*At the end of the vendor's covenant to convey.* And alſo that he the ſaid *(Purchaſer)* ſhall and may forthwith enter into and upon the ſaid premiſes, and receive, take and enjoy to his own uſe, all the rents, iſſues and profits thereof, which from Lady-Day now laſt paſt are grown due or ſhall grow due or payable; and alſo all fines for renewals of leaſes of the premiſes, and for admittances to copyhold eſtates holden of the ſaid manor, which ſince Lady-Day now laſt paſt have dropt or fallen in, or become due or payable, or which ſhall drop or fall in, or become due or payable, by the death of any perſon or perſons, for whoſe life or lives ſuch leaſes or copyhold eſtates, are or were holden, or otherwiſe, in reſpect of the premiſes or any part thereof.

*A Proviſion in Articles of Purchaſe, in Caſe of Delay or Default of either Party.*

And alſo, That if by reaſon of any delay, neglect or default, by or on the part of the ſaid *(the Purchaſer)* or his heirs, or his or their counſel or agents, the ſaid conveyances of the ſaid eſtate and premiſes, ſhall not be ready and tendered to the ſaid *(Vendor)* or his heirs, to be executed on or before the ſaid —— day of, *&c.* and the ſaid —— pounds purchaſe-money be not then accordingly paid, then and in ſuch caſe the ſaid *(Purchaſer)* his, *&c.* ſhall and will pay and allow to the ſaid *(Vendor)* his, *&c.* intereſt for the ſaid —— pounds at the rate of, *&c.* to be computed from the ſaid —— day of, *&c.* until the ſaid —— pounds ſhall be paid as aforeſaid; but if by reaſon of any delay, neglect or default, by or on the part of the ſaid *(Vendor)* or any claiming under him, ſuch conveyances as aforeſaid ſhall not be executed on or before the ſaid —— day of, *&c.* then and in ſuch caſe, no ſuch intereſt as aforeſaid ſhall be paid or allowed during the time of ſuch delay of the ſaid *(Vendor)*.

*An Agreement in Purchaſe-Articles, that the Vendor ſhall have Room and Liberty for threſhing, &c. his Corn, &c. and Room for Servants, Horſes, &c. till his Stock can be conveniently carried away.*

And alſo, the ſaid *A. B. (Purchaſer)* doth hereby covenant and agree, that until the ſaid *C. D. (Vendor)* his, *&c.* can conveniently threſh out, ſell, carry away, or otherwiſe diſpoſe of his corn, grain, hay, hops, and other ſtock now being upon the premiſes, or any part thereof, he and they ſhall have and enjoy ſuitable barn room and other conveniences upon the premiſes wherein to lodge, lay up and beſtow ſuch corn, grain and hay as aforeſaid, and likewiſe ſuitable houſe-room for his and their ſervants, agents and horſes to be employed for the purpoſes aforeſaid, together with free liberty of ingreſs, egreſs, regreſs, way and paſſage to go, come, threſh out, fetch and carry away the ſame corn, grain, hay, hops and other ſtock, and every or any part thereof, in or over any neceſſary part of the ſaid purchaſed premiſes, doing no wilful damage to the ſame.

*Agreement in Articles of Purchaſe as to the Profits of Wood, and Exception to be made of Contracts for Wood.*

And whereas it cannot at preſent be aſcertained what the true clear yearly value of O. woods may be beyond the woodkeeper's ſalary and other charges, it being doubted they will not mount to above fifty pounds *per annum*, though the ſame are eſtimated in the particular delivered in, at one hundred pounds *per annum*. It is therefore mutually agreed between the ſaid parties, that the ſaid *(Purchaſer)* ſhall have and receive the profit of the bark of all the trees upon the premiſes, ſold to Mr. *J.* which are yet unfelled, or elſe ſhall deduct and detain the ſum of two hundred pounds out of the laſt payment of the ſaid —— pounds in lieu of the ſaid bark, at the election of the ſaid *(Vendor)*, ſuch election ſhall be made in writing under the hand of the ſaid *(Vendor)* before, *&c.* And, *&c.* that the contracts for woods with *L.* and *J.* ſhall be expreſsly excepted in the covenant againſt incumbrances in the conveyances to be made of the premiſes to the ſaid *(Purchaſer)* and his heirs.

*(Wood.)*

*Agreement for the Sale of a Manor mortgaged to two Perſons for as much as it is worth; whereby, in Conſideration of other Lands conveyed, one Mortgagee agrees to part with his Right to the other.*

Articles, &c. Tripartite, *&c.* Between *J. S.* of, *&c.* and *A. S.* of, *&c.* of the firſt part, *J. W.* the elder of, *&c.* and *J. W.* the younger of, *&c.* of the ſecond part, and *A. A.* of, *&c.* of the third part, as follows.

Money due to *T. M* on mortgage of a manor, for which *J. W. ſen.* conveyed part of ſaid manor to truſtees to pay the intereſt of ſaid mortgage.]

Whereas for ſome years laſt paſt there hath been and now is due and owing unto *T. M.* of, *&c* the ſum of one thouſand three hundred pounds principal money, by mortgage on the manor of *B.* and, *&c.* ſituate, *&c.* late the eſtate of Sir *S. B.* of, *&c.* And whereas the ſaid *J. W.* the elder, having conveyed and aſſured all that capital meſſuage and farm called *B.* farm, now, *&c.* and all, *&c.* part of the ſaid manor and premiſes in *B.* purchaſed of the ſaid Sir *S. B.* as aforeſaid, unto the ſaid *J. S.* and *A. S.* and their heirs, in truſt for and to the uſe and benefit of the ſaid *J. W.* the elder, and *J.* his wife, ſiſter of the ſaid *J. S.* and *A. S.* and the iſſue of their two bodies; he the ſaid *J. W.* the elder, by, *&c.* did grant, *&c.* unto the ſaid *J. S.* and *A. S.* and their heirs, the water-mill, lands, *&c.* herein after particularly named, other

other part of the ſaid premiſes ſo purchaſed of the ſaid Sir *S. B.* as aforeſaid, upon truſt that they the ſaid *J. S.* and *A. S.* and their heirs, ſhould and might, out of the rents, *&c.* of the ſaid herein after-mentioned premiſes, in the firſt place pay and ſatisfy themſelves the ſum of fifty pounds then lent to the ſaid *J. W.* the elder, and then pay or cauſe, *&c.* unto the ſaid *T. M.* or his aſſigns, by half-yearly payments, the intereſt of the ſaid one thouſand three hundred pounds, and when and ſo often as the wood-lands, parcel of the ſaid herein after-mentioned premiſes ſhould be fellable, ſhould, by the felling and ſale thereof, and the timber thereon, levy and raiſe as much money as they could, for and towards the payment of the ſaid principal ſum of one thouſand three hundred pounds, and alſo upon truſt, *&c.* **And whereas** the ſaid *J. W.* the elder, by, *&c.* reciting as aforeſaid, and that the ſaid *J. W.* the younger, at the inſtance and requeſt of his ſaid father, had agreed as well to join with him in the mortgage of the ſaid manor of B. and the other premiſes aforeſaid unto the ſaid *A. A.* for the ſecurity of four hundred pounds, and intereſt at five pounds *per cent. per annum*, and to become jointly and ſeverally bound with the ſaid *J. W.* the elder, unto the ſaid *A. A.* in the ſum of eight hundred pounds conditioned to perform the covenants of the ſaid intended mortgage, and for the better ſecurity of the repayment of the ſaid four hundred pounds and intereſt, and to confeſs two judgments on the ſaid bond of eight hundred pounds, he the ſaid *J. W.* the elder, in conſideration thereof, and of the love, *&c.* to the ſaid *S. W.* did give and grant unto the ſaid *S. W.* **all** and every the ſurplus money ariſing by the rents and profits or ſale of the ſaid herein after-mentioned premiſes, as alſo all and every the ſaid herein after-mentioned premiſes as ſhall not be ſold, and did give and appoint unto him the ſaid *S. W.* his, *&c.* the full and whole benefit of the truſt aforeſaid; and in order thereunto, did therein and thereby direct, limit and appoint the ſaid *J. S.* and *A. S.* to pay the ſaid ſurplus money, and to convey and aſſure ſuch of the ſaid herein after-mentioned premiſes as ſhould be unſold, or all of them, ſubject to the charges before-mentioned, unto the ſaid *S. W.* and his heirs: **And whereas** the ſaid *J. W.* the elder, in and by his laſt recited indenture, for the conſiderations aforeſaid, having covenanted to ſtand ſeiſed of the ſaid manor of B. with its rights, members and appurtenances, to the uſe of the ſaid *J. W.* the younger, and his heirs, he the ſaid *J. W.* the elder, together with the ſaid *S. W.* in purſuance of the ſaid recited agreements, by, *&c.* in conſideration of three hundred pounds paid to the ſaid *J. W.* the elder, and the ſum of one hundred pounds paid to the ſaid *S. W.* did convey, *&c.* the ſaid manor, *&c.* unto the ſaid *A. A.* and his heirs, by way of mortgage, and under condition to be void on payment of the ſaid ſum of four hundred pounds, and intereſt at the rate aforeſaid, unto the ſaid *A. A.* his, *&c.* at the time in the laſt recited indenture appointed for the payment thereof, and now long ſince paſt, as by, *&c.* **And whereas** the ſaid *S. W.* ſoon after the execution of the ſaid laſt mentioned indenture went beyond the ſeas, and not having been heard of ſince, is ſuppoſed to be dead, and his truſt and intereſt in the ſaid herein after-mentioned premiſes, being veſted in the ſaid *J. W.* the elder, as adminiſtrator of the ſaid *S. W.* and in the ſaid *J. W.* the younger, as brother and heir to the ſaid *S. W.* **And whereas**, by reaſon of all other neceſſaries out going, the rents and profits of the ſaid herein after-mentioned premiſes have not been ſufficient to pay all the intereſt due on the ſaid *T. M.*'s mortgage, much leſs the intereſt due on the ſaid *A. A.*'s mortgage, ſo that at the ſealing and delivery of theſe preſents, there is due and owing on the ſaid ſeveral mortgages the ſum of one thouſand nine hundred pounds and upwards, being the utmoſt that the inheritance and abſolute purchaſe of the ſaid herein after-mentioned premiſes are worth: **And whereas** the ſaid *A. A.* hath contracted and agreed with the ſaid *J. W.* the elder, and the ſaid *J. W.* the younger, for the purchaſe of the ſaid hereafter-mentioned premiſes at the rate and price aforeſaid, of which ſaid ſum of one thouſand nine hundred pounds, the ſum of, *&c.* is to be paid by the ſaid *A. A.* unto the ſaid *T. M.* in diſcharge of his mortgage as aforeſaid: **Now theſe Preſents witneſs**, that it is covenanted, concluded and agreed on, by and between the ſaid parties to theſe preſents, in manner and form following, (that is to ſay) that the ſaid *J. S.* and *A. S. J. W.* the elder, and *J. W.* the younger, for and in conſideration of the premiſes aforeſaid, and of the ſum of, *&c.* to be paid by the ſaid *A. A.* unto the ſaid *T. M.* as is hereafter-mentioned, ſhall and will on this ſide, or before, *&c.* in ſuch manner, *&c.* and at the proper coſts, *&c.* of the ſaid *A. A.* his, *&c.* grant, *&c.* unto the ſaid *A. A.* his, *&c.* to the uſe of him, his heirs and aſſigns, all that, *&c.* *(the other lands granted as a ſecurity. Uſual covenants.)* **In witneſs**, *&c.*

and by felling, *&c.* woods to pay the principal.

Another mortgage to *A. A.*

The ſon and heir of the mortgager ſuppoſed to be dead.

Premiſes not ſufficient to pay.

Agreement for purchaſe, part of the money to be paid in diſcharge of *T. M.*'s mortgage.

*An Agreement as to Part of Purchaſe-Money depoſited. A Freehold being ſold under a Will for the Benefit of ſix Siſters and Coheirs, and Copyholds which deſcended to them being alſo included in the ſame Purchaſe, one of the Siſters and her Huſband refuſe to join; a ſixth Part of Purchaſe-Money is depoſited in the Bank to indemnify the Purchaſer, and this Deed declares the Truſts of the Depoſit.*

**THIS Indenture** made the fifteenth day of November, in the eighteenth year, *&c.* and in the year of our Lord, 1778, between *Blanch Bitton*, of, *&c.* widow, and *Celia Rolls*, of, *&c.* ſpinſter, (two of the ſix ſiſters and coheirs of Sir *Dennis Rolls*, Baronet, deceaſed) and *Edgar Edwards*, of, *&c.* Eſquire, (which ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, are the three truſtees and executors named in the laſt will and teſtament of the ſaid Sir *Dennis Rolls*) of the one part, and *Ferdinando Folk* and *Hannah* his wife, and *Leonard Lemm*, of, *&c.* Eſquire of the other part. **Whereas** the ſaid *Hannah Folk* lately contracted and agreed with the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, for the abſolute purchaſe of divers freehold manors, rectories, meſſuages, lands, tithes and hereditaments late of the ſaid Sir *Dennis Rolls* in the county of Rutland, *&c.* which were by him in and by his laſt will and teſtament deviſed (among other lands) unto his ſaid three truſtees and their heirs, in truſt to ſell for the benefit of his ſix ſiſters in equal proportions, and alſo of divers copyhold meſſuages, lands and hereditaments late of the ſaid Sir *Dennis Rolls* in the ſaid county of Rutland, *&c.*) which upon his deceaſe deſcended unto his ſix ſiſters as his heirs at law) for the ſum or price of eighteen thouſand pounds of lawful money of Great Britain, and by indentures of leaſe and releaſe, and bargain and ſale inrolled, or intended to be inrolled in chancery, dated reſpectively the twenty-fourth and twenty-fifth day of October now laſt paſt, the releaſe and bargain and ſale being made or mentioned to be made between the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, of the firſt part, *Daniel Dent*, Eſquire, and *Catharine* his wife, *Francis Fount*, Eſquire, and *Elizabeth* his wife, *Henry Hunt*, Eſquire, and *Grace* his wife, and *John Kent*, Eſquire, and *Jane* his wife, which

Recital of an agreement for a purchaſe of part of an eſtate of a deceaſed from truſtees under his will, and of copyholds which deſcended to his ſix ſiſters and heirs. The purchaſe deeds recited,

(which ſaid *Catharine*, *Elizabeth*, *Grace* and *Jane*, are the four other ſiſters and coheirs of the ſaid Sir *Dennis Rolls*) of the ſecond part, the ſaid *Ferdinando Folk* and *Hannah* his wife of the third part, and Sir *Gregory Granger*, Baronet, and *John Irons*, Eſquire, of the fourth part, and the fine in the ſame releaſe

being leaſe, releaſe, bargain and ſale inrolled, and fine,

covenanted to be levied, in conſideration of the ſum of eighteen thouſand pounds, in the ſaid releaſe and bargain and ſale mentioned to be paid by the ſaid *Hannah Folk* to the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, to be by them applied and diſpoſed of according to the directions of the ſaid will of the ſaid Sir *Dennis Rolls* in that behalf, **all** the ſaid purchaſed freehold premiſes are and were conveyed, or

to truſtees for a feme covert;

mentioned to be conveyed unto and to the uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their heirs and aſſigns, **in truſt** for the ſaid *Hannah Folk*, and to be at her ſole and ſeparate diſpoſal in manner in the ſaid releaſe and bargain and ſale mentioned and expreſſed; and in and by the ſame releaſe **all** the ſaid copyhold premiſes were for the conſideration aforeſaid covenanted and agreed to be ſurrendered to the ſame uſes and upon the like truſts as were therein before-mentioned concerning the ſaid freehold premiſes. **And whereas** the ſaid *John Kent* and *Jane* his wife, or either of them, have not

and that copyholds are covenanted to be ſurrendered,

hitherto ſealed and executed the ſaid indentures of leaſe and releaſe and bargain and ſale, or acknowledged the ſaid fine, or ſurrendered or joined in ſurrendering the ſaid copyhold premiſes; **and therefore** by agreement between the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards* and *Hannah Folk*, ſhe the ſaid *Hannah*

and that one of the ſix ſiſters and her huſband have not executed the conveyances,

did only pay down the ſum of fifteen thouſand pounds, (part of the ſaid eighteen thouſand pounds purchaſe-money) and by the like agreement ſhe the ſaid *Hannah Folk* hath on the day of the date hereof paid

and that is agreed between the vendors (*viz.* the truſtees under the will) and the purchaſer, that ſhe depoſit in the bank a ſixth part of the purchaſe money.

the ſum of three thouſand pounds, (reſidue of the ſaid eighteen thouſand pounds purchaſe-money) being the ſixth part, ſhare and proportion of the ſaid *Jane Kent* of and in the ſame, into the bank of England, for which the governors and company of the ſaid bank of England have this day given a bank or caſh note, ſigned by *Xerxes Xoll* (one of their caſhiers) for the ſaid ſum of three thouſand pounds, payable unto the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, or their order, as by the ſaid note now lodged in the hands of the ſaid *Edgar Edwards* may appear. **Now this Indenture witneſſeth**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſaid ſum of three thouſand pounds ſo paid in to the ſaid bank of England, and the note given for the ſame, payable unto the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, or their order as aforeſaid,

The truſt of the bank-note declared

was ſo paid and made payable upon the truſts, and ſubject to the agreements herein after-mentioned concerning the ſame; that is to ſay, **Upon truſt** that the ſaid ſum of three thouſand pounds, or any part thereof, ſhall not (without the joint and mutual conſent of all the ſaid four truſtees laſt-named) be received or paid out of the ſaid bank of England, but ſhall remain lodged there upon the aforeſaid note in their

to be a depoſit till huſband and wife execute, *&c.*

joint names as a depoſit or pledge until either the ſaid *John Kent* and *Jane* his wife ſhall duly ſeal and execute the aforeſaid ſeveral indentures, and acknowledge the aforeſaid fine and ſurrender, or until the ſaid laſt will and teſtament of the ſaid Sir *Dennis Rolls* ſhall, at the coſts and charges of his ſaid truſtees and executors or ſome of them, be eſtabliſhed againſt his heirs at law, and duly proved in the Court of Chancery, in order to perpetuate the teſtimony of the witneſſes thereto; and that an office-copy from the inrollment of the bill, anſwer and depoſitions of ſuch witneſſes on ſuch probate ſhall, at the like coſts and charges as aforeſaid, be delivered unto the ſaid *Hannah Folk*, or her ſaid truſtees, for the uſe of her, her heirs and aſſigns; or until an order or decree of the ſaid court ſhall be obtained for the application or diſpoſition of the ſaid ſum of three thouſand pounds, and when and ſo ſoon as the ſaid *John Kent* and *Jane* his wife ſhall have duly ſealed and executed the ſaid indentures, and acknowledged the ſaid fine, and made ſuch ſurrender as aforeſaid, or when and ſo ſoon as the ſaid will of the ſaid Sir *Dennis Rolls* ſhall be eſtabliſhed and proved in the ſaid Court of Chancery, and ſuch office-copy delivered as aforeſaid; or when and ſo ſoon as ſuch order or decree of the ſaid court ſhall be obtained for the application or diſpoſition of the ſaid ſum of three thouſand pounds as aforeſaid, then upon truſt, that the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, ſhall receive or order the ſaid ſum of three thouſand pounds to be received of and from the ſaid bank of England, and immediately thereupon pay, or order the ſame to be paid unto the ſaid truſtees and executors of the ſaid Sir *Dennis Rolls*, for the benefit of the ſaid *Jane Kent*, or as the ſaid Court of Chancery ſhall or may in that behalf have ordered or directed. **Provided always**

or a decree or order of Court for the diſpo-

and then to be paid to the truſtees for the benefit of the wife, or as the court may direct.

nevertheleſs, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and particularly the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, do hereby for themſelves, their executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ferdinando Folk* and *Leonard Lemm*, their executors and adminiſtrators, that in caſe the ſaid ſixth part and ſhare of the ſaid *Jane Kent* of and in the ſaid copyhold premiſes ſhall not be legally and effectually ſurrendered and aſſured to the uſe

Covenant that if the ſixth part of the copyhold be not ſurrendered before the depoſit be received from the Bank, a moiety of it to be laid out to be a collateral ſecurity for the purchaſer as to the ſixth part of the copyhold.

of the ſaid truſtees of the ſaid *Hannah Folk* and their heirs, according to the purport and true meaning of the ſaid indenture of releaſe, at or before the time that the ſaid ſum of three thouſand pounds, ſhall be received of and from the ſaid bank of England as aforeſaid, then and in ſuch caſe the ſum of one thouſand five hundred pounds, part of the ſaid three thouſand pounds ſhall forthwith thereupon, to the ſatisfaction and good liking of the ſaid *Hannah Folk*, her heirs, executors, adminiſtrators or aſſigns, or her ſaid truſtees, or her or their counſel learned in the law, be lodged, applied, or diſpoſed of, ſo and in ſuch manner as that the ſame one thouſand five hundred pounds ſhall be, and be made an effectual collateral ſecurity unto her the ſaid *Hannah Folk*, and her ſaid truſtees, and her and their heirs and aſſigns, for her and their quiet enjoyment of the ſaid ſixth part and ſhare of the ſaid *Jane Kent* of and in the ſaid copyhold premiſes, and the quiet and peaceable receipt of the rents and profits thereof, until the ſaid ſixth part and ſhare of the ſame premiſes ſhall be legally and effectually ſurrendered and aſſured to the uſe of the ſaid truſtees of the ſaid *Hannah Folk*, their heirs and aſſigns, in manner aforeſaid. **In witneſs**, &c.

*(Horſeman.)*

*Agreement that the Leſſor ſhall grant a Leaſe of Premiſes, for the Remainder of his Term, the Leſſee to pay the Leſſor, on being put in Poſſeſſion, for the Leſſor's Improvements; if the Leſſor takes a new Leaſe, he ſhall likewiſe grant a new one to his Leſſee, and to grant a Leaſe of other Leaſehold Premiſes.*

Articles, &c. Between *Benjamin King*, of, &c. and *Michael Long*, of, &c.

WHEREAS the ſaid *Benjamin King* is poſſeſſed by virtue of a leaſe from *Richard Jones*, of, &c. for ſeveral years yet to come, of and in all that field or meadow, &c. two other fields, &c. And whereas the ſaid *Benjamin King* hath improved the ſaid lands by laying dung thereon and otherwiſe: Now it is agreed by and between the ſaid parties to theſe preſents, and the ſaid *Benjamin King* doth hereby agree to demiſe unto the ſaid *Michael Long*, the ſaid field, &c. for and during all the time and term of years which the ſaid *Benjamin King* hath therein yet to come, except one month, to commence at, &c. In conſideration whereof, the ſaid *Michael Long* doth covenant and agree to pay down to the ſaid *Benjamin King* on the ſealing and executing the ſaid leaſe by the ſaid *Benjamin King*, or upon his being put in poſſeſſion of the ſame, the ſum of —— pounds, &c. in recompence and towards ſatisfaction of ſuch improvements as the ſaid *Benjamin King* hath made on the premiſes: (*Michael Long covenants to pay rent:*) And the ſaid *Michael Long* doth agree to lay or cauſe to be laid yearly in each of the three laſt years of the ſaid term, hereby agreed to be let, ——— loads of dung upon each —— acres of the premiſes hereby agreed demiſed: And to keep the fences, gates, rails, poſts and ſtiles in good repair during the ſaid term; And ſo to yield up and leave the ſame at the end and determination of the ſaid term: And to pay all taxes, duties and impoſitions laid or to be laid on the premiſes during the ſaid term; And the ſaid *Michael Long* doth agree alſo not to dig for gravel or brick-earth, or to plow or to convert into tillage any of the ſaid premiſes ſo to be demiſed; and if he ſhall ſo do, to forfeit —— pounds *per* acre for every acre yearly, which he ſhall dig, or convert into tillage as aforeſaid: And the ſaid *Benjamin King* doth hereby agree, that in caſe he ſhall at any time hereafter take a new leaſe of the ſaid premiſes from the ſaid, &c. that then he the ſaid *Benjamin King* ſhall and will make a new leaſe thereof to the ſaid *Michael Long*, at and under the ſame yearly rent, which the ſaid *Benjamin King* now pays to the ſaid *Richard Jones* for the ſame, and for and during the term of ſuch new leaſe, except a month or thereabouts, without any fine or income to be paid by the ſaid *Michael Long* for ſuch leaſe; and the ſaid *Michael Long* is to hold the ſame under the ſame covenants as the ſaid *Benjamin King* ſhall be obliged to hold the ſame by and from the ſaid *Richard Jones*, his heirs, executors and adminiſtrators: And whereas the ſaid *Benjamin King*, in the right of *Fanny* his wife, who was the relict and executrix of *Charles Beſt*, by virtue of a leaſe from *Moſes White* and *Richard White* unto the ſaid *Charles Beſt*, is poſſeſſed of or intereſted in all thoſe cloſes, &c. late in the tenure or occupation of the ſaid *Benjamin King*: And whereas the ſaid *Benjamin King*, or thoſe under whom he claims, have built and erected upon part of the ſaid premiſes, a meſſuage, tenement or inn, now called, &c. And whereas the ſaid *Moſes White* and *Richard White* have lately entered upon and taken poſſeſſion of the ſaid premiſes by virtue of a judgment in ejectment for non-payment of the rent reſerved on the ſaid leaſe, and the ſaid *Benjamin King* hath exhibited his bill in Chancery to be relieved againſt the ſame: Now it is agreed between the ſaid *Benjamin King* and *Michael Long* (*to demiſe the ſaid laſt mentioned premiſes:*) To have and to hold the ſame from the time that the ſaid *Benjamin King* ſhall be reſtored to the poſſeſſion thereof by the ſaid Court of Chancery, for and during all ſuch time or term as ſhall be then to come in the ſaid leaſe, except one quarter of a year, and under the yearly rent hereafter mentioned, and under the ſame covenants as are contained in the ſaid leaſe or on the leſſee's part to be done or performed, and the agreements in theſe preſents contained: And the ſaid *Benjamin King* doth agree to put the ſaid meſſuages or tenement and out-houſes thereunto belonging, in good and tenantable repair: And the ſaid *Michael Long* doth covenant and agree to pay, or cauſe to be paid unto the ſaid *Benjamin King*, his executors, adminiſtrators and aſſigns, for the ſaid meſſuage or inn, the yearly rent and ſum of, &c. by quarterly payments, at, &c. and alſo to pay for the ſaid fields or cloſes of paſture ground, the yearly rent of ——— pounds *per* acre *per annum* for every acre thereof, by quarterly payments, as aforeſaid. And the ſaid *Michael Long* doth covenant and agree to keep and leave the ſaid meſſuage or inn, and out-houſes, ſheep-pens, gates, ſtiles, rails and fences, in good and ſufficient repair. And it is further agreed by and between the ſaid parties to theſe preſents, that the ſaid *Benjamin King* ſhall have liberty to dig gravel in the field commonly called, &c. parcel of the premiſes hereby demiſed, or intended to be demiſed, at all times during the ſaid term, and liberty to fetch and carry away the ſame. And the ſaid *Benjamin King* is to fill up the pits again from time to time with good earth and ſoil, at his own charge, and to pay or allow out of the rent of the ſaid cloſes ——— pounds yearly for every acre that he ſhall ſo dig, or cauſe to be dug, for gravel; ſo proportionably for a greater or leſs quantity than an acre, until the ſame ſhall be filled up again. And it is further agreed that the ſaid *Michael Long* ſhall have ready and pay down —— pounds for and upon the account and behalf of the ſaid *Benjamin King*, at ſuch time and place as the Court of Chancery ſhall appoint and direct the ſaid *Benjamin King* to pay ſuch ſum of money as ſhall be due and in arrear to the ſaid *Moſes White* and *Richard White*, or either of them, for rent of the premiſes above mentioned, with other lands demiſed, by them by the leaſe before mentioned. And the ſaid *Benjamin King* is to give to the ſaid *Michael Long* ſuch ſecurity for the repayment thereof and intereſt, as both parties ſhall agree upon and think ſufficient. In witneſs, &c.

(*Newnam.*)

Recital of leaſe.

Agreement to make an under leaſe.

Covenant to pay for improvements.

Rent.

Dung.

Repairs.

Taxes.

Not to dig for gravel, &c. or to plough, &c. the premiſes.

Agreement as to a new leaſe.

Recital of right to other leaſehold premiſes;

which is built upon: but the tenant is rejected for non-payment of rent.

Agreement to demiſe the premiſes as ſoon as reſtored.

To be put in repairs.

Rent.

Premiſes to be left in repair.

Liberty to dig gravel.

Pits to be filled up.

The under-leſſee to pay the original landlord his money.

Security to be given him for ſuch money.

*Articles concerning the procuring a Grant of and conveying Lands reverted to the Crown.*

**Articles**, &c. **Between** the Honourable *A. B. &c.* of the one Part, and *C. D.* of the other Part, in Manner and Form following, that is to say,

Manors belonging to the crown.

Acres 40,000.

**WHEREAS** his late Majesty King *Charles* the First, being in right of his crown of E. and duchy of C. or some or one of them, owner of the several manors, lordships or reputed lordships of H. *cum membris* W. S. C. C. M. R. E. *cum membris*, G. *super montem cum membris*, and the isle of A. lying contiguously in the several counties of Y. L. and N. some or one of them, whereunto above forty thousand acres of moor, fenny, boggy, drowned or surrounded grounds, waste or commons did belong, whereon his Majesty had a chase of red deer, and was known by the name of H. chase or level, his Majesty, for the good of his kingdom in general, and the ease of his subjects of those counties in particular, from the said deer, which the commoners and inhabitants were much annoyed with, and for the advancement of his revenue, with advice of the Lords and others of his Majesty's most Honourable Privy Council, by article under the Great Seal of E. bearing date the twenty-fourth day of May in the second year of his reign, with *C. V.* Esquire, for draining the same, and thereby allowed him one part in three of the waste, moors, commons, boggy, fenny and surrounded grounds, for his pains and charges in draining thereof. **And whereas** upon another contract under the Great Seal of E. made by and with the advice of the Lords and others of his Majesty's most Honourable Privy Council, dated the twenty-seventh day of October in the fourth year of his reign, his said Majesty, for the consideration of sixteen thousand eight hundred pounds fine, and a fee-farm rent agreed to be reserved, did contract and agree with the said *C. V.* that he the said *C. V.* together with the said third part, which by the first contract he was to have for his charges of draining, should have well and sufficiently conveyed and assured to him and his heirs for ever, the said manors of H. *cum membris* W. as also so much of the waste and common belonging to all the several manors herein before mentioned and specified, which were to be or should be allotted to his said late Majesty for his share and proportion therein, freed and discharged from all title and interest of common, and other claims whatsoever: **And whereas** the said *C. V.* by the assistance of his participant *J. V.* and at the said *J. V*'s proper expence of above one hundred and fifty thousand pounds did drain all the said waste and surrounded ground, pursuant to the said *C. V.*'s first contract: **And whereas** his said late Majesty, in part of performance of his said agreement, did by the request of the said *J. V.* by his letters patent under the Great Seal of E. dated the fifth day of February in the fourth year of his late Majesty's reign, give and grant unto the said *C. V.* and his heirs for ever, the aforesaid manor of H. *cum membris* W. and the several proportions set out and allotted to the King and drainer, for their shares of the waste belonging to the same manors, under several new increased yearly fee-farm rents thereby reserved, amounting to four hundred and eighty-five pounds *per annum*. **And whereas** his said late Majesty, in farther performance of his said contract, did by other letters patent under the Great Seal of E. dated the twenty-fourth day of March in the eleventh year of his reign, at the nomination and humble suit of the said *C. V.* and *J. V.* in trust for them, give and grant to Sir *W. C.* Knt. *R. C.* Alderman of L. Sir *C. H.* Knt. *T. B.* Esquire, *J. L.* merchant, and *T. V.* and their heirs, several lands and hereditaments in the said last recited letters patent expressed, being the several proportions set out for his said late Majesty, and the said drainer's shares in the surrounded grounds and waste, belonging to the said manor of S. C. R. C. M. G. *cum membris*, E. *cum membris*, and the isle of A. under several new reserved yearly fee-farm rents, amounting to seven hundred and seventy-five pounds seventeen shillings *per annum*. **And whereas** by the said recited contracts, as in the said several above mentioned letters patent, his said Majesty hath covenanted and granted to and with the said patentees, that he, his heirs and successors, would give his and their free and royal assent to a bill or act of parliament, for the better assurance of the said lands and hereditaments, by the said several letters patent granted or mentioned to be granted, and in performance thereof, **It was enacted** after the restoration, by his late Majesty King *Charles* the Second, and by and with the consent of the Lords Spiritual and Temporal, and Commons, in Parliament then assembled, and by the authority of the same, that the said two several before recited letters patent, the one dated the fifth of February in the fourth year of his late Majesty King *Charles* the First's reign, and the other dated the twenty-fourth of March in the eleventh year of his said reign, and all the title, estates and interest thereby made, created, passed or granted, or mentioned or intended to be granted, as were heretofore waste, moors, fishings, commons or surrounded grounds, lying within or belonging to the several manors or reputed manors therein mentioned, except the lands within the manors of M. being parcel of the possession of the Duchess of *C.* should be to, *&c.* and to hold them for ever: **And whereas** the said *C. V. W. C. R. C.* Sir *C. H. T. B. J. L.* and *T. V.* did in and by their deed of feoffment dated, *&c.* for the consideration of the sum of thirteen thousand pounds before mentioned to be disbursed by the said *J. V.* in draining the aforesaid premises, and also for the consideration of the further sum of ten thousand pounds disbursed for the said *C. V.* and the other patentees in payment for the said letters patent and money paid to the said *C. V.* and also for the farther sum of twenty thousand pounds to the said *C. V. &c.* in hand paid, at] or before the executing the said indenture, and for other considerations therein comprised, the said *C. V.*. *&c* did grant, bargain, sell, infeoff, and confirm unto the said *J. V.* the aforesaid premises, to hold to the said *J. V.* for ever: **And whereas** the said *J. V.* was a foreigner and was never naturalized at the time of his death, by reason whereof the premises that he was intitled unto is become vested in the crown of G. B. by virtue of its prerogative royal, the duchy of C. or the laws of this kingdom tending thereto: **And whereas** the deed and other proofs are now in the hands, custody or power of the said *C. D.* and thereby the premises are now under concealment, insomuch that the crown is not apprized thereof, neither is the crown or prerogative able to affert and prove their title or the forfeiture thereof, without producing the aforesaid deed, whereby the same premises became vested in the said *J. V.* for that the said *C. D.* hath of his own accord applied to, and made discovery of the aforesaid premises to the said *A. B.* whereby he is enabled by such proofs to vest the title thereof in the crown, and by his interest may obtain letters patent thereof; **Now** for the considerations aforesaid, and for the consideration that the said *E. D.* shall at all time and times hereafter, upon reasonable notice to him given under the hand of

By the first article, 24th day of May, 2 Car. 1. *C. V.* was to have one part in three.

By the second article dated the 27th of October, the 4th year of Car. 1. *C. V.* for 16,800l. was to have his third part and also the King's part conveyed to him and his heirs for ever, under a reserved rent of 485l. The consideration paid by *J. V.* imprimis. 150,000l. The first letters patent to *C. V.* dated the 5th of February, 4 Car. 1. to hold for ever the manor of H. W. the fee-farm rents 485l. The second letters patent to Sir *W. C. R. C.* Sir *C. H. T. B. J. L. T. V.* in trust for *C. V.* and *J. V.* dated the 24th of March, 11 Car. 1. S. C. R. C. M. G. E. and the isle of A. the fee-farm 775l. 17s. per annum. The King covenanted to give his royal assent to an act for confirmation accordingly enacted.

Feoffment to *J. V.* who was a foreigner, and never naturalized, whereby premises became vested in the crown, but concealed therefrom.

Discovery by *C. D.* who may obtain letters patent.

of the ſaid *A. B.* attend and produce the aforeſaid and other proofs which he hath in his hands, cuſtody or power, relating to the aforeſaid premiſes, it is agreed on, concluded and covenanted to, by and between the parties to theſe preſents in manner following; (that is to ſay) That he the ſaid *C. D.* doth hereby covenant, promiſe and oblige himſelf, *&c.* that he the ſaid *C. D.* ſhall and will, as often as required by the ſaid *A. B.* attend at any time and place, and there produce before the ſaid *A. B.* or any other perſon, the above-mentioned deed of feoffment, and all other proofs that are in his hands, cuſtody or power, or which ſhall or may come into his hands, cuſtody or power, touching or relating to the afore-mentioned and herein compriſed premiſes, which the ſaid *J. V.* was intitled unto at the time of his death. Provided always that the ſaid *C. D.* ſhall have twenty-four hours notice thereof, for every forty miles that the ſaid *C. D.* is to go, ride or otherwiſe be conveyed in relation thereto, and his reaſonable travelling charges paid down according to his ability: in conſideration whereof, and for the conſideration before mentioned, the ſaid *A. B.* doth hereby for himſelf, *&c.* covenant, grant and agree, to and with the ſaid *C. D.* that at and before the executing of theſe preſents, there ſhall be paid to the ſaid *C. D.* by the ſaid *A. B.* or his order, the ſum of ——, and that the third part of the premiſes herein before mentioned to be granted to the crown to the ſaid *A. B.* or to any other perſon or perſons for him or them, or to any other patentee or patentees whatſoever, ſhall be by him the ſaid *A. B. &c.* his or their order, direction or procurement, conveyed to the ſaid *C. D.* by him or them, within one month after ſuch patent obtained, to hold to the ſaid *C. D. &c.* for and during the time to be limited, expreſſed, inſerted, mentioned or compriſed in the ſaid letters patent, and to be conveyed to the ſaid *C. D. &c.* at the proper coſts and charges of the ſaid *A. B. &c.* and freed from and of all incumbrances whatſoever; And for ſuch grants from the crown and conveyance from the ſaid *A. B. &c.* the ſaid *A. B.* doth for himſelf, *&c.* farther covenant, grant, promiſe and oblige himſelf, and agree to and with the ſaid *C. D. &c.* that he the ſaid *A. B. &c.* ſhall and will pay or cauſe to be paid unto the ſaid *C. D. &c.* the ſum or annuity of one hundred pounds *per annum* to be paid quarterly on the days of payment uſed for that purpoſe, *(viz.)* the annuity, *&c.* the firſt payment to commence from, *&c.* to be paid on, *&c.* and ſo on ſucceſſively until ſuch conveyance of the premiſes before mentioned is made and executed by, *&c.* to the ſaid *C. D.* And the ſaid *A. B.* for the conſideration before expreſſed doth covenant and agree to and with the ſaid *C. D. &c.* that he the ſaid *C. D.* ſhall be employed in and have the whole management of the ſuing or otherwiſe proſecuting of the ſaid pretended owners of the premiſes before mentioned, for obtaining poſſeſſion of the ſeveral premiſes, *&c.* and for the default of conveying the ſaid third part according to the tenor of theſe preſents to the ſaid *C. D. &c.* that it then ſhall and may be lawful, by virtue hereof, and the contents herein compriſed, for the ſaid *C. D. &c.* to enter into and upon any part of the premiſes herein before mentioned, in the name of the whole, and ſo it to retain without being accountable for the ſame, till the ſaid *A. B. &c.* or any other patentee or patentees ſhall make and execute ſuch deviſe or deviſes, conveyance or conveyances, aſſurance or aſſurances of the ſaid third part of the premiſes, as is before expreſſed unto the ſaid *C. D. &c.* any thing herein contained, or in the laws to the contrary hereof in any wiſe notwithſtanding. In witneſs, *&c.*

Conſiderion of producing proofs.

*C. D.* covenants to produce the ſame.

Notice of attendance therewith.

*A. B.* to pay *C. D.* on executing theſe preſents.

*C. D.* to have ſaid third part of premiſes granted, conveyed to him at coſts of *A. B.*

*A. B.* to pay *C. D.* 100l. per ann. until a conveyance of the third part be executed.

*C. D.* to have the whole management of the ſuing the owner of the premiſes.

*C. D.* to enter into the whole in default of conveyance of a third.

*(Sir O. Bridgeman.)*

## *An Agreement by Indenture of Covenants between Mortgagor and Mortgagee, whereby the Mortgagee covenants to take Money by Inſtalments.*

THIS Indenture made, *&c.* Between *A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part. Whereas the ſaid *A. B.* by indenture bearing date on or about the —— day of —— laſt paſt, did in conſideration of the ſum of three thouſand five hundred pounds lawful money of G. B. demiſe by way of mortgage unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſeveral lands, tenements and hereditaments in E. in the county of B. and divers other lands, tenements and hereditaments therein compriſed, for the term of one thouſand years, conditioned to be void on the payment of the ſaid ſum of three thouſand five hundred pounds and intereſt; and did afterwards borrow of the ſaid *C. D.* the further ſum of two thouſand pounds, and, by indorſement on the ſaid in part recited indenture dated the twenty-third day of February laſt, did declare the ſaid mortgaged premiſes ſhall ſtand and be a ſecurity as well for the ſaid two thouſand pounds and intereſt then lent, as the ſaid three thouſand five hundred pounds and intereſt thentofore lent: And whereas the ſaid *A. B.* having occaſion for a further ſum of money, hath on the day of the date hereof borrowed of the ſaid *C. D.* the ſum of four thouſand five hundred pounds; and for ſecuring the repayment thereof with intereſt hath releaſed the proviſo in the firſt herein in part recited indenture, and ratified and confirmed the premiſes comprized in the ſaid indenture to the ſaid *C. D.* his executors, adminiſtrators and aſſigns: And the ſaid *A. B.* having occaſion for the further ſum of one thouſand pounds, which the ſaid *C. D.* hath lent, advanced and paid to him; and for the ſecuring the repayment thereof with intereſt, the ſaid *A. B.* hath by indenture bearing even date herewith, demiſed by way of mortgage to the ſaid *C. D.* his executors, adminiſtrators and aſſigns, divers other lordſhips, manors, meſſuages, lands, tenements and hereditaments in the county of *D.* for two ſeveral terms of two hundred years, ſo that the whole principal money amounts to the ſum of ten thouſand pounds. Now the ſaid *A. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that although the ſame are ſeveral mortgages, yet all the lordſhips, manors, lands, tenements and hereditaments ſo mortgaged as aforeſaid, and all and every part thereof, ſhall ſtand and be a ſecurity for the ſaid ſum of ten thouſand pounds, and not be redeemed or redeemable until the whole ſum of ten thouſand pounds is fully paid and ſatisfied: Nevertheleſs the ſaid *C. D.* doth hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant and agree to and with the ſaid *A. B.* his heirs, executors, adminiſtrators and aſſigns, That he will not expect to have the ſaid ſum of ten thouſand pounds paid at one and the ſame time, but will take and accept of the ſame by parts or inſtalments, as the ſaid *A. B.* his heirs, executors or adminiſtrators, or aſſigns, ſhall think fit to pay in or diſcharge the ſame, not paying leſs at a time than the ſum of two thouſand pounds, and giving notice from time to time of paying ſuch ſum or ſums of money as he or they ſhall think fit, at leaſt two months before the doing thereof. In witneſs, *&c.*

Recital of ſeveral mortgages.

Mortgagor covenants that none of the mortgages be redeemable till the whole ſum ſecured be paid.

Mortgagee covenants to take money by inſtalments.

*(Wood.)*

*Agreement*

*Agreement for the building of a Houſe.*

**Articles of Agreement**, &c. Between *William Long*, of, &c. of the one part, and *John Pye*, of, &c. Joyner, of the other part, as follows,

FIRST, The ſaid *J. P.* for and in conſideration of a competent ſum of money herein after mentioned, doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *W. L.* his executors, adminiſtrators and aſſigns, by theſe preſents, (that is to ſay,) that he the ſaid *J. P.* his executors, adminiſtrators, workmen, ſervants and aſſigns, or ſome or one of them, ſhall and will at his, their, or ſome or one of their own proper coſts and charges, take down and demoliſh one certain meſſuage or tenement now in the poſſeſſion or occupation of the ſaid *W. L.* ſituate, &c. and in the place and ſtead thereof, at the like and proper coſts and charges of him the ſaid *J. P.* his executors or adminiſtrators, workmen, ſervants, aſſigns, finding all ſtuffs, materials, and workmanſhip, of and belonging to a bricklayer, carpenter, plaiſterer, ſmith, glazier, plumber, joiner, painter, maſon, diggers and clearers work, with good ſtuffs, and materials in good ſubſtantial and workman-like manner, build, erect, ſet up and finiſh one new brick meſſuage or tenement, to contain in the fore front thereof twenty-ſix feet of aſſize, or thereabouts, and in the back front thereof —— feet of aſſize, or thereabouts, and in depth from front to rear thirty-three feet of aſſize, or thereabouts, little more or leſs; and alſo a ſtack of cloſets to adjoin to part of back front of the ſaid houſe, to be nine feet in length, and nine feet in breadth, in manner and form following, (that is to ſay,) ſhall dig and make a vault of brick under that part of the houſe intended for the ſhop, and dig and make two cellars under the two parlours, and ſhall and will build the ſaid houſe and cloſets in height and number of ſtories, thickneſs of wall and ſcantlings of timber following, (that is to ſay) the cellars and vaults to be five feet and a half clear in height, the firſt ſtory above ground to be nine feet and a half clear; the ſcond ſtory to be ten feet clear, and the third or laſt to be ſeven feet and a half clear; the front and rear walls to be two bricks and a half in thickneſs from the foundations thereof to the top of the firſt ſtory, and afterwards two bricks in thickneſs up to the top of the third floor, and then one brick and a half to the plates of the roof, the flank walls to be two bricks in thickneſs from the foundations thereof to the top of the firſt floor, and afterwards one brick and a half in thickneſs up to the plates, and the gable ends to be one brick in thickneſs to the top of the whole building, and ſhall make a brick wall croſs the end of the vault and a cellar of one brick and a half in thickneſs, and the ſpringing wall for the vault next the paſſage, and the fore-cellar of one brick and a half in thickneſs, and turn the arch of the ſaid vault one brick in thickneſs, and ſhall pave the vault and cellars, and paſſage between the fore cellar and the vault, with good, hard, well burnt bricks, and ſhall build and place ſo many chimnies within the ſaid houſe, and cloſets, as are ſet forth and deſcribed in the draught or deſign of the building drawn and agreed upon, and hereunto annexed, and ſhall make ſtreight arches and returns to all the windows and faſias of rubbed and gaged ſtock bricks in the front next the green, and ſhall tyle the ſaid houſe and cloſets with good, ſound, well burnt plain tyles, and will lay the firſt floor of the ſaid houſe and cloſets with good ſound oak timber, the girders to be twelve and eight inches, joyſts ſix and three inches, and not to lie above twelve inches aſunder; the ſecond and third floors to be of good ſound yellow fir timber, the girders to be ten and eight inches, the joyſts to be eight and three inches, and ſhall frame a good ſubſtantial double roof to the ſaid houſe, and a good hipt roof to the cloſets, with good ſtrong ceiling floors to the ſame, the rafters of the ſaid roofs to be of yellow fir, and to be five and three inches, and not to lie above twelve inches aſunder, and to hip the roof of the ſaid houſe on both ſides, and make a middle gutter in the roof of the ſaid houſe, and a handſome mundillion, cornice and gutter in the front, and ſhall make ſaſh-frames for all the windows in the houſe and cloſets, (except the cellars, which are to be two light windows and curbs of oak,) and ſhall make a ſtrong handſome ſtreet door, to be glewed, battined and lined, with a light over the ſame, and ſhall make ſubſtantial doors and caſes to the cellars and vault, and ſhutters of whole deal to the cellar windows, and ſhall board the parlour and drawing-room on the firſt floor with good, ſound, dry, yellow deal, ſtreight joints, and clean without knot or ſap, and board the ſhop and paſſage with good ſound yellow deals, and ſhall make a handſome ſtair-caſe from the firſt floor to the top of the upper floor with rails and balliſters to the ſame; the ſteps of the ſaid ſtairs from the firſt floor to the top of the ſecond floor to be all of clean deals without knot or ſap, and ſhall make a good ſubſtantial pair of cellar ſtairs from the firſt floor down into the cellars, and ſhall make and put up ſubſtantial partitions of ſound fir timber, from the firſt floor to the top of the houſe, to incloſe and divide the ſeveral rooms and ſtair-caſe, and ſhall lay all the rooms and cloſet on the ſecond floor with good, ſound, dry, yellow deals, with ſtreight joints, and ſhall lay the third floor with good yellow deals and folded joints, and ſhall find and provide all luitelling and bond-timber fitting for the ſaid building, and all mantle-trees and taſſils, and ſhall make and put up palliſado rails or pails of fir before the front of the ſaid houſe, every other one of the ſaid pales to be twiſted, and to be ſet on a brick wall to be made by the ſaid *J. P.* one foot above the ground, and make handſome palliſado pales to divide the houſe and garden backwards, and ſhall dig and make a ſearce-pool of brick work in the garden to be ſix feet by five feet, turned with an arch, and make a drain from the houſe to the ſaid ſearce-pool to convey the water into the ſame, and ſhall put up convenient ſhelves and dreſſers in the kitchen, and make a ſink of board and timber, and line the ſame with lead, and make framed doors of deal to the cloſets on each ſide the kitchen chimney, and make a good ſubſtantial back door and caſe next the garden, and a handſome ſhelve over the firſt door, and cover the ſame with lead; and ſhall and will wainſcot the ſtair-caſe with ſquare deal wainſcot, rail-high, from the firſt floor up to the middle of the third floor, an ſhall wainſcot the parlour with deal beadwork, with raiſed pannels, window ſhutters to fall into boxes and not to hang into the rooms, the drawing-room to be wainſcotted with ſquare deal-work, and ſhutters to fall into boxes, and ſhall make handſome framed doors next the entry, anſwerable to the wainſcot of the rooms, and make a handſome double arch in the paſſage, and ſhall make handſome ſhutters of whole deal for the ſhop, kitchen and cloſet windows, and ſhall wainſcot all the four rooms on the ſecond floor with ſquare deal-work, and make the ſhutters to fall into boxes as aforeſaid, and ſhall make ſeats in the windows to all the wainſcotted rooms in the houſe, the ſtool-boards to be of right wainſcot, and make and

The ſize of the houſe, vault, cellars, ſtories, walls.

Paving cellars, chimneys, &c. windows, floors, roof.

Cornice and gutter.
Saſh frames.

Doors.

Floors.

Stair-caſe,

Partitions.

Floors.

Find timber.

Palliſadoes and pales.
Searce-pool.
Drain.
Dreſſers, &c. in the kitchen.
Door.

Stair-caſe wainſcot, &c.

and put up ſingle cornice with a faſia, and ſkirting-board round the rooms of the upper ſtory, and make framed doors and window ſhuts, and ſeats in all the ſaid rooms and cloſets on the ſaid upper floor, and make a trap-door with a ladder to it from the upper ſtory into the roof, and make and put up a mantle-piece of deal to each chimney in the ſaid upper ſtory, and make and put up ſaſh windows with weights, lines and pullies to all the windows in the ſaid houſe and cloſets (except the cellars) and ſhall and will lath and plaiſter all the cielings and partitions, and render all the walls in the ſaid houſe and cloſets where no wainſcot is to be, and ſhall find, provide and fix iron bars to the cellar windows, and one caſement to the fore-cellar; and ſhall find and provide iron bars, faſtnings and hinges to all the window-ſhutters on the firſt and ſecond floors, and all hinges for doors, and ſhall put on two good ſubſtantial locks and bolts to the two outward doors, and put on ſmooth bright filed hinges to the two parlour doors, and ſhall and will glaze the cellar windows with good quarry-glaſs in lead, and all the ſaſh-windows with the beſt crown glaſs, and ſhall and will make and lay all the gutters of the ſaid houſe with lead of ſeven pounds to the foot, and lay the hips of the roofs next the front with lead, and make convenient and ſubſtantial pipes of lead to bring the water from the top of the houſe into ſuch a proper place as ſhall be thought fit; and ſhall and will paint all the inſide wainſcot, doors, ſhutters, rails and balliſters on the ſtairs of a good wainſcot colour, or any other proper colour as ſhall be required, three times over in oil, and ſhall paint all the out-ſide ſaſh-windows, ſaſh-frames, cornices, doors and pails three times over in oil; and alſo ſhall and will pave the kitchen with good purbeck ſtone, and make and ſet ſo many ſteps of ſtone at the fore door and back door as ſhall be convenient, and ſhall put up a white marble mantle-piece, and lay a ſlab of the like ſtone of fourteen inches in breadth, with fireſtone hearth and coverings in the parlour chimney, and ſhall lay a marble ſlab of fourteen inches in breadth and a fireſtone hearth, and put a handſome moulding of Portland ſtone round the front of the ſtove chimney in the drawing-room, and ſhall lay two ſlabs of marble fourteen inches broad each, and fireſtone hearths in the chimnies of the two front rooms of the ſecond floor, and lay Portland ſlabs of fourteen inches broad, and hearths of fireſtone in the back rooms on the ſaid floor, and ſhall lay the foot paces of the chimnies in the upper ſtory with Portland ſlab of fourteen inches broad, and the hearths with ten-inch tyles, and ſhall and will clear and carry away all the rubbiſh which ſhall be made or occaſioned, as well by the pulling down the old building, as alſo by the erecting of the new; **And further** that he the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſhall and will at his, their, or ſome of their own proper coſts and charges, build, erect, ſet up and finiſh a waſh-houſe at the lower end of the yard, to contain in front ſixteen feet, and in depth twelve feet of aſſize or thereabouts, more or leſs, and the extent of the ground without the garden behind the brick walls eight feet high in the front, and a chimney within the ſaid waſhhouſe, and pave the floor with good ſound hard bricks, and put up a ſink in the ſaid waſhhouſe, and make a drain from the ſink to the ſearce-pool, and ſhall lath and plaiſter the cieling of the ſaid waſh houſe, and render the walls thereof, and make a ſhedded roof, and tyle the ſame with pantyles, and make and put in a door and caſe to the ſame and convenient windows, and make and complete a houſe-of-office adjoining to the ſaid waſhouſe, and ſhall and will finiſh and complete the ſaid houſe, cloſets and waſhhouſe in all things of and belonging to bricklayer, carpenter, plaiſterer, ſmith, glazier, plumber, joiner, painter, maſon, digger and clearers work, with good ſtuffs and materials, in good ſubſtantial and workman-like manner, (whether herein mentioned or omitted, and not rightly mentioned) on or before, *&c.* **In Conſideration** of which ſaid work, ſtuff and materials ſo to be made, provided, done and finiſhed as aforeſaid, he the ſaid *W. L.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *J. P.* his executors and adminiſtrators, and to and with every of them by theſe preſents; (that is to ſay) that he the ſaid *W. L.* his executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. P.* his executors, adminiſtrators or aſſigns, the full and juſt ſum of three hundred and fifty pounds of lawful money of England in manner and form following; (that is to ſay) one hundred pounds, part thereof, at the laying on of the firſt floor; one hundred pounds more, part thereof, when the ſaid houſe and cloſets are tyled therein; and one hundred and fifty pounds more, being the reſt and reſidue thereof, when all the ſaid building ſhall be fully finiſhed and completed in all things, according to the true intent and meaning of theſe preſents. **And laſtly**, it is hereby concluded and agreed, that the ſaid *J. P.* his executors, adminiſtrators and aſſigns, ſhall have all the old materials whatſoever, now ſtanding and being upon the premiſes, whereon the new ſaid building is to be erected, to do and diſpoſe of at his or their own free wills and pleaſures, and that he or they lawfully may uſe and employ ſuch of the ſaid old materials in the ſaid new building, as are or ſhall be fitting to be uſed. **In witneſs**, *&c.*

Windows. Ceilings. Glaſs, gutters, pipes, painting, paving, chimney-pieces, *&c.* Rubbiſh. To build a waſhhouſe. How the money for the ſame is to be paid. Old materials.

*(Newnam.)*

*Agreement to pay a proportionable Share of the Coſts of an Ejectment, according to the Value of each Tenant's Land.*

**Articles of Agreement Tripartite**, indented, had, made, *&c.* **Between** *Edward Cull*, of, *&c.* Eſquire, of the firſt part, *William Nay*, of, *&c.* Gentleman of the ſecond part, and *Anne Brown* of, *&c.* widow, and *John Brown* of, *&c.* of the third part, as follows.

**Whereas** an action of treſpaſs and ejectment is now depending in his Majeſty's Court of C. P. at Weſtminſter, between *F. B.* Eſquire, plaintiff, and the ſaid *E. C.* defendant, for the manors of *R. W.* &c. with the appurtenances, and ten meſſuages, *&c.* **And whereas** the ſaid manors, and part of other the ſaid meſſuages, lands and premiſes of the yearly value of one hundred and forty pounds are the poſſeſſions or inheritance of the ſaid *E. C.* and other part of the ſaid meſſuages, lands and premiſes, of the yearly value of two hundred pounds, are the poſſeſſions or inheritance of the ſaid *W. N.* and the reſidue of the ſaid meſſuages, lands and premiſes of the yearly value of ſeventy-two pounds are the poſſeſſions or inheritance of the ſaid *A. B. J. B.* or one of them. **And whereas** the ſaid *E. C.* at the ſpecial inſtance and requeſt of the ſaid *W. N. A. B.* and *J. B.* was by a rule of his Majeſty's ſaid Court of C. P. at Weſtminſter admitted defendant in the ſaid action, in order to defend not only his own title, but alſo

Action of treſpaſs and ejectment recited. Rule of court

the title of them the ſaid *W. N. A. B.* and *J. B.* to the ſaid manors, meſſuages, lands and premiſes: **And whereas** the ſaid action came to trial in his Majeſty's ſaid Court of C. P. at Weſtminſter in Eaſter term in the —— year of his now Majeſty's reign, and a ſpecial verdict was found therein by the jurors impanelled to try the ſame: **Now it is hereby covenanted,** granted, concluded and agreed upon by the ſaid *W. N.* for himſelf, his heirs, executors and adminiſtrators reſpectively, and or and in reſpect of his and their ſeveral intereſts, and by the ſaid *A. B.* and *J. B.* for themſelves, their, *&c.* reſpectively, for and in reſpect of their ſaid intereſts, to and with the ſaid *E. C.* his executors and adminiſtrators, that if judgment ſhall be given for the plaintiff in the ſaid action for the recovery of all or any part of the ſaid manors, meſſuages, lands and premiſes, which are the poſſeſſions or inheritance of the ſaid *E. C.* together with any of the ſaid meſſuages, lands and premiſes, which are the poſſeſſions or inheritance of the ſaid *W. N.* and together with all or any part of the ſaid meſſuages, lands and premiſes, which are the poſſeſſions or inheritance of the ſaid *A. B.* and *J. B.* or one of them; that then they the ſaid *W. N. A. B.* and *J. B.* their heirs or aſſigns, ſhall well and truly pay or cauſe to be paid to the ſaid *E. P.* his executors, adminiſtrators or aſſigns, their full ſhare and proportion, according to the yearly valuations above mentioned, of all full damages and coſts as ſhall be aſſeſſed or recovered upon him the ſaid *E. C.* as defendant in the ſaid action. **And the ſaid** *W. N. A. B.* and *J. B.* do by theſe preſents ſeverally, and not jointly, for themſelves, their heirs, *&c.* covenant and grant to and with the ſaid *E. C.* his heirs, *&c.* that in caſe judgment ſhall be given for the plaintiff in the ſaid action for the recovery of all or any part of the ſaid meſſuages, lands or premiſes, which are the poſſeſſions or inheritance of the ſaid *W. N.* and of all or any part of the ſaid meſſuages, lands, premiſes, which are the poſſeſſions or inheritance of the ſaid *A. B.* and *J. B.* or one of them, and not for all or any part of the ſaid manors, lands and premiſes, which are the poſſeſſions or inheritance of the ſaid *E. C.* that then they the ſaid *W. N. A. B.* and *J. B.* their heirs or aſſigns, ſhall and will proportionably, according to the ſeveral valuation of their eſtates as aboveſaid, well and truly pay or cauſe to be paid unto the ſaid *E. C.* his, *&c.* all ſuch coſts and damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his, *&c.* in the ſaid action. **And the ſaid** *W. N.* doth by theſe preſents, for himſelf, his heirs, *&c.* covenant and grant to and with the ſaid *E. C.* his heirs, *&c.* that in caſe judgment ſhould be given for the plaintiff in the ſaid action for the recovery of all or any part of the ſaid meſſuages, lands or premiſes, which are the poſſeſſions or inheritance of the ſaid *W. N.* and not for all or any part of the ſaid manors, meſſuages, lands and premiſes, which are the poſſeſſions or inheritance of the ſaid *E. C. A. B.* and *J. B.* or any of them, that then the ſaid *W. N.* his heirs or aſſigns, ſhall and will well or truly pay or cauſe to be paid unto the ſaid *E. C.* his heirs, executors or adminiſtrators, all ſuch coſts and damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his heirs, executors or adminiſtrators, in the ſaid action. **And the ſaid** *A. B.* and *J. B.* do by theſe preſents for themſelves and either of them, their and either of their heirs, *&c.* ſeverally covenant and grant to and with the ſaid *E. C.* his heirs, *&c.* that in caſe judgment ſhall be given for the plaintiff in the ſaid action for the recovery of all or any part of the ſaid meſſuages, lands or premiſes, which are the poſſeſſions or inheritance of the ſaid *A. B.* and *J. B.* or either of them, and not for all or any part of the ſaid manors, meſſuages, lands or premiſes, which are the poſſeſſions or inheritance of the ſaid *E. C.* or *W. N.* or either of them, that then they the ſaid *A. B.* and *J. B.* their heirs or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. C.* his heirs, executors or adminiſtrators, all ſuch coſts and damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his heirs, executors or adminiſtrators in the ſaid action. **In witneſs,** &c.

Covenants.

if judgment ſhall be given for plaintiff

to pay coſts in proportion to reſpective rents.

Further covenants.

Further covenants.

Further covenants.

*(Jones.)*

*An Agreement between a Father and his Inteſtate Son's Widow, (where the Father had entered a Caveat to prevent her Adminiſtration) whereby the Father is to have his Son's Clothes and Money, if the Widow be not brought to Bed within a limited Time.*

**Articles,** *&c.* **Between** *E. D.* of, *&c.* of the firſt part, *M. D.* of, *&c.* (widow and relict of her late huſband, *R. D.* late of, *&c.* victualler, deceaſed) of the ſecond part, and *J. L.* of, *&c.* of the third part.

R. D. died inteſtate.

Diſputes about adminiſtration.

Caveat.

Agreement to end diſputes.

The inteſtate's father to have his clothes and money, if the widow be not with child.

**WHEREAS** the ſaid *R. D.* lately died inteſtate, poſſeſſed of a conſiderable perſonal eſtate: **And whereas** ſome diſputes have aroſe touching the granting adminiſtration thereof to the ſaid *M. D.* his wife; and he the ſaid *E. D.* (father of the ſaid *R. D.* deceaſed) to prevent the ſame being granted to the ſaid *M.* **Hath** cauſed a caveat to be entered in the prerogative court of Canterbury againſt her for that purpoſe; **And whereas** to prevent all future diſputes, ſuits and controverſies touching the ſame, **It has been and is agreed** between the ſaid *D. D.* and *M. D.* as follows, *viz.* That ſhe the ſaid *M. D.* ſhall now deliver to the ſaid *E. D.* **All** the wearing apparel whatſoever of her ſaid late huſband, and alſo pay to him the ſaid *E. D.* the ſum of ten pounds, and alſo the further ſum of forty pounds, in caſe ſhe the ſaid *M.* be not now with child, and delivered of ſuch child in ſuch manner as herein after is for that purpoſe mentioned: **In conſideration** whereof he the ſaid *E. D.* hath agreed to withdraw the ſaid caveat, and to releaſe his right of intereſt of, in and to the eſtate late of him the ſaid *R. D.* in ſuch manner as herein after is mentioned: **And whereas** the ſaid ſum of forty pounds hath by the order of the ſaid *M. D.* been depoſited and paid into the hands of the ſaid *J. L.* upon the contingency, and in truſt to be by him paid in ſuch manner as herein after is likewiſe mentioned: **And whereas** ſhe the ſaid *M. D.* in purſuance of her ſaid agreement, **Hath,** before the executing hereof paid to him the ſaid *E. D.* the ſaid ſum of ten pounds, and alſo delivered to him all the wearing apparel of her ſaid late huſband; **And** he the ſaid *E. D.* in purſuance of his ſaid agreement, **Hath,** before the executing hereof, withrawn the ſaid caveat ſo entered as aforeſaid: **Now theſe Preſents witneſs,** and the ſaid *E. D.* in purſuance of his ſaid agreement, and in conſideration of the ſaid ſum of ten pounds, ſo to him now paid by the ſaid *M. D.* and alſo that all the ſaid wearing apparel late of him the ſaid *R. D.* hath been by her the ſaid *M. D.* delivered to him as aforeſaid, the receipt of which ſaid ten pounds, and the delivery of ſuch wearing apparel as aforeſaid, he the ſaid *E. D.* **Doth** hereby acknowledge, and alſo in conſideration of the ſaid ſum of forty pounds ſo depoſited as aforeſaid, to be paid to him upon the contingency herein after mentioned, he the ſaid *E. D.* **Hath,** and by theſe preſents **Doth** abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *M. D.* her heirs, executors and

Conſideration.

Releaſe of actions.

and adminiſtrators, all and all manner of action or actions, ſuits, claims and demands whatſoever, both in law and equity, or otherwiſe howſoever, which he the ſaid *E. D.* now hath, can, ſhall or may have, claim, challenge or demand, againſt her the ſaid *M. D.* her executors or adminiſtrators, touching or concerning all or any part or parts of the goods, chattels, debts, and all other the perſonal eſtate whatſoever late of him the ſaid *R. D.* and of and from all other claims and demands whatſoever touching the ſame, from the beginning of the world to the day of the date hereof. **And theſe Preſents further witneſs,** and it is hereby mutually covenanted, agreed and declared, by and between all the parties hereto, for themſelves, and for their reſpective executors and adminiſtrators, and the true intent and meaning of them and of theſe preſents is, that the ſaid ſum of forty pounds ſo depoſited and paid into the hands of the ſaid *J. L.* as aforeſaid, was and is ſo depoſited upon the truſts, and to be by him paid in manner as follows, *viz.* In caſe it ſhall appear, or that ſhe the ſaid *M. D.* at any time before the day of —— now next, ſhall declare to him the ſaid *J. L.* (ſuch declaration to be in writing under her hand) that ſhe the ſame *M.* is not quick or with child, or if and in caſe ſhe the ſaid *M.* be now with child, and ſuch child ſhall not be born alive and chriſtened before the —— day of —— now next enſuing, that then in either of the caſes aforeſaid, he the ſaid *J. L.* his executors or adminiſtrators, ſhall then forthwith pay the ſaid ſum of forty pounds to the ſaid *E. D.* his executors, adminiſtrators or aſſigns; and upon this further truſt, that if and in caſe ſhe the ſaid *M. D.* be now with child, and ſuch child ſhall be born alive of her body and chriſtened before the ſaid —— day of —— now next, then and in ſuch caſe he the ſaid *J. L.* his executors or adminiſtrators, immediately after ſuch child ſo born and chriſtened, ſhall pay to the ſaid *M. D.* her executors or adminiſtrators, the ſaid ſum of forty pounds **Provided nevertheleſs,** and ſo as ſuch child be born and chriſtened in the preſence of *M. L.* (wife of the ſaid *J. L.*) *M. R.* (wife of *R. R.* of C. Gent.) and *M. R.* (wife of *J. R.*) ſome or one of them, in caſe then living, and to and for no other truſt, uſe, intent or purpoſe whatſoever. **And laſtly,** it is hereby further agreed and declared by and between the ſaid parties, **And** they the ſaid *E. D.* and *M. D.* **Do,** and each of them **Doth** hereby reſpectively direct and appoint the ſaid *J. L.* his executors and adminiſtrators, to pay the ſaid ſum of forty pounds purſuant and according to the reſpective truſts as aforeſaid touching the ſame; and that the receipt of him or her the ſaid *E. D.* or *M. D.* ſo intitled to receive the ſame by virtue of the truſt aforeſaid, ſhall be a good and ſufficient diſcharge in law to him the ſaid *J. L.* his executors and adminiſtrators for the ſame; and that then this preſent writing ſhall be delivered up to the ſaid *M. D.* **In witneſs,** *&c.*

Covenants.

Proviſo.

*(Wood.)*

*An Agreement on a Purchaſe to veſt Part of the Purchaſe-Money of Lands in South-Sea Annuities to indemnify the Purchaſer under a Will, until one of the Legatees (who refuſed) ſhould join in the Conveyance, or the Will ſhould be proved in Chancery,* &c.

**THIS Indenture of four Parts,** made the tenth day of September, in the eighteenth year of the reign, *&c.* and in the year of our Lord 1778, **Between** *Ferdinando Folk* of London, Eſquire, and *Hannah Folk* his wife of the firſt part, *Blanch Bitton* of, *&c.* widow, and *Celia Rolls* of, *&c.* ſpinſter, (two of the ſix ſiſters and coheirs of Sir *Dennis Rolls* late of, *&c.* Baronet, deceaſed) and *Edgar Edwards* of, *&c.* Eſquire, of the ſecond part, *Jane Kent* (wife of *John Kent* of, *&c.* Eſquire) and one other of the ſiſters and coheirs of the ſaid *Dennis Rolls*, of the third part, and Sir *Gregory Granger* of, *&c.* Baronet, and *Leonard Lemm* of, *&c.* Eſquire, of the fourth part. **Whereas** the ſaid Sir *Dennis Rolls* in and by his laſt will and teſtament in writing by him duly publiſhed, dated on or about the ſixth day of April, which was in the year of our Lord 1772, did (among other things) give and bequeath all and every the freehold, manors, rectories. meſſuages, lands and hereditaments herein after mentioned, together with divers other lands and hereditaments unto the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, their heirs and aſſigns, **in truſt** to ſell the ſame and to divide the money ariſing therefrom into ſix equal parts, which he thereby gave and diſpoſed of in manner following; that is to ſay, one ſixth part thereof unto the ſaid *Blanch Bitton*, one other ſixth part thereof unto the ſaid *Celia Rolls*, and the four other ſixth parts thereof unto the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, in truſt and for the ſole and ſeparate uſe, benefit and diſpoſal of his four other ſiſters *Catharine Dent*, wife of *David Dent*, Eſquire, *Elizabeth Fount*, wife of *Francis Fount*, Eſquire, *Grace Hunt*, wife of *Henry Hunt*, Eſquire, and the ſaid *Jane Kent*, wife of the ſaid *John Kent*, in equal proportions, in manner in his ſaid will in that behalf expreſſed and directed, and of his ſaid will made the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* executors, who have ſince duly proved the ſame in common form, and taken on themſelves the burden of the execution thereof; as by the ſaid in part recited will, and the probate thereof under the ſeal of the prerogative court of Canterbury, relation being thereunto had, may more fully appear. **And whereas** the ſaid *Hannah Folk*, with the privity, conſent and approbation of the ſaid *Ferdinando Folk*, lately contracted and agreed with the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, with the conſent and approbation of the ſaid other ſiſters and coheirs of the ſaid Sir *Dennis Rolls* and their huſbands, for the abſolute purchaſe of the manors of Itton and Kennon, with their appurtenances, in the county of Rutland, and of all other the manors and freehold, rectories, meſſuages, lands, tenements, tithes, rents and hereditaments whatſoever of the late Sir *Dennis Rolls*, in or near Itton, Lens and Marran, or any of them in the ſame county, with their appurtenances, (but ſubject to the dower of dame *Olivia Rolls*, widow, of and in divers parts and parcels of the ſame premiſes) **And alſo** for the abſolute purchaſe of divers copyhold meſſuages, lands and hereditaments late of the ſaid Sir *Dennis Rolls*, held of the manors of Quinton and Panto in the ſaid county of Rutland, (and to which the ſaid ſix ſiſters and coheirs of the ſaid Sir *Dennis Rolls* were ſoon after his deceaſe admitted to them and their heirs according to the cuſtom of the ſame manors) with their appurtenances, for the ſum or price of twenty thouſand pounds of lawful money of Great Britain, to be paid by her the ſaid *Hannah Folk* by and out of her own ſeparate monies and eſtate, with intent that the ſaid purchaſed premiſes ſhould be reſpectively conveyed, ſurrendered and aſſured unto and to the uſe of the truſtees of her the ſaid *Hannah Folk* herein after named, their heirs and aſſigns, in truſt for her ſole ſeparate uſe and benefit, and to be at her ſole and ſeparate diſpoſe in manner herein after referred to. **And whereas** by indentures of leaſe and releaſe, and bargain and ſale inrolled, or intended to be inrolled in the High Court of Chancery, bearing date reſpectively the twelfth and thirteenth days

A will recited whereby lands, *&c.* are deviſed to truſtees to ſell and divide the money among ſix legatees,

which is proved in the ſpiritual court.

Agreement for the abſolute purchaſe (by a wife, with her ſeparate money, by conſent of her huſband) recited,

comprizing copyholds,

And a conveyance of the premiſes by leaſe,

releaſe and fine (in purſuance of the agreement) recited,

days of Auguſt now laſt paſt, the releaſe and bargain and ſale being quadrupartite, and made or mentioned to be made between the ſaid *Blanch Bitton*, *Celia Rolls*, and *Edgar Edwards*, of the firſt part, the ſaid *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, *Henry Hunt* and *Grace* his wife and *John Kent* and *Jane* his wife, (as they are therein ſeverally named and deſcribed) of the ſecond part, the ſaid *Ferdinando Folk* and the ſaid *Hannah Folk* his wife of the third part, and the ſaid Sir *Gregory Granger* and *John Irons* of, *&c.* Eſquire, of the fourth part, and fine in the ſame releaſe covenanted and agreed to be levied by the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, *Henry Hunt* and *Grace* his wife, and *John Kent* and *Jane* his wife, unto the

by which the premiſes

ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, or the ſurvivors or ſurvivor of them, unto the heirs of one of them, in purſuance of the ſaid recited agreement, and in conſideration of the ſaid ſum of twenty thouſand pounds (part of the ſeparate monies and eſtate of the ſaid *Hannah Folk*) in the ſaid indentures of releaſe and bargain and ſale mentioned to be paid to the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, by her the ſaid *Hannah Folk* at or before the execution of the ſame indentures, as well with the conſent and approbation of the ſaid *Ferdinando Folk*, as at the requeſt and by the direction and with the privity, conſent and agreement of the ſaid *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, *Henry Hunt* and *Grace* his wife, and *John Kent* and *Jane* his wife, to be by them the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* paid, applied and diſpoſed of according to the

are conveyed to truſtees for the feme covert.

directions of the ſaid in part recited will in that behalf, and for other the conſiderations in the ſame indentures expreſſed, all the ſaid purchaſed freehold manors, rectories, meſſuages, lands, tenements, tithes, rents and hereditaments, are and were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger*, and *John Irons*, their heirs and aſſigns, **In truſt** and for the ſole and ſeparate uſe and benefit, and to be at the ſole and ſeparate diſpoſe of the ſaid *Hannah Folk*, in manner in the ſame indentures of releaſe and bargain and ſale in that behaf expreſſed, and upon other the truſts therein mentioned; and for the conſiderations aforeſaid, and in further

A covenant in the deed of releaſe, to ſurrender the copyholds, *&c.* recited.

purſuance of the ſaid recited agreement, the ſaid *Blanch Bitton*, *Celia Rolls*, *David Dent*, *Francis Fount*, *Henry Hunt*, and *John Kent*, did in and by the ſaid indenture of releaſe covenant and agree, or are therein mentioned to covenant and agree to and with the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their heirs and aſſigns, that they the ſaid *Blanch Bitton*, *Celia Rolls*, *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, *Henry Hunt* and *Grace* his wife, and *John Kent* and *Jane* his wife, reſpectively ſhould and would at the coſts and charges of the ſaid *Hannah Folk*, or her heirs, ſurrender the ſaid purchaſed copyhold meſſuages, lands and hereditaments, with their appurtenances, to the uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger*, and *John Irons*, their heirs and aſſigns, according to the cuſtom of the ſaid ſeveral manors whereof the ſame are reſpectively held, **upon** the like truſts nevertheleſs for the ſole and ſeparate uſe and benefit, and to be at the ſole and ſeparate diſpoſe of the ſaid *Hannah Folk*, and upon other the like truſts in all reſpects as were therein before expreſſed and declared of and

And that all the legatees and their truſtees have executed thoſe deeds, levied the fine, and ſurrendered the copyholds, one huſband and wife, excepted, her huſband refuſing, *&c.*

concerning the aforeſaid freehold premiſes, or as near thereto as might be; as by the ſaid recited indentures, relation being thereunto reſpectively had, may more fully appear. **And whereas** the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, and *Henry Hunt* and *Grace* his wife, have all of them duly ſealed and executed the ſaid ſeveral recited indentures, and have alſo duly acknowledged the ſaid fine ſo covenanted to be levied as aforeſaid; and all of them the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his wife, *Francis Fount* and *Elizabeth* his wife, and *Henry Hunt* and *Grace* his wife, have likewiſe joined in ſurrendering the ſaid copyhold meſſuages, lands, and hereditaments, to the uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their heirs and aſſigns, upon the truſts in the ſaid indenture of releaſe in that behalf agreed upon: but the ſaid *John Kent* and *Jane* his wife, or either of them, have not, nor hath hitherto ſealed and executed the ſaid recited indentures, or acknowledged the aforeſaid fine, or ſurrendered or joined in ſurrendering the ſaid copyhold premiſes, to the uſe of the ſaid truſtees of the ſaid *Hannah Folk*, upon the truſt aforeſaid; but the ſaid *John Kent*, and by his order the ſaid *Jane* his wife, have hitherto refuſed to ſeal and execute the ſaid indentures, or to acknowledge the ſaid fine, or to ſurrender or

Agreement (to which ſhe is a party) recited, that one ſixth part of the purchaſe-money ſhould be laid out in South-ſea annuities in truſt, *&c.*

join in ſurrendering the ſaid copyhold premiſes: **And therefore** at the deſire and requeſt of the ſaid *Jane Kent*, (teſtified by her being a party, and her ſigning and ſealing of theſe preſents) **It was agreed** by and between all the ſaid parties hereto, upon ſuch refuſal of the ſaid *John Kent* as aforeſaid, that ſhe the ſaid *Hannah Folk* ſhould only pay down the ſaid *Blanch Bitton*, *Celia Rolls*, and *Edgar Edwards*, the ſum of twenty thouſand pounds (in part of the ſaid twenty-four thouſand pounds purchaſe-money) which ſhe only paid accordingly on the execution of the ſaid indentures, and that the ſum of four thouſand pounds reſidue of the ſaid twenty thouſand pounds, being the ſixth part, ſhare, and proportion of the ſaid *Jane Kent* of and in the ſaid twenty thouſand pounds purchaſe-money, ſhall be laid out in the purchaſe of annuities, to be transferred and taken in the joint names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, **upon the Truſts**, and for the purpoſes, and ſubject to the agreements

and that the ſame has been laid out accordingly.

herein after expreſſed and declared of and concerning the ſame. **And whereas** in purſuance of the ſaid recited agreement, and at the deſire and requeſt of the ſaid *Jane Kent*, the ſaid *Blanch Bitton* and *Edgar Edwards*, have purchaſed or procured to be purchaſed three thouſand eight hundred pounds South-ſea annuites, with and for the ſaid ſum of four thouſand pounds, which is to be paid by the ſaid *Hannah Folk*, in full of the ſaid twenty thouſand pounds purchaſe-money; and the ſaid three thouſand eight hundred pounds South-ſea annuities are transferred, or are intended to be forthwith transferred in the transfer-books of the South-ſea company kept for that purpoſe, in the joint names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards*, and *Leonard Lemm*, upon the truſts, and for the purpoſes, and under and

The agreement that they ſhall ſtand as a collateral ſecurity to the feme covert purchaſor againſt the baron and feme who have not joined, *&c.*

ſubject to the agreements herein after expreſſed and declared of and concerning the ſame. **Now therefore this indenture witneſſeth**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, that the ſaid three thouſand eight hundred pounds South-ſea annuities ſo purchaſed and transferred, or intended to be transferred in the joint names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm* as aforeſaid, are ſo transferred, or to be transferred, upon the truſts and for the purpoſes herein after mentioned and declared of and concerning the ſame; that is to ſay, in the firſt place in truſt for and as a collateral ſecurity to the ſaid *Hannah Folk*, her heirs, executors, adminiſtrators, and aſſigns, againſt the ſaid *John Kent*, and *Jane* his wife, and each of them, their and each of their heirs, executors, and adminiſtrators, and all and every perſon and perſons whatſoever having or lawfully claiming, or who

ſhall

ſhall or may have or lawfully claim any eſtate, right, title, truſt or intereſt at law or in equity, of, in, to or out of the ſaid purchaſed freehold and copyhold manors, meſſuages, lands, hereditaments and premiſes, or any part thereof, from, by or under, or in truſt for them, or either or any of them. **And therefore** it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, (the ſaid truſtees for the ſaid annuities) their executors, adminiſtrators and aſſigns, in the firſt place by ſale of the ſaid three thouſand eight hundred pounds South-ſea annuities, or a competent part thereof, to raiſe ſo much good and lawful money of Great Britain as ſhall be ſufficient and neceſſary from time to time to reimburſe, pay and ſatisfy unto the ſaid *Hannah Folk*, her heirs, executors, adminiſtrators and aſſigns,, and her ſaid truſtees, their heirs and aſſigns, all ſuch ſum and ſums of money, loſs, coſts, charges, damages and expences whatſoever as ſhe, they or any of them ſhall or may pay, ſuſtain, ſuffer, expend or be put unto at law or in equity, or otherwiſe howſoever, for or by reaſon or on account of the ſaid *John Kent*, and *Jane* his wife, not having ſealed and executed the aforeſaid indentures, or their not having acknowledged the aforeſaid fine, or their not having joined in the aforeſaid ſurrender, or otherwiſe howſoever, for or by reaſon or on account of any defect in the title to the part or ſhare of the ſaid *Jane Kent*, of, in and to the ſaid freehold and copyhold premiſes, or any part thereof, by reaſon of ſuch refuſal of ſaid *John Kent* and *Jane* his wife as aforeſaid, and ſhall and do pay and apply the ſaid monies when ſo raiſed accordingly. **And upon this further truſt**, that they the ſaid truſtees for the ſaid South-ſea annuities, their executors, adminiſtrators and aſſigns, ſhall and do pay the yearly dividends and intereſt of the ſaid annuities, as the ſame ſhall ariſe and be received, unto the ſaid *Jane Kent*, her executors, adminiſtrators or aſſigns, or permit and ſuffer, or authoriſe and impower her or them to receive the ſame, to and for her and their own uſe and benefit, for ſo long time as the ſaid *Hannah Folk*, her heirs and aſſigns, or her ſaid truſtees, ſhall peaceably and quietly have, hold and enjoy the ſaid purchaſed freehold and copyhold premiſes, and every part thereof, and ſhall be permitted to receive and take the rents and profits thereof, and of every part thereof, without the lett, ſuit, trouble, eviction or interruption of the ſaid *John Kent* and *Jane* his wife, or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, or of any other perſon or perſons whomſoever claiming or to claim from, by or under or in truſt for them, or either or any of them: **And upon this further truſt**, that when and ſo ſoon as the ſaid *John Kent* and *Jane* his wife, or the ſaid *Jane Kent* alone (in caſe ſhe ſurvive the ſaid *John Kent* her now huſband) ſhall have duly ſealed and executed the ſaid ſeveral recited indentures, and acknowledged the aforeſaid fine of the ſaid freehold premiſes, and ſhall have ſurrendered, or joined in ſurrendering the part and ſhare of the ſaid *John Kent* of and in the ſaid copyhold premiſes in manner aforeſaid, or that the ſaid *John Kent* and *Jane* his wife, or (after the deceaſe of the ſurvivor of them) the heirs of her the ſaid *Jane*, ſhall to the ſatisfaction of the ſaid *Hannah Folk* and her ſaid truſtees, their heirs or aſſigns, or her or their counſel learned in the law, legally and effectually convey, ſurrender and aſſure all the part, ſhare, eſtate, right, title, truſt and intereſt of them the ſaid *John Kent* and *Jane* his wife, and of each and either of them the ſaid *John Kent* and *Jane* his wife, and of her heirs, of and in all and every the ſaid purchaſed freehold and copyhold premiſes, manors, meſſuages, lands, hereditaments and premiſes, with their appurtenances, unto and to the uſe of the ſaid truſtees of the ſaid *Hannah Folk*, their heirs and aſſigns, in truſt for her ſole and ſeparate uſe and benefit, and to be at her ſole and ſeparate diſpoſe, according to the purport, true intent and meaning of the ſaid recited indenture of releaſe; **Then** they the ſaid truſtees for the ſaid South-ſea annuities, their executors, adminiſtrators or aſſigns, ſhall upon the requeſt and at the coſts and charges of the ſaid truſtees and executors of the ſaid *Dennis Rolls* transfer, or cauſe to be tranferred the ſaid three thouſand eight hundred pounds South-ſea annuities, or ſo much thereof as ſhall be then remaining unſold and undiſpoſed of, for the purpoſes aforeſaid, unto the ſaid truſtees and executors of the ſaid Sir *Dennis Rolls*, or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, in truſt for her the ſaid *Jane Kent*, or unto ſuch perſon or perſons as ſhe ſhall in that behalf by writing under her hand direct or appoint. **Provided always nevertheleſs**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe and when and ſo ſoon as the ſaid truſtees and executors of the ſaid Sir *Dennis Rolls* ſhall at their own coſts and charges cauſe and procure the ſaid laſt will and teſtament to be duly proved in the High Court of Chancery, in order to perpetuate the teſtimony of the witneſſes thereto, and ſhall cauſe the depoſitions of ſuch witneſſes to be duly filed and inrolled in the ſaid court, and ſhall deliver an office copy of ſuch probate and depoſitions, and of the bill and anſwer previous thereto, unto the ſaid *Hannah Folk*, her heirs or aſſigns, or to her ſaid truſtees, or any of them, then and in ſuch caſe the ſaid truſtees for the ſaid South-ſea annuities, their executors, adminiſtrators or aſſigns, ſhall upon the like requeſt, and at the like coſts and charges of the ſaid truſtees and executors of the ſaid Sir *Dennis Rolls* transfer, or cauſe to be transferred all the then remainder of the ſaid three thouſand eight hundred pounds South-ſea annuities, not ſold or diſpoſed of for the purpoſes aforeſaid, unto them the ſaid truſtees and executors of the ſaid Sir *Dennis Rolls*, or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, **In truſt** for the ſaid *Jane Kent*, or unto ſuch perſon or perſons as ſhe ſhall in that behalf, by writing under her hand, direct or appoint; which three thouſand eight hundred pounds annuities by agreement between all the ſaid parties to theſe preſents are in that caſe to remain ſtanding in the books of the ſaid South-ſea company, in the joint names of the ſaid truſtees for the ſaid annuities, or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, till ſuch time as the part and ſhare of the ſaid *Jane Kent* of and in the ſaid copyhold premiſes ſhall be legally and effectually ſurrendered and aſſured, according to the cuſtom of the ſeveral manors whereof the ſame are reſpectively held, to the uſe of the ſaid truſtees of the ſaid *Hannah Folk*, their heirs and aſſigns, **In truſt** for her as aforeſaid, according to the purport, true intent and meaning of the ſaid indenture of releaſe, and the ſaid covenant therein contained, for ſurrendering the ſame copyhold premiſes; and after ſuch legal and effectual ſurrender ſhall be made, then the ſaid remaining annuities, or ſo much thereof as ſhall not have been ſold for and towards the indemnification of the ſaid *Hannah Folk*, her heirs or aſſigns, or her ſaid truſtees as aforeſaid, ſhall thereupon, at ſuch requeſt, coſts and charges as aforeſaid, be tranſferred ſo and in ſuch manner as is herein before mentioned and agreed upon with reſpect to the annuities laſt herein before agreed to be transferred as aforeſaid. **Provided alſo**, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe any part of the ſaid South-ſea annuities ſhall be redeemed or paid off by the authority of parliament, or otherwiſe, before the aforeſaid

and that the truſtees may ſell, to pay the purchaſor all loſſes, &c. occaſioned by huſband and wife not joining in the deeds, &c.

and in the mean time to pay the dividends to the feme covert legatee,

and upon perfecting the title to the purchaſor, to transfer

the South-ſea annuities to the truſtees of the feme legatee.

And alſo upon truſt to transfer in caſe her truſtees prove the will in Chancery, *per teſtes*.

Agreements to replace any part which be paid off by parliament.

ſaid truſts be fully performed, then and in ſuch caſe and ſo often, it ſhall be lawful to and for the ſaid truſtees for the ſame annuities, to lay out the monies to be paid in, on ſuch redemption as aforeſaid in the purchaſe of the like South-ſea annuities, in their joint names, upon the ſame and the like truſts, and ſubject to the ſame and the like proviſoes and agreements as are herein before expreſſed and declared of and concerning the ſaid annuities to be ſo redeemed or paid off. **In witneſs**, *&c.*

*(Horſeman.)*

*An Agreement for a Baron and Feme to make a Conveyance of the Feme's Eſtate for her Life, and for him in whom the Reverſion and Inheritance is, to convey the ſame to the ſame Purchaſer, with Covenants for other Perſons to join.*

**Articles of Agreement** of five parts, made, &c. **Between** *S. H.* of, *&c.* and *E.* his wife, of the firſt part, *E. F.* of, *&c.* of the ſecond part, *R. A.* of, *&c.* of the third part, *S. H.* of C. of, *&c.* and *E.* his wife, only daughter of the ſaid *R. A.* of the fourth part, and *P. M.* of, *&c.* of the fifth part, in manner following, *viz.*

Baron and Feme covenant to convey to purchaſer during the Feme's life.

**FIRST**, the ſaid firſt named *S. H.* for himſelf and his heirs, executors and adminiſtrators, for the conſiderations herein after mentioned, doth covenant, promiſe and agree, to and with the ſaid *P. M.* his heirs and aſſigns by theſe preſents, that he the firſt named *S. H.* and *E.* his wife, and all and every other perſon or perſons having or claiming to have, or who ever had any eſtate or intereſt, in or to the lands or tenements herein after mentioned, or any part thereof, from, by or under the ſame *S. H.* and *E.* his wife, or either of them, ſhall and will before, *&c.* at and on the requeſt of the ſaid *P. M.* his heirs or aſſigns, and at his or their coſts and charges in the law, well and ſufficiently, and by ſuch conveyance and aſſurance, and of ſuch title as ſhall be approved of by the counſel learned in the law of the ſaid *P. M.* his heirs or aſſigns, convey and aſſure to the ſaid *P. M.* his heirs and aſſigns, or unto ſuch perſon or perſons as he or they ſhall for that purpoſe nominate or appoint, **all thoſe** cloſes, *&c.* **To have and to hold** all and ſingular the ſaid, *&c.* unto the ſaid *P. M.* his heirs and aſſigns, or to ſuch other perſon or perſons as he or they ſhall for that purpoſe ſo nominate, and to their heirs, for and during the natural life of the ſaid *E.* the wife of the firſt named *S. H.* **Alſo** the ſaid *P. M.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, *&c.* *(to pay the ſaid Baron and Feme their purchaſe-money, in the uſual form;)* **Alſo** the ſaid *E. F.* for himſelf, his heirs, executors, and adminiſtrators doth covenant, promiſe and grant to and with the ſaid *P. M.* his heirs and aſſigns, by theſe preſents, (that is to ſay) that the ſaid *E. F.* and his heirs, and all and every other perſon and perſons whomſoever, having, or claiming, or who ſhall or may have or claim the ſaid cloſes, *&c.* and other the before mentioned hereditaments and premiſes, or any part thereof, either in poſſeſſion, reverſion, remainder or expectancy, from, by or under, or in truſt for him the ſaid *E. F.* his heirs or aſſigns, or any of them, ſhall and will before, *&c.* at and upon the requeſt of the ſaid *P. M.* his heirs or aſſigns, at his or their coſts, and charges in all things, well and ſufficiently convey, and aſſure unto the ſaid *P. M.* his heirs and aſſigns, or to ſuch other perſon or perſons as he or they ſhall direct or appoint, all the reverſion and inheritance in fee-ſimple, of all and ſingular the before mentioned cloſes, *&c.* expectant upon the death of the ſaid *E.* the wife of the firſt named *S. H.* if the ſame *E.* ſhall be then living, or in caſe ſhe the ſame *E.* ſhall then be dead, the freehold and inheritance in fee ſimple of all and ſingular the premiſes; **To have and to hold** the ſame unto the ſaid *P. M.* his heirs and aſſigns for ever, or unto ſuch other perſon, as he or they ſhall direct or appoint, and to their heirs and aſſigns for ever: **Alſo** the ſaid *P. M.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E. F.* his heirs and aſſigns, that he the ſaid *P. M.* his heirs, executors or adminiſtrators, ſhall and will, upon the execution of ſuch laſt mentioned conveyances and aſſurances of the reverſion and inheritance of the ſaid premiſes, (in caſe the ſaid *E.* the wife of the firſt named *S. H.* ſhall be living at the time of executing the ſame), and in conſideration thereof, well and truly pay, or cauſe to be paid unto the ſaid *E. F.* his heirs, executors, adminiſtrators or aſſigns, the ſum of, *&c.* or in caſe the ſame *E.* ſhall happen to die before the execution of the ſaid conveyances and aſſurances of the ſaid reverſion and inheritance of the ſaid premiſes, then the ſaid *P. M.* his heirs, *&c.* ſhall and will upon the execution of ſuch the laſt mentioned conveyances and aſſurances of the freehold and inheritance of the ſaid premiſes, and in conſideration thereof, ſhall well and truly pay, or cauſe to be paid, unto the ſaid *E. F.* his heirs, executors, adminiſtrators or aſſigns, the ſum of, *&c.* **Alſo** the ſaid *R. A.* for and in conſideration of the ſum of five pounds, of, *&c.* to him in hand now paid by the ſaid *P. M.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, and agree to and with the ſaid *P. M.* his heirs and aſſigns, and alſo to and with the ſaid firſt named *S. H.* his executors and adminiſtrators, by theſe preſents, (that is to ſay) that he the ſaid *R. A.* and dame *E.* his wife, and the heirs of the ſaid *R. A.* ſhall and will for the better conveying and aſſuring the ſaid lands, *&c.* unto the ſaid *P. M.* his heirs and aſſigns, at the coſts, *&c.* join in and execute all and every, or any the conveyances or aſſurances before mentioned, freed and diſcharged of and from all eſtates, charges, titles and incumbrances whatſoever, had, made, done or committed by the ſaid *R. A.* and his anceſtors, or any of them, or by any other perſon or perſons whomſoever, claiming, or to claim, other than and except an eſtate for life of the ſaid *E. H.* firſt named, of and in the premiſes: an eſtate of inheritance in fee-ſimple, of and in the premiſes heretofore conveyed or agreed to be conveyed unto the ſaid *E. F.* his heirs and aſſigns, or unto ſome other perſon or perſons in truſt for him aud them, and alſo one indenture of leaſe, *&c.* always excepted and forepriſed; **Alſo** the ſaid *S. H.* of C. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *P. M.* his heirs and aſſigns, that the ſame *S. H.* and *E.* his wife, ſhall and will, for the better conveying the premiſes, as aforeſaid, at the requeſt and coſts of the ſaid *P. M.* his heirs or aſſigns, join in and execute all and every the ſaid conveyances and aſſurances afore-mentioned, or any of them. **And laſtly**, it is mutually agreed and declared to be the true intent and meaning of theſe preſents, and the parties hereunto, that if it ſhall happen that any of them the ſaid *S. H.* firſt named, and *E.* his wife, *E. F. R. A.* and dame *E.* his wife, their heirs, executors or adminiſtrators, ſhall neglect to perform

His covenant to pay that purchaſe-money.

*E. F.* covenants to convey the reverſion in fee to the ſame purchaſer.

The purchaſers covenant to pay *E. F.* according as the tenants for life ſhall be living or dead, on conveying the inheritance.

*R. A.* covenants to the purchaſer and to the huſband of tenant for life, that he and his wife and his heirs will join in the ſaid conveyances.

*S. H.* of C. covenants with the purchaſer that he and his wife will join.

Agreement that the purchaſer, if other parties do not perform their covenants, ſhall not be obliged to perform his.

form his or their parts of the covenants and agreements herein contained, that then and in any ſuch caſe, the ſaid *P. M.* his heirs, executors and adminiſtrators, or any of them, ſhall not be hereby obliged to perform his and their covenants herein contained, or any of them, but ſhall, if he ſhall think fit, be abſolutely diſcharged of the ſame. **In witneſs**, *&c.*

*(Kitchin.)*

*An Agreement (on the Purchaſe of a Manor, Rectory, &c.) that Part of the Purchaſe-Money being paid down, and a Mortgage made to the Vendor for ſecuring the Reſidue, (the Title to the Rectory be-doubtful) that Part of the Sum ſecured ſhould be retained in the Hands of the Purchaſer to indemnify him till the ſaid Title can be made effectual by Act of Parliament, &c. the Rectory to be valued by Arbitrators; and in caſe of Eviction or Compoſition, or any Claim, what the Purchaſer may retain.*

**THIS Indenture** made, *&c.* **Between** *A. A.* of, *&c.* of the one part, and *C. C.* of, *&c.* of the other part: **Whereas**, *&c. (Recital of a purchaſe by leaſe, releaſe, and bargain and ſale, of manors, rectory,* &c.) **And whereas**, upon executing the ſaid deeds of purchaſe only five thouſand pounds part of the ſaid ſum of fifteen thouſand pounds purchaſe money were actually paid to the ſaid *A. A.* by the ſaid *C. C.* and ten thouſand pounds reſidue thereof, together with the intereſt for the ſame, at the rate of five pounds *per cent. per annum*, were agreed to be ſecured to the ſaid *A. A.* by mortgage of the premiſes, ſubject nevertheleſs to ſuch deductions as are herein after mentioned; for which purpoſe the ſaid *C. C.* and *D. C.* have by indentures bearing even date, *&c.* demiſed and mortgaged the premiſes to the ſaid *A. A.* his, *&c.* for, *&c.* as by, *&c.* **And whereas** by reaſon of the laſt will and teſtament of the ſaid *B. A.* or otherwiſe, it may be very doubtful whether the ſaid *A. A.* could legally and effectually ſell and convey the ſaid rectory, *&c.* to the ſaid *C. C.* and *D. C.* and the heirs and aſſigns of the ſaid *C. C.* in manner aforeſaid; and therefore it was agreed by and between the ſaid *A. A.* and *C. C.* at the time of the ſaid purchaſe and mortgage, that the ſum of two thouſand pounds, part of the ſaid ſum of ten thouſand pounds, ſecured to the ſaid *A. A.* by and upon the ſaid recited demiſe and mortgage as aforeſaid, ſhould, notwithſtanding ſuch mortgage, remain and continue in the hands of the ſaid *C. C.* his, *&c.* as a ſecurity to indemnify him and them againſt all loſs, *&c.* by reaſon of any eviction, *&c.* from or by any perſon claiming, *&c.* by or under the ſaid *A. A.* or the ſaid *B. A.* or any of his anceſtors, or for or by reaſon of any annuity, *&c.* (except, *&c. (two annuities)* chargeable upon the ſaid purchaſed premiſes, or ſome part thereof, to or for the poor of, *&c.* for ever.) **Now this Indenture witneſſeth, and it is hereby agreed and declared** by and between the ſaid parties to theſe preſents, and the ſaid *A. A.* doth hereby covenant and agree to and with the ſaid *C. C.* his, *&c.* that the ſaid ſum of two thouſand pounds, part of the aforeſaid ſum of ten thouſand pounds, ſhall remain and continue in his and their hands for the purpoſe aforeſaid, until either a good and effectual title to the ſaid rectory, *&c.* ſhall be by the ſaid *A. A.* his, *&c.* and at his and their own charge, procured and obtained by act of parliament, or otherwiſe, to the ſatisfaction of the ſaid *C. C.* his, *&c.* or his or their counſel, *&c.* or in caſe the ſame cannot within the ſpace of one year next enſuing the date hereof, be procured or obtained, then until the ſaid *C. C.* his, *&c.* ſhall be thereout fully ſatisfied and paid all ſuch loſs, *&c.* as he or they ſhall be put unto or ſuſtain, for the reaſons or cauſes aforeſaid. **And therefore it is hereby further agreed and declared** by, *&c.* that for adjuſting the true and real value of the ſaid rectory, *&c.* two indifferent perſons ſhall be forthwith choſen, the one to be nominated by the ſaid *A. A.* and the other by the ſaid *C. C.* who ſhall by all due and proper ways and means endeavour to inform themſelves of the value thereof, and what they ſhall agree to be the value thereof, ſhall be binding and concluſive to the parties hereunto, ſo as ſuch valuation be made and declared under their hands and ſeals within the ſpace of ſix kalendar months next after the date hereof; and in caſe they cannot within that time agree upon the valuation thereof, then at the end of the ſaid ſix months they ſhall nominate and appoint an indifferent perſon to be by them choſen and appointed under their hands, who ſhall finally end and determine the ſame within the ſpace of three kalendar months next after he ſhall be ſo elected and choſen, and whatſoever value the ſaid parties or party, ſo to be nominated or appointed reſpectively as aforeſaid, ſhall put upon the ſame premiſes, or any part thereof, the ſaid parties to theſe preſents, and their reſpective heirs and aſſigns, ſhall ſubmit to and abide by. **And it is hereby further agreed**, That in caſe all or any part of the ſaid rectory, *&c.* ſhall be recovered or evicted from the ſaid *C. C.* his, *&c.* or any claiming, *&c.* then and in ſuch caſe, he or they ſhall or may deduct and retain by and out of the ſaid two thouſand pounds ſo much money as the ſame ſhall amount unto upon ſuch valuation as aforeſaid, at the rate of twenty-four years; but in caſe upon procuring and obtaining ſuch good and effectual title to the laſt-mentioned premiſes, by the ſaid *A. A.* his, *&c.* any annuity or annuities, rent or rents, ſhall be directed or agreed to be taken in lieu and ſatisfaction of the ſame, or any part thereof, then and in ſuch caſe the ſaid *C. C.* his, *&c.* ſhall and may deduct and retain, by and out of the ſaid two thouſand pounds, ſuch ſum and ſums of money, as ſuch annuity, *&c.* ſhall amount unto, after the rate of twenty-four years purchaſe, and the reſidue and overplus of the ſaid two thouſand pounds after ſuch deductions in either of the ſaid caſes as aforeſaid, if any ſuch there be, ſhall be paid unto the ſaid *A. A.* his, *&c.* **And the ſaid** *A. A.* doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *C. C.* his, *&c.* that he the ſaid *A. A.* his, *&c.* ſhall and will uſe his and their utmoſt endeavours, at the charges and expences of the ſaid *A. A.* his, *&c.* by act of parliament or otherwiſe, forthwith, or ſo ſoon as conveniently may be, to cauſe and procure ſuch good and effectual title to be made of the ſaid rectory, *&c.* unto the ſaid *C. C.* his, *&c.* as he or they, or his or their counſel ſhall approve of, and that in caſe he cannot, within the ſpace of one year next enſuing the date hereof, procure ſuch good and effectual title to be made as aforeſaid, then it ſhall and may be lawful to and for the ſaid *C. C.* his, *&c.* to make ſuch deductions, as the caſe ſhall happen, by and out of the ſaid ſum of two thouſand pounds after the rate aforeſaid, according to the loſs or damage he or they ſhall ſuſtain, or be put unto, by reaſon of any ſuch eviction, diſturbance, or interruption as aforeſaid. **And laſtly**, the ſaid *C. C.* doth hereby covenant and agree with the ſaid *A. A.* his, *&c.* that during ſuch time as the ſaid two thouſand pounds, or any part thereof, ſhall remain and continue in the hands of the ſaid *C. C.* his, *&c.* ſubject to ſuch deductions as aforeſaid, and until the ſame ſhall be actually applied for the purpoſes aforeſaid, he and they will pay and allow intereſt for the ſame unto the ſaid *A. A.* his, *&c.* after the rate of five pounds *per cent. per annum*. **In witneſs**, *&c.*

*(Myrſhall.)*

Recitals.

That purchaſer had paid part of the money, and ſecured the reſt by mortgage to the vendor.

A doubt as to the vendor's title to the rectory, *&c.*

Agreement that part of the purchaſe-money ſhall remain in the hands of the purchaſer till an effectual title can be procured by Act of Parliament, *&c.*

In caſe of eviction, the purchaſer may retain at the rate of 24 years purchaſe.

The like, in caſe of compoſition for ſuch claim.

A good title to be procured by the vendor.

The purchaſer to pay intereſt for the depoſit.

*Articles*

*Articles of Agreement to assign and make a good Title to a Leasehold Messuage (given by Will to Trustees upon Trusts) upon several Contingencies, &c. and for the Sale of Household Goods.*

**Articles** of agreement indented, &c. had, made, concluded, and agreed upon, this 20th day of June, in the nineteenth year, &c. and in the year of our Lord 1779, **Between** *A.* and *B.* of, &c. (two of the three acting trustees and executors named and appointed in and by the last will and testament of *T. A.* late of &c. deceased) of the one part, and *C. C.* of, &c. of the other part, in manner as follows:

Recital of the will and trust.

**Whereas** the said *T. A.* by his last will and testament in writing, by him duly executed, bearing date, &c. **Did** (amongst other things) give and devise **All** the residue of his real and personal estate, not therein otherwise by him disposed of, unto his trustees the said *A.* and *B.* and to——— therein named, their heirs, executors, administrators and assigns, upon several trusts therein expressed: **And first upon Trust**, that they his said trustees, immediately after his the testator's grandson, *T. F.* had attained the age of twenty-one years, should convey and assign **All** the said residue of his the said testator's real and personal estate unto his said grandson *T. F.* his heirs, executors, and assigns, as by the said will duly proved by the said executors, &c. **And whereas** by virtue of a certain indenture of lease made from Sir *N. C.* Baronet, or otherwise, he the said *J. C.* at the time of his death was possessed of, interested in and intitled unto a messuage or tenement, with its appurtenances, as the same was then in his possession, situate, &c. for the residue of a certain term of ——— years then to come therein, **At** and under the yearly rent of ———(which messuage, or tenement and premises, is part of the personal estate of the said *J. A.* so by him devised to his said trustees upon the trusts aforesaid:) **And whereas** the said *C.* hath contracted and agreed with them the said *A.* and *B.* for the absolute purchase of the said messuage, or tenement and premises, for the residue of the said term of———years now to come therein, together with the several household goods now in the said messuage, and which are hereinafter particularly mentioned, at and for the sum of nine hundred pounds, payable and subject in such manner as herein after is in that behalf mentioned and expressed: **And whereas** the said messuage, or tenement and premises being now much out of repair, and not inhabited, and to the end the same may be let, it is absolutely necessary that a considerable sum should be forthwith disbursed in making such repairs; and they the said *A.* and *B.* not being inclined to do the same, he the said *C.* hath agreed to advance and lay out monies for so doing: but in regard a good title and proper assignment and assurance of the said premises cannot be made unto the said *C.* until such time as the said *T. F.* attains his age of twenty-one years (being now but nineteen) or that in the mean time a decree of the High Court of Chancery can be obtained for that purpose forthwith and previous thereto, it has been proposed and agreed by them the said *A.* and *B.* that the said *C.* shall have immediate possession of the said messuage, goods and premises, until such decree obtained, and assignment made to him, with full power to repair and let the said premises, with and under such restrictions, and subject in manner as herein after in that behalf mentioned and expressed; and also that in case such decree as aforesaid, or a good title and sufficient assignment shall not otherwise be made to the said *C.* of the said premises within———now next ensuing, that these presents, as to the sale of the said premises, shall be absolutely void; and that then the said *C.* shall be paid and reimbursed by them the said *A.* and *B.* all such monies as shall be by him laid out in such repairs, together with interest for the same; and that then also any lease by him made of the said premises shall be allowed and ratified by them the said *A.* and *B.* nevertheless with and under such restrictions, and subject in manner as herein after also is in that behalf mentioned and expressed: **Now these Presents witness**, That in pursuance and performance of the said recited agreements, and in consideration of the sum of five pounds five shillings of, &c. (part of the said nine hundred pounds purchase monies) to them the said *A.* and *B.* or one of them, now paid by the said *C.* the receipt whereof is by them hereby respectively acknowledged, they the said *A.* and *B.* and each of them for themselves and for their heirs, executors, and administrators, do hereby covenant with the said *C.* his executors, administrators, and assigns, in manner as follows, *viz.* That they the said *A.* and *B.* or one of them, their or one of their executors or assigns, at their costs and charges, shall and will within the said —— now next ensuing, make out a good and clear title to the said messuage, or tenements and premises, and produce and obtain a decree to be made in the High Court of Chancery, whereby the said *T. F.* and all and every other person or persons, who by virtue of the said recited will shall be then legally intitled to the said messuage, or tenement and premises, to make and execute a good and sufficient assignment unto the said *C.* his executors, administrators and assigns, and as by his or their counsel learned in the law shall be reasonably advised or required of the said messuage, or tenement and premises, with the appurtenances, for the then residue of the term of —— years, subject nevertheless to the payment of the said yearly rent of ——— and to the covenants, conditions and agreements in the said indenture of lease reserved and contained, and which from thenceforth on the lessee's part are to be paid and performed; and shall then also make an absolute bill of sale unto and to the use of the said *C.* his, &c. of the several goods and things in the said messuage, *viz.* &c.

Of lease, &c. and that same was part of the testator's personal estate.

Contract for purchase, and several previous agreements thereon.

Trustee covenants with purchasor to make a clear title.

For peaceable enjoyment.

**And** that in the mean time and until such decree obtained, and assignment of the said premises so made to the said *C.* in manner as aforesaid, it shall and may be lawful to and for the said *C.* his, &c. from henceforth peaceably and quietly to hold, possess, and enjoy the said messuage, goods and premises, and to lay out any sum of money for the necessary repairing and amending thereof, in such manner as he or they shall think fit, so as the money to be so laid out in repairs do not exceed in the whole the sum of one hundred and fifty pounds. **And also**, that it shall and may be lawful to and for the said *C.* his, &c. to make a lease of the said messuage and premises to such persons as he shall think fit, for any term of years not exceeding —— years, so as there be reserved in such lease at least the yearly rent of seventy pounds, payable quarterly, with power therein of re-entry, in case of non-payment thereof, together with such usual covenants as are contained in other leases made of houses in O. street. **And** the said *C.* for himself, his, &c. doth hereby covenant with the said *A.* and *B.* their, &c. that he the said *C.* his executors, administrators and assigns, (on the making out a good title, obtaining a decree in Chancery, and executing such sufficient assignment and bill of sale of the said messuage, goods and premises, to him the said *C.* his executors, administrators and assigns, within the time and in manner as aforesaid) shall and will well and truly pay or cause to be paid unto the said *A.* and *B.* or

Repairs.

Power to make a Lease.

Covenant to pay purchase-money, &c.

*B.* or to ſuch perſon or perſons who by virtue of the ſaid decree or otherwiſe, ſhall then be legally intitled to receive the ſame, the ſum of eight hundred and ninety-four pounds fifteen ſhillings, of, *&c.* (reſidue of the ſaid ſum of nine hundred pounds, purchaſe-money;) **Which** ſum of eight hundred and ninety-four pounds fifteen ſhillings when paid, is hereby agreed and declared ſhall be in full for the abſolute purchaſe of the ſaid meſſuages, goods and premiſes. **Provided always**, and it is hereby mutually covenanted, agreed and declared, by and between all and every the parties to theſe preſents, for themſelves, and for their reſpective executors and adminiſtrators, in manner as follows, *viz.* That in caſe a good title ſhall not be made out to the ſaid premiſes, and a decree in Chancery obtained for ſale thereof, and ſuch ſufficient aſſignment made of the ſaid premiſes to him the ſaid *C.* his, *&c.* within the ſaid ——— in manner as aforeſaid, then and in ſuch caſe theſe preſents, as to the ſale of the ſaid premiſes, ſhall from thenceforth be abſolutely void and of no effect; and that then and in ſuch caſe, they the ſaid *A.* and *B.* their executors or adminiſtrators, ſome or one of them, ſhall and will forthwith, well and truly pay or cauſe to be paid unto the ſaid *C.* his executors, adminiſtrators or aſſigns, all ſuch monies as, according to a valuation thereof to be made by two proper perſons, to be choſen by the parties hereto, ſhall appear to have been by the ſaid *C.* his executors or adminiſtrators, actually diſburſed for the repairs of the ſaid premiſes, ſo as the ſame do not exceed the aforeſaid ſum of one hundred and fifty pounds, together with legal intereſt for all ſuch monies ſo by him and them paid for ſuch repairs, from the time of diſburſing thereof, until payment of the ſame; and that then and in ſuch caſe alſo, (if any leaſe ſhall have been made by the ſaid *C.* of the ſaid premiſes to any perſon, at ſuch rent and in manner aforeſaid) that they the ſaid *A.* and *B.* their executors, adminiſtrators, or aſſigns, ſhall allow of ſuch leaſe; and at his and their charge do any reaſonable act (if ſo required) to ratify and confirm ſuch leaſe; and then alſo he or they ſhall be entitled to have and receive all the rent reſerved by ſuch a leaſe, to be paid and applied according to the truſts in the ſaid will; and thing, *&c.* **In witneſs**, *&c.*

Proviſo for theſe preſents to be void if a good title cannot be made.

In that caſe a reimburſement to be made.

The leaſe abovementioned to be allowed.

*(Jones.)*

*Agreement for an Horſe Race.*

**Agreed**, *&c.* **Between** *J. H.* of the one part, and *T. K.* of the other part, *viz.*

**The** ſaid *T. K.* doth undertake and covenant with the ſaid *J. H.* that on the —— day of ——— next, a black gelding belonging to Mr. *N. T.* having a farcy on his off-leg before, ſhall ſick or well, run the ——— mile courſe on ——— downs, againſt a grey gelding, belonging to the ſaid *J. H.* which he bought of Mr. *R. J.* **And** the ſaid *J. H.* doth likewiſe undertake and covenant with the ſaid *T. K.* that his grey gelding ſhall, ſick or well, on the ſaid, *&c.* run the ſaid ——— miles courſe againſt the ſaid black gelding: **And it is mutually agreed**, that if the black gelding comes firſt to the end of the ſaid courſe, according to the judgment of two indifferent perſons, for that purpoſe to be choſen, then he the ſaid *J. H.* ſhall and will pay to the ſaid *T. K.* ——— guineas, and that if the grey gelding comes firſt to the end of the ſaid courſe, according to ſuch judgment as aforeſaid, then the ſaid *T. K.* ſhall and will pay to the ſaid *J. H.* ——— guineas. **And it is agreed** each horſe ſhall carry ten ſtone weight; and further, that the wager-money ſhall be depoſited into the hands of Mr. *N. H.* to be paid to the winning party, according to this agreement. **And it is alſo agreed**, that if any failure ſhall be of either of the ſaid horſes running, as aforeſaid, the party undertaking as aforeſaid for ſuch horſe which ſhall ſo fail, or not run, ſhall forfeit and loſe his wager, and the whole ——— guineas ſhall be paid to the other of them, as if ſuch horſe had actually run and loſt. *(Penalty.)* **In witneſs**, *&c.*

*(Wood.)*

*Articles for the Purchaſe of a Manor, &c. to be completed within a certain Time. The Vendor not to cut down Timber, nor make Leaſes in the mean Time.*

**Articles of agreement** made and agreed upon this 7th day of January, in the year of our Lord 1779, between the Right Honourable *Adam* Earl of Alderney, of the one part, and *Benjamin Ball* of Burney in the county of Bedford, Eſquire, of the other part.

**The** ſaid *Adam* Earl of Alderney, in conſideration of the ſum of twelve thouſand pounds, to be paid to him by the ſaid *Benjamin Ball*, purſuant to the covenant and agreement of the ſaid *Benjamin Ball* herein after in that behalf contained, **doth** for himſelf and his heirs covenant and agree with the ſaid *Benjamin Ball* as follows, (that is to ſay) That he the ſaid *Adam* Earl of Alderney, or his heirs, ſhall and will before the twenty-eighth day of April now next enſuing, to the ſatisfaction of the counſel of the ſaid *Benjamin Ball*, or his heirs, make out a good title unto, and (by ſuch good and ſufficient conveyances and aſſurances in the law, with reaſonable covenants, as the ſaid counſel of the ſaid *Benjamin Ball*, or his heirs, ſhall adviſe) convey and aſſure, or cauſe to be conveyed and aſſured in poſſeſſion unto the ſaid *Benjamin Ball*, and his heirs, or unto ſuch perſon or perſons as he or they ſhall in that behalf nominate or appoint, free from incumbrances, (except the yearly ſum or quit-rent of two pounds, payable to Sir *Charles Cay*, for or in reſpect of the manor hereditaments herein after mentioned, or ſome part thereof) **all that** the manor of Burney, with the appurtenances, in the county of Bedford, and all that capital meſſuage with the appurtenances, called Burney, in the ſame county, and all meſſuages, farms, lands, tenements, rents and hereditaments whatſoever to the ſaid manor and capital, or either of them belonging, or therewith uſed, or reputed as part thereof; and all the other manors, meſſuages, lands, tenements, rents, and hereditaments whatſoever of him the ſaid *Adam* Earl of Alderney, or whereof or wherein he the ſaid Earl, or any perſon or perſons in truſt for him, have or hath any eſtate of freehold or inheritance in poſſeſſion, reverſion or remainder, or expectancy, ſituate and being in or near the pariſhes of Burney or Dardham, or either of them, in the ſaid county of Bedford, which ſaid manor, capital meſſuage, lands and hereditaments are now of the yearly value

The conſideration.

The vendor covenants to make a good title within a certain time, to

The parcels.

The vendor not to cut down timber in the mean time, nor grant leaſes.

value of four hundred and ſixty pounds. And alſo that he the ſaid *Adam* Earl of Alderney ſhall not nor will in the mean time cut down any timber or trees, or commit any ſtrip, waſte or ſpoil whatſoever in or upon the premiſes, or any part thereof, nor ſhall or will grant any new leaſes of the premiſes, or any part thereof, without the privity and conſent of the ſaid *Benjamin Ball*, or his heirs.

The purchaſor covenants to pay the money.

**And the ſaid** *Benjamin Ball* in conſideration of the covenant and agreement herein before contained on the part of the ſaid Earl, **Doth** hereby for himſelf and his heirs covenant and agree with the ſaid Earl of Alderney, that he the ſaid *Benjamin Ball*, his heirs, executors or adminiſtrators, ſhall and will, upon making and executing ſuch conveyances and aſſurances as aforeſaid, pay, or cauſe to be paid, unto the ſaid Earl of Alderney, his heirs, executors or adminiſtrators, the ſum of twelve thouſand pounds of lawful money of Great Britain, as and for and in full for the abſolute purchaſe of the ſaid manor, farms, lands, hereditaments and premiſes. **In witneſs,** *&c.*

*(Horſeman.)*

## *Articles to make a Leaſe of another Houſe adjoining,* &c. *wherein a third Perſon on behalf of the Leſſor covenants,* &c. *in Conſideration of Money to be laid out in Repairs,* &c.

**Articles,** *&c.* **Between** *T. W.* of London, merchant, (for and on the part and behalf of *E. M.* of, *&c.*) of the one part, and *W. F.* of, *&c.* merchant, of the other part.

*E. M.* ſeiſed in fee of two houſes adjoining.

**WHEREAS** the ſaid *E. M.* is ſeiſed in fee of and in divers meſſuages, with their appurtenances adjoining together, ſituate in H. ſtreet aforeſaid, one of which is the now dwelling-houſe of the ſaid *W. F.* and the other of them was late in the occupation of *J. H.* deceaſed, and held by him by leaſe, made from the ſaid *E. M.* whereof part of the term of years thereby granted is now to come therein: **And whereas** the ſaid *W. F.* having occaſion to add the ſaid other meſſuages to his now dwelling-houſe, and in conſideration of the ſum of two hundred and ten pounds, to be now paid to him by the ſaid *T. W.* (on behalf of the ſaid *E. M.* to be laid out by the ſaid *W. F.* in new mending, ripping, tyling, plaiſtering, painting, and glazing of both the ſaid meſſuages, alſo for cleanſing, emptying the vaults, pavements, and the ſtreets, maintaining a light out of a compting-houſe into Mr. *W*'s yard adjoining thereto, and making ſuch other amendments, alterations, conveniencies and neceſſary repairs, in and to both the ſaid meſſuages and premiſes as he the ſaid *W. F.* in his diſcretion ſhall think fit; he the ſaid *W. F.* hath agreed to take a leaſe of both the ſaid meſſuages and premiſes for the term of twenty-one years, to commence from Chriſtmas-day now next enſuing, determinable at the end of the firſt fourteen years, the ſame to be at the option of *W. F.* his executors and adminiſtrators, at and under the yearly rent of ——, payable quarterly; the firſt, *&c.* in which ſaid leaſe ſhall be contained ſuch uſual covenants as are in London leaſes, both on the leſſor's and leſſee's part, (to wit,) that the leſſee ſhall pay the ſaid yearly rent, to repair and to yield up the ſaid premiſes, (fire excepted) and for leſſor to enter and view, and give order for repair of premiſes, with a covenant from leſſor for leſſee's quiet-enjoyment of premiſes under the ſaid rent and covenants, together with the uſual power for leſſor to re-enter, in caſe of leſſee's non-payment of the ſaid rent, by the ſpace of twenty-one days next after every quarter day; and to the end ſuch leaſe may be granted, he the ſaid *W. F.* hath agreed with Mr. *L. G.* (the executor of the ſaid *J. H.*) for his aſſigning or ſurrendering up ſuch term or intereſt in the ſaid leaſe granted to the ſaid *J. H.* as aforeſaid, as he the ſaid *L. G.* hath therein, unto the ſaid *E. M.* her heirs or aſſigns: **And whereas** the ſaid *T. W.* immediately before the executing of theſe preſents, hath paid to the ſaid *W. F.* the ſaid ſum of two hundred and ten pounds, ſo to be laid out in manner as aforeſaid, the receipt of which ſaid ſum of two hundred and ten pounds is by him the ſaid *W. F.* hereby acknowledged: **Now** the ſaid *T. W.* (for and on the behalf of the ſaid *E. M.* and by virtue of a power by her to him in that behalf given, for himſelf, his executors and adminiſtrators,) **Doth** hereby covenant and agree to and with the ſaid *W. F.* his executors and aſſigns, that the ſaid *E. M.* her heirs or aſſigns, ſhall and will, on or before the —— day of ——— now next enſuing, duly execute and deliver a good and ſufficient demiſe or leaſe of the ſaid two meſſuages, with their appurtenances, unto the ſaid *W. F.* his executors, adminiſtrators and aſſigns, for the ſaid term of twenty-one years to commence and determine in manner as aforeſaid, **At** the ſaid yearly rent of ——, and with and under ſuch exception, covenants, and power of re-entry, as are herein before mentioned and expreſſed: **And** the ſaid *W. F.* **Doth** hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *T. W.* and his aſſigns, in manner as follows; *viz.* that he the ſaid *W. F.* on or before the ſaid —— day of ———, ſhall and will lay out, or cauſe to be laid out the ſaid ſum of two hundred and ten pounds, or ſo much thereof as ſhall be ſufficient, in the making of ſuch good and ſubſtantial repairs, alterations and amendments, in and to the ſaid two meſſuages and premiſes, in manner as aforeſaid; **And alſo** ſhall and will (when required) produce and ſhew unto the ſaid *E. M.* her heirs or aſſigns, all and every the ſeveral workmens bills, with their reſpective receipts for the making ſuch reparations, alterations and amendments in and to the premiſes; and in caſe the ſaid ſum of two hundred and ten pounds ſhall not be ſo laid out, and there ſhall be a ſurplus thereof, then and in ſuch caſe, he the ſaid *W. F.* his executors or adminiſtrators, ſhall then pay all ſuch ſurplus money to the ſaid *E. M.* her heirs or aſſigns: **And further,** That he the ſaid *W. F.* ſhall and will accept of ſuch leaſe ſo to be made to him as aforeſaid, and at the ſame time ſhall and will ſeal, execute and deliver a counterpart of ſuch leaſe to the ſaid *E. M.* her heirs or aſſigns: **And** it is hereby mutually agreed between the ſaid parties, that in caſe the ſaid ſum of two hundred and ten pounds, ſhall not be ſufficient to make ſuch neceſſary repairs as aforeſaid, and that the ſaid *W. F.* ſhall actually diſburſe, and by proper vouchers make it appear that he hath laid out his own monies above the ſaid two hundred and ten pounds, in ſo doing, then and in ſuch caſe the ſame ſhall be allowed to him out of firſt rent to be by him paid as aforeſaid. *(A penalty may be added as uſual.)* **In witneſs,** *&c.*

*W. F.* has occaſion to add them to that wherein he lives.

Agreement to take a leaſe.

Covenant from *T. W.* to execute a leaſe to *W. F.*

Leſſee covenants to lay out 210*l.* in repairs.

And produce workmens bills.

Tenant to accept a leaſe, and ſeal, *&c.* counterpart.

If the 210*l.* be not ſufficient, more to be allowed out of rent.

*Agreement*

*Agreement to go Abroad, and there exercise a Trade, in Consideration of Wages,* &c.

Agreed the, *&c.* Between *W. V.* of, *&c.* of the one Part, and *T. S.* of, *&c.* of the other Part, as follows, *viz.*

THE said *W. V.* doth covenant and agree to and with the said *T. S.*. his executors, administrators, and assigns, that he the said *W. V.* upon the first notice to him given by the said *T. S.* after the date hereof, will go on board such ship as the said *T. S.* shall order, and sail in and with the same to A. in R. and upon his arrival there will enter into, and for the space of two years to be accounted from his arrival at A. continue in the service of the said *T. S.* or any other person or persons, either at A. or elsewhere in the dominions of the emperor R. as he or his correspondents there shall appoint; and will perform the art and business of gathering and blowing of flint-glass, and all other works belonging to the servitor in the making of glass: And the said *T. S.* for himself, his executors and administrators, doth hereby covenant and agree with the said *W. V.* that if he the said *W. V.* shall go on board and sail in and with such ship or vessel the said *T. S.* shall order and direct him for A. aforesaid, and upon his arrival there shall enter into and continue in the service of the said *T. S.* or any other person or persons at A. or elsewhere in the dominions of the emperor R. and there perform the art and business before mentioned for the time aforesaid, he the said *T. S.* his executors, administrators, or assigns will pay, or cause to be paid unto the said *W. V.* during the said two years, to be accounted as aforesaid, but not longer; or for so long time thereof as he shall continue in the said service, the sum of —— *per* month; the first payment thereof to be made at the end of one month from his arrival at A. to be accounted as aforesaid; and will pay the charge of his passage to A. And each of them the said parties do hereby agree within —— months after the date hereof, to seal and execute articles of agreement to the effect aforesaid. In witness, *&c.*

Covenant to go abroad, and there exercise a trade.

Covenant to pay wages and passage.

*(Wood.)*

*Agreement to indemnify against a doubtful Title as to Part,* viz. *a Rectory,* &c. *The Purchasor paid only Part of the Purchase-Money, and for the Residue made a Mortgage to the Vendor; the Vendor covenants that the Purchasor may retain Part of the Money in his Hands (at Interest) until an Act,* &c. *or other Indemnity be procured; and that he will endeavour to procure it. The Rectory,* &c. *to be valued by Arbitrators, who may chuse an Umpire. On Eviction at what Rate to be paid for.*

THIS Indenture made the sixteenth day of July, in the year of our Lord 1779, and in the nineteenth year of the reign of our sovereign Lord *George, &c.* Between *Amos Ash* of Bidford in the county of Cambridge, Esquire, nephew and heir of *Bryan Ash*, late of Bidford aforesaid, Esquire, deceased, of the one part, and *Charles Cobb* of Prestbury in the county of Gloucester, Gent. of the other part. Whereas the said *Charles Cobb* hath bought and purchased in the names of himself and *Daniel Cobb*, Gent. his son, of and from the said *Amos Ash*, for the price or sum of fifteen thousand pounds of lawful money of Great Britain, the manor or manors of Edlin and Felham, with their appurtenances, in the said county of Gloucester, and the scite of the late monastery of Edlin aforesaid, and the park there, and the rectory of the parish church of Edlin, and the advowson of the vicarage of the same church, and the glebe lands, tenths, tithes, and other hereditaments and appurtenances whatsoever to the same rectory belonging or in any wise appertaining, and divers other messuages, lands, tenements, and hereditaments in Edlin and Felham aforesaid and in Gobland, or some of them in the said county of Gloucester, all which said manors, rectory, tithes, messuages, lands, tenements, hereditaments, and premises so purchased as aforesaid, were by indentures of lease and release and bargain and sale intended to be inrolled in Chancery, the release and bargain and sale bearing date the day before the day of the date of these presents, and made or mentioned to be made between the said *Amos Ash* of the one part, and the said *Charles Cobb* and *Daniel Cobb* of the other part, in consideration of the said sum of fifteen thousand pounds in the said indentures of release and bargain and sale mentioned to be paid by the said *Charles Cobb* to the said *Amos Ash*, granted and conveyed unto and to the use of the said *Charles Cobb* and *Daniel Cobb*, and the heirs and assigns of the said *Charles Cobb*, in trust for the said *Charles Cobb*, his heirs and assigns. And whereas upon executing the said deeds of purchase only five thousand pounds, part of the said sum of fifteen thousand pounds purchase-money were actually paid to the said *Amos Ash* by the said *Charles Cobb*, and ten thousand pounds residue thereof, together with interest for the same at the rate of five pounds *per cent. per ann.* were agreed to be secured to the said *Amos Ash* by mortgage of the premises, Subject nevertheless to such deductions as are herein after mentioned; For which purpose the said *Chaarles Cobb* and *Daniel Cobb* have by indentures bearing even date with these presents, demised and mortgaged the premises to the said *Amos Ash*, his executors administrators, and assigns, for the term of one thousand years; as by the said several indentures of lease, release, bargain and sale, and demise and mortgage, relation being thereunto respectively had, may more fully appear. And whereas by reason of the last will and testament of the said *Bryan Ash*, or otherwise, it may be very doubtful whether the said *Amos Ash* could legally and effectually sell and convey the said rectory, and the said advowson, glebe lands, tenths, tithes, hereditaments, and appurtenances to the same belonging, unto the said *Charles Cobb* and *Daniel Cobb*, and the heirs and assigns of the said *Charles Cobb* in manner aforesaid; and therefore it was agreed by and between the said *Amos Ash* and *Charles Cobb* at the time of the said purchase and mortgage, that the sum of two thousand pounds, part of the said sum of ten thousand pounds secured to the said *Amos Ash* by and upon the said recited demise and mortgage as aforesaid, should notwithstanding such mortgage remain and continue in the hands of the said *Charles Cobb*, his heirs and assigns, as a security to indemnify him and them against all loss, costs, charges, damages, and expences, as he or they, or any claiming under him or them should sustain, or be put unto for or by reason of any eviction, disturbance or interruption

A purchase by lease, release and bargain and sale inrolled cited of manors, rectory, *&c.*

and that the purchasor has paid only part of the money.

The residue to be secured by mortgage of the premises to the vendor,

which is done by indenture of this date.

A doubt recited as to the vendor's title as to the rectory,

and an agreement thereon

that part of the purchase money should remain in the hands of the

Purchaſor, to indemnify him againſt incumbrances,

except two annuities.

interruption from or by any perſon or perſons claiming or to claim any eſtate, right, title, or intereſt of, in, to or out of the ſaid rectory, or the ſaid advowſon, glebe lands, tithes, hereditaments and appurtenances thereunto belonging, or any of them, or any part thereof, from, by or under the ſaid *Amos Allen* or ſaid *Bryan Allen*, or any of his anceſtors, or for or by reaſon of any annuity or annuities, rent or rents, charged or chargeable thereon, or iſſuing or paying thereout, except one annuity or yearly ſum of ſix pounds ſix ſhillings and eight-pence iſſuing or payable out of or chargeable upon the ſame premiſes, or ſame part thereof, to or for the vicar of Edlin and his ſucceſſors, and alſo except one other annuity or yearly ſum of ſix pounds chargeable upon the ſaid purchaſed premiſes, or ſome part thereof, to or for the poor of Edlin for ever. **Now this Indenture witneſſeth**, that it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *Amos Aſh* doth hereby covenant and agree to and with the ſaid *Charles Cobb*, his heirs and aſſigns, that the ſaid ſum of two thouſand pounds, part of the aforeſaid ſum of ten thouſand pounds, ſhall remain and continue in his and their hands for the purpoſe aforeſaid, until either a good and effectual title to the ſaid rectory, tithes and other the ſaid laſt mentioned premiſes, ſhall be by the ſaid *Amos Aſh*, his heirs, executors or adminiſtrators, and at his and their own charge, procured and obtained by act of parliament, or otherwiſe, to the ſatisfaction of the ſaid *Charles Cobb*, his heirs or aſſigns, or his or their counſel, or in caſe the ſame cannot within the ſpace of one year next enſuing the date hereof be procured or obtained, then until the ſaid *Charles Cobb*, his heirs or aſſigns, ſhall be thereout fully ſatisfied and paid all ſuch loſs, coſts, charges, damages and expences as he or they ſhall be put unto or ſuſtain for the reaſons or cauſes aforeſaid. **And therefore** it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that for adjuſting the true and real value of the ſaid rectory and tithes, and other the ſaid laſt mentioned premiſes, two indifferent perſons ſhall be forthwith choſen, the one to be nominated by the ſaid *Amos Aſh*, and the other by the ſaid *Charles Cobb*, who ſhall by all due and proper ways and means endeavour to inform themſelves of the value thereof, and what they ſhall agree to be the value thereof ſhall be binding and concluſive to the parties hereunto, ſo as ſuch valuation be made and declared under their hands and ſeals within the ſpace of ſix calendar months next after the date hereof; and in caſe they cannot within that time agree upon the value thereof, then at the end of the ſaid ſix months they ſhall nominate and appoint an indifferent perſon to be by them choſen and appointed under their hands, who ſhall finally end and determine the ſame within the ſpace of three calendar months next after he ſhall be ſo elected and choſen, and whatſoever value the ſaid parties or party ſo to be nominated or appointed reſpectively as aforeſaid ſhall put upon the ſame premiſes, or any part thereof, the ſaid parties to theſe preſents, and their reſpective heirs and aſſigns ſhall ſubmit to and abide by. **And it is hereby further agreed**, that in caſe all or any part of the ſaid rectory and premiſes laſt mentioned, or any modus or tithes in kind belonging to the ſame ſhall be recovered or evicted from the ſaid *Charles Cobb*, his heirs or aſſigns, or any claiming under him or them, then and in ſuch caſe he or they ſhall and may deduct and retain by and out of the ſaid two thouſand pounds ſo much money as the ſame ſhall amount unto upon ſuch valuation as aforeſaid at the rate of twenty-four years purchaſe; but in caſe upon procuring and obtaining ſuch good and effectual title to the ſaid laſt mentioned premiſes by the ſaid *Amos Aſh*, his executors or adminiſtrators, any anuuity or annuities, rent or rents, ſhall be directed or agreed to be taken in lieu and ſatisfaction of the ſame, or any part thereof, then and in ſuch caſe the ſaid *Charles Cobb*, his heirs and aſſigns, ſhall and may deduct and retain by and out of the ſaid two thouſand pounds ſuch ſum or ſums of money as ſuch annuity or annuities, rent or rents ſhall amount unto after the rate of twenty-four years purchaſe, and the reſidue and overplus of the ſaid two thouſand pounds after ſuch deductions in either of the ſaid caſes as aforeſaid, if any ſuch there be, ſhall be paid unto the ſaid *Amos Aſh*, his executors or adminiſtrators. **And the ſaid** *Amos Aſh* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Charles Cobb*, his heirs and aſſigns, that he the ſaid *Amos Aſh*, his heirs, executors or adminiſtrators, ſhall and will uſe his and their utmoſt endeavours at the charge and expence of the ſaid *Amos Aſh*, his heirs, executors or adminiſtrators, by act of parliament or otherwiſe, forthwith or ſo ſoon as conveniently may be, to cauſe or procure ſuch a good and effectual title to be made of the ſaid rectory, tithes and laſt mentioned premiſes unto the ſaid *Charles Cobb*, his heirs and aſſigns, as he or they or his or their counſel ſhall approve of, and that in caſe he cannot within the ſpace of one year next enſuing the date hereof procure ſuch good and effectual title to be made as aforeſaid, then it ſhall and may be lawful to and for the ſaid *Charles Cobb*, his heirs and aſſigns, to make ſuch deductions as the caſe ſhall happen, by and out of the ſaid ſum of two thouſand pounds after the rate aforeſaid, according to the loſs or damage he or they ſhall ſuſtain or be put unto by reaſon of any ſuch eviction, diſturbance or interruption as aforeſaid. **And laſtly**, the ſaid *Charles Cobb* doth hereby covenant and agree with the ſaid *Amos Aſh*, his executors and adminiſtrators, that during ſuch time as the ſaid two thouſand pounds, or any part thereof, ſhall remain and continue in the hands of the ſaid *Charles Cobb*, his heirs, executors or adminiſtrators, ſubject to ſuch deductions as aforeſaid, and until the ſame ſhall be actually applied for the purpoſes aforeſaid, he and they will pay and allow intereſt for the ſame unto the ſaid *Amos Aſh*, his executors and adminiſtrators, after the rate of five pounds *per cent. per ann.* **In witneſs**, *&c.*

*(Horſeman.)*

The rectory, *&c.* to be valued by arbitrators.

Value to be retained in caſe of eviction,

the like in caſe of compoſition for ſuch claim.

The vendor covenants that the ſame part of the money ſhall remain, *&c.* until indemnity procured.

The vendor covenants to endeavour to procure a diſcharge, *&c.*

The purchaſor covenants to pay intereſt for the depoſit.

## *Agreement for the Purchaſe of Cordwood, with Liberty to cut the ſame, and convert it into Charcoal.*

**FIRST**, it is agreed and concluded upon by and between the ſaid parties hereunto, and the ſaid *A. B* **Hath** bargained and ſold, and by theſe preſents **Doth**, *&c.* unto the ſaid *C. D.* **All** the cordwood that ſhall ariſe from certain trees and parcels of trees, now growing and ſtanding on a certain piece or parcel of rough ground, ſituate, *&c.* as be ſhall think fit to fell, after the rate of ——— the cord, each cord to be in meaſure according to the uſual meaſure of cordwood, and to be cut yardwood beſide the kirfe. **Item**, the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant and promiſe to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in form following, (that is to ſay) that he the ſaid *A. B.* his, *&c.* at his or their own proper coſt and charges, ſhall and will ſtock up all and ſuch of the ſaid parcel of trees as he or they ſhall think fit to convert into cord-

Bargain or covenants to ſtock up ſuch trees as he thinks fit for cordwood, and permit the

wood

wood as aforeſaid; **And alſo** ſhall and will permit and ſuffer the ſaid *C. D.* his executors or aſſigns, at his and their own coſt and charges, as well to cut and convert the ſaid cordwood into charcoal at the lower end of the ſaid piece of ground called the O. L. whereon the ſaid trees, or the greateſt part of them, now ſtand; and alſo to take the turf, duſt and earth, from off the premiſes of the ſaid piece of ground, and not elſewhere, with free liberty of carrying away the ſame wood, ſo converted into charcoal, from and off the ſaid premiſes, the moſt convenient way, leading to the road that leads to —— aforeſaid. **Item**, the ſaid *C. D.* doth hereby for himſelf, his executors or adminiſtrators, covenant and promiſe, to and with the ſaid *A. B.* his heirs and aſſigns, that he the ſaid *C. D.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, the full and entire ſum of money that the ſaid cordwood, ſo rated as aforeſaid, ſhall amount unto, to the ſaid *A. B.* his executors or aſſigns, at or upon the —— day of —— next enſuing the date of theſe preſents. **Laſtly**, it is fully concluded and agreed by both the ſaid parties, that in caſe any difference ſhall happen to ariſe in meaſuring the ſaid cordwood, the ſame ſhall be referred to *W. P.* of *&c.* to determine and finally compoſe the ſame.

purchaſer to cut and convert the ſame into charcoal at, *&c.* and carry the ſame away. Covenant to pay for the cordwood.

Difference to be referred.

*(Newnam.)*

## *An Agreement to redreſs Abuſes in the Making and Dealing in Butter, and for Raiſing and Depoſiting Money for proſecuting Offenders.*

**Articles of Agreement** indented, *&c.* **Between** the ſeveral perſons whoſe names and ſeals are here under ſubſcribed and put, traders in butter and cheeſe, in the city of London, of the one part, and *R. K.* citizen and clothworker of London, of the other part, in manner as follows, *viz.*

**Whereas** ſeveral abuſes have hitherto been and yet are continued to be committed upon butters, as well by the makers thereof, as by other perſons concerned and dealing therein, in breach and contempt of a ſtatute made in the fourteenth year of the reign of King *Charles* the Second, (intitled an act for the reforming and redreſſing of abuſes, committed in the weight and falſe packing of butters) and although there are ſufficient penalties provided in the ſaid ſtatute for the puniſhing of the ſaid abuſes, yet for want of due encouragement to put the ſame in execution, the ſaid abuſes remain unreformed, to the great detriment of the public: **Now**, to the end the ſaid abuſes may be reformed, and all offenders therein effectually proſecuted upon the ſaid ſtatute, **The** ſubſcribers hereunto do ſeverally, and not jointly, covenant, promiſe and agree, to and with the ſaid *R. K.* by theſe preſents, that they the ſaid ſubſcribers ſeverally ſhall and will, out of every firkin of butter and other goods of theirs, which they ſhall receive at London, from the ſeveral counties and places herein after mentioned, between the firſt day of June 1769, and the firſt day of June 1770, allow and pay the ſeveral ſums of money herein after mentioned, as well towards the proſecuting of ſuch offenders, as for and towards the defending of any actions or ſuits which ſhall be brought or commenced againſt the ſaid traders ſubſcribed or their agents, on account of any duty or demand impoſed, or which ſhall be impoſed on them by any perſon or perſons whatſoever, (that is to ſay) one farthing *per* firkin for all butters, and one penny *per* wey for all cheeſe received at the port of London, from the ports of Ipſwich, Woolbridge, Aldeburgh, and Oxford, and elſewhere in the ſaid county of Suffolk, and one farthing *per* firkin for all butters received as aforeſaid, from any of the ports in Y. and L. (to wit) G. Y. H. W. S. and all other ports in England by ſhipping, and one farthing *per* pot or caſk of butter, and eight-pence *per* ton on all thick and thin cheeſe received at London from C. L. H. G. and all other ſea-ports whatſoever by ſhipping; **Which** ſaid farthing *per* firkin, pot or caſk, and one penny *per* wey, and eight-pence *per* ton on cheeſe, ſhall be collected by ſuch perſons as the committee for the time being ſhall from time to time order and appoint, and by them paid into the hands of the ſaid *R. K.* until order to the contrary by a majority of ſubſcribers at a general meeting; the whole being, as ſhall always be, at a general meeting duly ſummoned: **And it is agreed** by the ſaid parties ſubſcribers, that the monies ſo collected and paid as aforeſaid, ſhall be appropriated and appointed towards the defraying and paying all charges and expences which the ſaid ſubſcribers and their agents ſhall be at in proſecuting and defending themſelves from all actions and ſuits which ſhall be brought againſt them as aforeſaid. **And** that the perſons called a committee, named on the backſide of theſe preſents, by the ſubſcribers, or any three of them, (the whole being duly ſummoned on all occaſions of buſineſs) ſhall and hereby are impowered to draw and take from the ſaid *R. K.* ſuch ſum or ſums of money as he ſhall have in his hands on the account aforeſaid, for the defraying of ſuch charges as they ſhall be put to in the defence of any actions or ſuits, or in proſecuting of any offenders upon the ſaid ſtatute. **And** in caſe of the death of any one or more of them, or that there be cauſe for diſplacing of him or them, no other perſon or perſons ſhall be choſen into his or their room, but by a majority of the ſubſcribers at a general meeting. **And** that if any difference ſhall happen in the committee touching the ſenſe or meaning of any of the articles or other matters herein contained, ſuch difference ſhall be ſettled and determined by a majority of the ſubſcribers at a general meeting, whoſe determination ſhall be final and concluſive. **And it is agreed** by the ſaid ſubſcribers, that if any of their agents, factors or aſſigns, ſhall, within the time limited, by and with the approbation of the ſaid committee or majority of them, or by a majority of the ſubſcribers at a general meeting, proſecute any perſon or perſons upon the ſaid ſtatute for any of the abuſes therein commenced, ſuch agents, factors, or aſſigns, ſhall not only be reimburſed and paid their juſt charges and expences on ſuch proſecutions, but ſhall alſo have and take to their own uſes all the benefit allowed by the ſaid ſtatute, and in caſe of unſucceſs, ſhall likewiſe be reimburſed his and their charges. **And it is further agreed**, that the ſaid eight-pence *per* ton, and one penny *per* wey, and the farthing *per* pot or caſk, formerly paid to the Lord Mayor and officers, be collected and paid into the hands of the ſaid *R. K.* treaſurer for the time being, to be diſpoſed of by a majority of the ſubſcribers at a general meeting: **And** the ſaid *R. K.* doth covenant, promiſe and agree to and with the ſubſcribers, by theſe preſents, to render unto them or to the committee appointed by them, ſo often as thereunto required, a true account of all monies by him received, and diſburſed on the account aforeſaid, and the monies remaining in his hands, ſhall and will pay into the hands of ſuch perſon or perſons, as the ſubſcribers at a general meeting, ſhall order and appoint to receive the ſame, and on ſuch payment the ſaid *R. K.* ſhall ſtand diſcharged

Recitals. Abuſes.

Subſcription.

Fund for proſecution.

In whoſe hands kept.

Death of ſubſcriber.

Differences.

Lord Mayor's officers.

Account.

for a releaſe to R. K.'s widow.

diſcharged from the ſaid ſubſcribers; And to the true performance of ſo much hereof as concerns the ſubſcribers, they do ſeverally, and not jointly, bind and oblige themſelves, their executors and adminiſtrators, unto the ſaid *R. K.* his executors and adminiſtrators, ſeverally by theſe preſents; And to the true performance of ſo much hereof as concerns the ſaid *R. K.* he doth bind and oblige himſelf, his executors and adminiſtrators, unto the ſaid ſubſcribers, their executors and adminiſtrators, firmly by theſe preſents.

In witneſs, *&c.*

*(Wood.)*

*An Agreement to repair and fit up a Houſe in the Manner particularly deſcribed therein, and to grant a Leaſe thereof, with Clauſes for Re-entry, Schedule of Goods, &c. And an Agreement for the Landlord to mend a Coachway.*

Articles, *&c.* Between *J. P.* of, *&c.* and *W. E.* of, *&c.*

The tenant to fit up a houſe.

FIRST, the ſaid *J. P.* in conſideration that the ſaid *W. E.* is to accept of a leaſe from him the ſaid *J. P.* of a meſſuage, *&c.* now fitting up and finiſhing for a term of, *&c.* at ſuch yearly rent, and payable as herein after is mentioned, ſubject alſo to ſuch uſual covenants on the leſſee's part as herein after is mentioned, doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *W. E.* his, *&c.* in manner, *&c.* that he, the ſaid *J. P.* ſhall and will within, *&c.* at his own proper coſts and charges, fit up and finiſh the ſaid meſſuage, *&c.* in a workman-like manner, and make the ſame fit and proper for a tenant to come into and inhabit, and particularly to make and do, or cauſe to be made and done, the ſeveral things herein after mentioned, that is to ſay, *&c.* (*mentioning the things to be done.*) Alſo the ſaid *J. P.* ſhall, *&c.* (*grant a leaſe for years, a pepper-corn rent the firſt year, and* one hundred pounds per annum *for the reſt in the uſual form.*) In which intended leaſe ſhall be contained a clauſe of re-entry, in caſe of non-payment of the yearly rent by the ſpace of twenty-one days next after every quarter or feaſt-day whereon the ſame ought to be paid, as alſo a power for the ſaid *W. E.* to pay the ground-rent, payable to the original landlord in reſpect of the ſaid premiſes, and to deduct the ſame out of his rent; in which ſaid leaſe is alſo to be contained a ſchedule of the ſeveral things before mentioned, and ſuch other things as ſhall be fixed and put in the ſaid meſſuage, *&c.* by the ſaid *J. P.* and not herein before mentioned, to be left at the end of the ſaid term, as in like caſes are uſual, together alſo with ſuch uſual covenants on the leſſee's part as in like caſes are accuſtomed; ſave only, in the covenant for upholding and ſupporting the premiſes, the party and foundation walls belonging to the premiſes ſhall be excepted. Alſo the ſaid *J. P.* ſhall and will, on, *&c.* pave and make the way good, or cauſe, *&c.* from, *&c.* to, *&c.* ſo as the coach of the ſaid *W. E.* may conveniently paſs and repaſs. Alſo, *&c.* (*Covenant to accept ſuch leaſe, and execute a counterpart.*) In witneſs, *&c.*

The particulars to be done.

A leaſe to be granted.

What is to be contained therein.

Re-entry.

Ground rent.

Schedule of goods, *&c.*

Uſual covenants.

Except, *&c.*

To make a way good.

*Agreement to grant a Leaſe of a Houſe, repair, pave before the Door, and pay for Water, and all Taxes; and for vacating the Leaſe on Notice, and relative to Goods and Furniture to remain in the Houſe.*

Articles, *&c.* Between *A. C.* of, *&c.* on the one part and behalf of *H. M.* of the one part, and *C. E.* of, *&c.* of the other part.

Agreement to grant a leaſe.

FIRST, it is agreed by and between the ſaid parties, that the ſaid *A. B.* for and on the behalf of the ſaid *H. M.* ſhall within, *&c.* grant, ſeal, and execute a leaſe to the ſaid *C. E.* of all that, *&c.* for the term of, *&c.* to commence, *&c.* at the yearly rent of ———, to be paid by the ſaid *C. E.* by even and equal quarterly payments, and at the ſame time the ſaid *C. E.* ſhall execute a counterpart of the ſame leaſe.

Counterpart.

The landlord to repair.

And the ſaid *H. M.* or the ſaid *A. C.* on his behalf, is to put the ſaid premiſes into good, ſufficient, and tenantable repair, and is to keep the ſame in good repair during the ſaid term, at the charge and expence of the ſaid *H. M.* and is alſo to keep the pavement before the houſe, and all other things belonging to the ſaid houſe, in good and ſufficient repair during the ſaid term; and is alſo to pay and diſcharge the rent for the water laid, or to be laid into the ſaid houſe, and all parochial and other taxes, charges and aſſeſſments whatſoever, laid or charged, or to be laid or charged, upon the ſaid houſe.

pave.

pay for water, and taxes.

Warning.

And it is alſo agreed, that a clauſe, proviſo or agreement, ſhall be inſerted in the ſaid leaſe, to enable the ſaid *C. E.* to vacate the ſaid leaſe at the end of half the ſaid term, upon giving ſix months notice in writing under his hand, to the ſaid *H. M.* or the ſaid *A. C.* before the end of half the ſaid term, of ſuch his intention to vacate the ſame.

Agreement as to ſuch goods and furniture as ſhall be left in the houſe with the tenant.

And it is alſo agreed, that in caſe the ſaid *A. C.* on the behalf of the ſaid *H. M.* ſhall leave any of the goods or furniture in the ſaid houſe, for the uſe of the ſaid *C. E.* that a ſchedule ſhall be made thereof, and annexed to the ſaid leaſe, and a covenant ſhall be inſerted in the ſaid leaſe, that the ſaid *C. E.* ſhall repair and make good ſuch goods and furniture, and ſhall leave or deliver them to the ſaid *H. M.* of *A. C.* in as good plight and condition at the end of term, as they were in when left in the ſaid houſe; and that if the ſaid *H. M.* or *A. C.* on his behalf, ſhall think fit to take the ſaid goods and furniture, or any part of them, out of the ſaid houſe, at any time or times before the end of the ſaid term, that then, upon demand to be made by them, or either of them, of the ſame goods and furniture, or any part or parts of them, that the ſaid *C. E.* ſhall deliver all ſuch goods or furniture unto the ſaid *H. M.* or *A. C.* in the ſame good plight or condition as they were in when left in the ſaid houſe, reaſonable wearing only excepted.

*(Jones.)*

*Agreement to value Timber on an Eſtate ſold and the Value paid by the Purchaſer of the Eſtate.*

**Articles of Agreement**, &c. **Between** *William Roe*, of, &c. gentleman, of the one part, and *John Tarr*, of, &c. gentleman, and *Catherine Tarr*, of, &c. widow, mother of the ſaid *John Tarr*, of the other part, as follows.

**WHEREAS** the ſaid *W. R.* did lately agree with the ſaid *J. T.* and *C. T.* for the purchaſe of all that, &c. and did agree alſo that he the ſaid *W. R.* ſhould pay for all trees growing upon the premiſes agreed to be purchaſed as aforeſaid, (other than pollard and fruit-trees, and ſuch trees which are not worth in value three ſhillings a piece) ſuch further ſum of money as the ſaid trees (other than and except as aforeſaid) ſhould be appraiſed and valued at by *H. H.* &c. (appraiſer nominated by the ſaid *J. T.* and *C. T.*) and *G. B.* of, &c. (appraiſer nominated by the ſaid *W. R.*) and in caſe they ſhould not agree in the value of the ſaid trees agreed to be paid for as aforeſaid, then ſuch further ſum of money as a third perſon, to be choſen by the ſaid *H. H.* and *G. B.* ſhould value the ſame trees at: **And whereas** in purſuance of the ſaid agreement the ſaid meſſuages, lands and premiſes agreed to be purchaſed as aforeſaid, have at the requeſt of the ſaid *W. R.* been conveyed unto and to the uſe of him and one *W. J.* and their heirs; and the ſaid ſum of one thouſand ſix hundred and eighty pounds hath been paid to the ſaid *J. T.* and *C. T.* by the ſaid *W. R.* but the ſaid trees agreed to be paid for as aforeſaid have not yet been valued: **Now theſe Preſents witneſs**, that it is hereby declared and agreed by and between the ſaid parties to theſe preſents, as follows, *viz.* That he the ſaid *H. H.* and *G. B.* ſhall make and declare the valuation of the ſaid trees agreed to be paid for as aforeſaid on or before the firſt day of March next enſuing the date of theſe preſents; and in caſe they ſhall not agree in the valuation of the trees to be valued as aforeſaid on or before the ſame day, that then they ſhall forthwith nominate and agree upon a third perſon to make his valuation of the ſaid trees agreed to be valued as aforeſaid, which valuation ſhall be made and declared on or before the tenth day of March next enſuing the date of theſe preſents. **And** the ſaid *W. R.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. T.* and *C. D.* their executors and adminiſtrators, that he the ſaid *W. R.* his executors or adminiſtrators, ſhall and will within the ſpace of twenty days next, after the ſaid *H. H.* and *G. B.* ſhall have declared ſuch their valuation, to be made by them as aforeſaid; or in default of ſuch valuation, then within the ſpace of twenty days next after ſuch third perſon to be nominated as aforeſaid, ſhall have declared ſuch his valuation to be made as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *J. T.* and *C. T.* their executors, adminiſtrators or aſſigns, ſuch ſum of lawful money of England, and by ſuch valuation which ſhall be made and declared as aforeſaid, the ſaid trees agreed to be valued as aforeſaid, ſhall amount unto. **And** the ſaid *J. T.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *C. T.* for herſelf, her heirs, executors and adminiſtrators, do, and each of them doth covenant, declare and agree, to and with the ſaid *W. R.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, as follows, *viz.* That they the ſaid *J. T.* and *C. T.* ſhall and will accept of ſuch ſum of money as the ſaid trees agreed to be valued as aforeſaid, by ſuch valuation as ſhall be made and declared as aforeſaid, ſhall amount unto, in full ſatisfaction for ſuch trees: and ſhall and will on receipt of ſuch ſum acquit, releaſe and diſcharge the ſaid *W. R.* and *W. J.* their heirs, executors, adminiſtrators and aſſigns, of and from all contracts and agreements for, touching or concerning ſuch trees, to be valued as aforeſaid, in ſuch manner as their or any of their counſel learned in the law ſhall reaſonably adviſe or deviſe and require; and ſhall and will on or before ſuch receipt deliver or cauſe to be delivered unto the ſaid *W. R.* his heirs or aſſigns, all ſuch deeds, evidences and writings as touch or concern the ſaid premiſes, conveyed as aforeſaid, which they the ſaid *J. T.* *C. T.* and *W. V.* gentleman, their agent or attorney, or any of them, have or hath in their or any of their cuſtody or power, or which they or any of them can come by without ſuit in law or equity. **Provided always**, That if either of the ſaid appraiſers nominated as aforeſaid, or ſuch third perſon to be nominated as aforeſaid, ſhall die before any ſuch valuation as aforeſaid ſhall be made and declared as aforeſaid, then and in ſuch caſe ſome other perſon or perſons ſhall immediately after ſuch dying be nominated in the room or ſtead of ſuch perſon or perſons ſo dying; by ſuch perſon or perſons who had before nominated ſuch perſon or perſons ſo dying; and in caſe of any ſuch new nomination or nominations, time ſhall be allowed for making a valuation of the ſaid trees agreed to be valued as aforeſaid, and for payment of the monies agreed to be paid for the ſame perſonally, to the reſpective times herein before particularly mentioned and allowed for making a valuation of the ſaid trees, and for payment of the monies agreed to be paid for the ſame. **And** for the true performance of ſuch of the covenants and agreements herein before contained, which on the part and behalf of the ſaid *W. R.* his heirs, executors or adminiſtrators, ought to be performed, according to the true intent and meaning of theſe preſents, he the ſaid *W. R.* doth hereby bind and oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid *J. T.* and *C. T.* their executors, adminiſtrators and aſſigns, in the penal ſum of one thouſand two hundred pounds. (*The like covenant from* J. T. *and* C. T. *to the ſaid* W. R.) **In witneſs**, &c.

(*Jones.*)

Recital of an agreement for a purchaſe of lands, that the trees thereon ſhould be valued, and the value paid to the bargainer; that the lands have been accordingly conveyed, but the trees have not yet been valued,

Agreement to make a valuation, or refer the ſame to a third perſon.

Covenant to pay according to the valuation.

Covenant to accept the ſame, and ſign an acquittance,

and deliver up deeds concerning the premiſes conveyed

Proviſo in caſe of death of any of the appraiſers.

Penalty.

*Memorandum indorſed on the above Articles.*

**MEMORANDUM**, That before the ſealing of the within written articles it was agreed between the parties thereto, that ſuch perſon or perſons, who by virtue of the within articles ſhall make and declare the valuation of the trees thereby agreed to be valued, ſhall alſo make and declare a valuation of all ſuch trees (other than fruit-trees and pollards) as are growing upon the lands and premiſes agreed to be purchaſed, as within the written articles is mentioned, which they ſhall find to be worth more than two ſhillings and ſix-pence a-piece, and not worth three ſhillings a-piece; and in caſe ſuch trees upon ſuch valuation ſhall amount in value to more than thirty pounds, that then the ſaid *W. R.* his executors

Memorandum as to the value of the trees.

cutors or adminiſtrators, ſhall pay unto the ſaid *J. T.* and *C. T.* their executors or adminiſtrators, ſuch ſum of money as the ſame trees worth more than two ſhillings and ſix-pence a-piece, and not worth three ſhillings a-piece, ſhall upon a valuation to be made thereof as aforeſaid amount to more than thirty pounds.

*Agreement for the Sale of a Quantity of Goods or Merchandize expected from abroad, and to deliver the ſame on the Ship's Arrival; and if more in Quantity arrives, the above Purchaſer to have the Preference in buying the Surplus.*

**Agreed** the, &c. **Between** *T. S.* of, &c. of the one part, and *J. H.* of, &c. *A. W. T. G.* and *J. B.* &c. of the other part, as follows, *viz.*

Sale of a quantity of tar, if ſo much comes by the next ſhips.

**THE ſaid** *T. S.* for the conſideration herein under mentioned, doth hereby ſell unto the ſaid *J. A. A. W.* &c. two hundred and fifty laſts of good merchantable Ruſſia tar, accounting the laſtage thereof according to cuſtom, if the ſaid *T. S.* ſhall have the ſaid quantity of tar arrive at London from A. in R. by the next ſhips from thence, after the date hereof. **And** the ſaid *T. S.* for himſelf, his executors,

Covenant to deliver the ſame.

and adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. H,* &c. their executors, adminiſtrators and aſſigns, jointly and ſeverally, that he the ſaid *T. S.* his executors or adminiſtrators ſhall and will within ——— days after the arrival of the next ſhips from A. into the river of T. after the date hereof, deliver or cauſe the ſaid ——— laſts of tar ſo ſold as aforeſaid, to be delivered unto the ſaid *J. H.* &c. their executors, adminiſtrators or aſſigns, or to their order, or to ſome or one of them, at, &c. or at their ſeveral wharfs in or near L. if he ſhall have the ſaid quantity arrive at L. by the next ſhips as aforeſaid. **In conſideration** of which ſaid ——— laſts of tar ſo ſold and delivered as aforeſaid, the ſaid *J. H.* &c. do hereby for themſelves, their executors, adminiſtrators and aſſigns, jointly and ſeverally covenant, promiſe and agree to and with the ſaid *T. S.* his executors, adminiſtrators and aſſigns, that they the ſaid *J. H.* &c. their executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will truly pay or cauſe to be paid unto the ſaid *T. S.* his executors, adminiſtrators or aſſigns, ſo much lawful money, &c. as the ſaid tar ſhall amount unto, at and after the rate of ——— *per* laſt, accounting the laſtage thereof according to cuſtom, within ——— after delivery thereof as aforeſaid. **And it is agreed** between the ſaid parties, that if the ſaid *J. H.* &c. ſhall pay the ſaid monies which the ſaid tar ſhall amount unto, immediately after the delivery thereof, that then the ſaid *T. S.* ſhall and will diſcount and allow thereout, after the rate of ——— *per cent. per annum*, for prompt payment. **And it is agreed** between the ſaid parties, and the ſaid *T. S.* for himſelf, his executors and adminiſtrators, doth covenant and agree with the ſaid *J. H.* &c. their executors, adminiſtrators and aſſigns, jointly and ſeverally, that if the ſaid *T. S.* ſhall have a greater quantity of tar than the ſaid ——— laſts arrive as aforeſaid by the next ſhips from A. ſo as the ſame do not exceed ——— barrels in the whole, including the ſaid ——— laſts, (which the ſaid *T. S.* promiſes his whole importation by the next ſhips ſhall not exceed) in ſuch caſe the ſaid *J. H.* &c. ſhall for ——— days time after arrival of the ſaid tar, have the preference before any other to buy the ſaid farther quantity of tar at the rate ——— *per* laſt, and to pay for the ſame in ——— after delivery as aforeſaid. *(Mutual Penalties may be added.)* **In witneſs,** &c.

Covenant to pay for the ſame.

Allowance for prompt payment.

If more in quantity arrives, the above purchaſer to have the preference and time for payment.

*(Wood.)*

*Articles for the Purchaſe of a Monaſtery, Manor,* &c. *to be compleated within a certain Time. Agreement in Caſe of either Party's Default. Agreement for the Vendor's taking off his Stock,* &c.

**Articles of Agreement,** indented, had, made and agreed upon this tenth day of Auguſt in the year of our Lord 1775, between *Abel Aſh,* of London, Eſquire, of the one part, and Sir *Bryan Bee* of Crowder, in the county of Cornwall, Baronet, of the other part, as follows.

The conſideration.

**THE ſaid** *Abel Aſh,* in conſideration of the covenants and agreements herein after contained on the part and behalf of the ſaid Sir *Bryan Bee,* **doth** hereby for himſelf and his heirs covenant and agree

The vendor covenants to aſſure within a certain time,

to and with the ſaid Sir *Bryan Bee,* that he the ſaid *Abel Aſh,* or his heirs, and all perſons claiming under or in truſt for him or them, ſhall and will at the coſts and charges of the ſaid Sir *Bryan Bee,* or his heirs, on or before the firſt day of October next enſuing the date hereof, by ſuch good and ſufficient conveyances and aſſurances in the law as the council of the ſaid Sir *Bryan Bee,* or his heirs ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto the ſaid Sir *Bryan Bee* and his heirs, or to ſuch perſon or perſons as he or they ſhall in that behalf nominate or appoint, free from incumbrances, (except tenants leaſes) and with uſual and reaſonable covenants againſt the ſaid *Abel Aſh* and his heirs, and all perſons claiming under or in truſt for him, them or any of them, **all** his the ſaid *Abel Aſh* his ſcite of the late monaſtery of Durrows, with the appurtenances in the county of Dorſet, and his manor of Durrows, with the appurtenances, in the ſame county, and all his meſſuages, lands, tenements, iron works, hereditaments and real eſtate in the ſame county, by him lately purchaſed of the Earl of Enfield and others.

with uſual covenants.

The parcels.

The purchaſor covenants to pay the purchaſe-money within the like time.

**And the ſaid** Sir *Bryan Bee,* in conſideration of the premiſes, **doth** hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree with the ſaid *Abel Aſh,* his heirs, executors, and adminiſtrators, that he the ſaid Sir *Byran Bee,* his heirs, executors and adminiſtrators, ſhall and will on or before the ſaid firſt day of October, and upon making and executing ſuch conveyances as aforeſaid, pay, or cauſe to be paid unto the ſaid *Abel Aſh,* his heirs, executors or adminiſtrators, the full ſum of forty thouſand pounds of lawful money of Great Britain, for the purchaſe-money of the ſaid eſtate and premiſes.

**And it is agreed** by and between the ſaid parties to theſe preſents, that the ſaid Sir *Bryan Bee* ſhall be let into poſſeſſion of the premiſes at Michaelmas next, but that all arrears of rent, fines, caſualties and other profits ariſing from the ſaid eſtate and premiſes, or any part thereof, which now are, or on or before Michaelmas

Michaelmas next ſhall be due or payable, together with the fines, perquiſites and profits, which are or ſhall incur or become due, at or before the next court to be held for the ſaid manor (and which it is agreed ſhall be held by and in the name of the ſaid *Abel Aſh*, or his heirs, on or before the thirtieth day of this inſtant Auguſt) ſhall belong to and be received by the ſaid *Abel Aſh*, his heirs, executors or adminiſtrators, and that he and they ſhall have full and free liberty to receive and get in the ſame accordingly.

Proviſion in caſe of delay by default of either party.

**And it is alſo agreed,** That if by reaſon of any delay, neglect or default by or on the part of the ſaid Sir *Bryan Bee*, or his heirs, or his or their counſel or agents, the ſaid conveyances of the ſaid eſtate and premiſes ſhall not be ready and tendered to the ſaid *Abel Aſh*, or his heirs, to be executed on or before the ſaid firſt day of October, and the ſaid forty thouſand pounds purchaſe-money be not then accordingly paid, then and in ſuch caſe the ſaid Sir *Bryan Bee*, his heirs, executors, or adminiſtrators, ſhall and will pay and allow to the ſaid *Abel Aſh*, his heirs, executors, or adminiſtrators, intereſt for the ſaid forty thouſand pounds, at the rate of four pounds *per cent. per annum*, to be computed from the ſaid firſt day of October, until the ſaid forty thouſand pounds ſhall be paid as aforeſaid; but if by reaſon of any delay, neglect, or default, by or on the part of the ſaid *Abel Aſh*, or any claiming under him, ſuch conveyances as aforeſaid ſhall not be executed on or before the ſaid firſt day of October, then and in ſuch caſe no ſuch intereſt as aforeſaid ſhall be paid or allowed during the time of ſuch delay of the ſaid *Abel Aſh*.

Agreement to allow the vendor, &c. proper room, &c. for removing his ſtock.

**And the ſaid** Sir *Bryan Bee* **doth** hereby covenant and agree, that until the ſaid *Abel Aſh*, his heirs, executors, adminiſtrators or aſſigns, can conveniently threſh out, ſell, carry away, or otherwiſe diſpoſe of his corn, grain, hay, hops, and other ſtock now being upon the premiſes, or any part thereof, he and they ſhall have and enjoy ſuitable barn-room, and other conveniencies upon the premiſes wherein to lodge, lay up and beſtow ſuch corn, grain and hay as aforeſaid, and likewiſe ſuitable houſe-room for his and their ſervants, agents and horſes, to be employed for the purpoſes aforeſaid, together with free liberty of ingreſs, egreſs, regreſs, way and paſſage to go, come, threſh out, fetch and carry away the ſame corn, grain, hay, hops, and other ſtock, and every or any part thereof, in or over any neceſſary part of the ſaid purchaſed premiſes, doing no wilful damage to the ſame. **In witneſs,** &c.

*(Horſeman.)*

*An Agreement for letting two Houſes, to be joined into one, by ſeveral on Behalf of themſelves and two Infants during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Chancery; the Tenant to repair, &c. with Agreements concerning quitting Premiſes when the Infants are of Age, or ſtaying, and rebuilding the Party-wall between the two Houſes, &c.*

**Articles** &c. **Between** *M. L.* of, &c. and *A.* his wife, *E. B.* of, &c. ſpinſter, *M. B.* of, &c. ſpinſter, and *J. B.* of, &c. ſpinſter, (now an infant) and *A. J.* of, &c. Gentleman of the one part, and *W. C.* of, &c. Malt-diſtiller, of the other part. in manner as follows, that is to ſay.

*A. J.* receiver of rents for four years & an half, at which time *J.* and *M. B.* will be of age. Agreement to take a leaſe for that term. In conſideration of repairs and rent, *M. L.* and *A.* his wife, and *E. B.* on their and *J.* and *M. B.* infants behalfs, grant parcels.

**WHEREAS,** &c. (*Recital of an order in Chancery, for a maſter to appoint a receiver of rents who ſhould give ſecurity to account. Appointment made and ſecurity given by* A. J.) And he the ſaid *A. J.* by virtue of the ſaid order, now is receiver of the rents of the ſaid premiſes, and is ſo to continue until ſuch time as the ſaid *J.* and *M. B.* (now infants) ſhall attain to their ſeveral ages of twenty-one years, which will be about four years and an half hence: **And whereas** the ſaid *A. L.* and *E. B.* having attained their ſeveral ages of twenty-one years, and being now entitled to the premiſes of and in the ſaid real eſtate, he the ſaid *W. C.* hath agreed to take from them a leaſe of the two meſſuages or tenements herein after mentioned (being part of the ſaid real eſtate late of the ſaid *J. B.*) at ſuch yearly rent, and with and under ſuch covenants and agreements, and in manner herein after mentioned and expreſſed: **Now theſe Preſents witneſs,** That in conſideration the ſaid *W. C.* hath agreed forthwith out of his own proper money to diſburſe and lay out the ſum of fifty pounds and upwards, in the repairing and making good improvements on the ſaid two meſſuages or tenements and premiſes, and alſo in conſideration of the yearly rents, covenants and agreements herein after reſerved and contained on the part and behalf of the ſaid *W. C.* his, &c. to be paid and performed, they the ſaid *M. L.* and *A.* his wife, and *E. B.* as well for and in behalf of themſelves, as alſo on behalf of the ſaid *J.* and *M. B.* the infants, **have**, and each and every of them **hath**, and by theſe preſents **do**, and each and every of them **doth** demiſe, leaſe and to farm let unto the ſaid *W. C.* **all thoſe** two meſſuages, &c. ſituate, &c. and as the ſame late were in the occupation of *T. M.* and now of the ſaid *W. C.* together with all edifices, &c. together with full and free liberty for him the ſaid *W. C.* his executors, adminiſtrators and aſſigns, at his and their charge, to pull and take down the party-wall now ſtanding between the two ſaid meſſuages or tenements, and to lay the ſame into one entire meſſuage, and alſo to make ſuch other ſeveral alterations and conveniencies therein for the trade of a diſtiller, in ſuch manner as he or they ſhall at any time think fit, during the term hereby demiſed (except and always reſerved unto the ſaid *M. L.* and *A.* his wife, *E. B. J.* and *M. B.* and their aſſigns, at any ſeaſonable time or times, during the continuance of this demiſe, free liberty to come into or upon all or any part of the hereby demiſed premiſes, to view the repairs thereof, and to give and leave notice for the neceſſary repairing and amending the ſame;) **To have and to hold** the ſaid meſſuage or tenements hereby, and all and ſingular other the herein before mentioned and intended to be hereby demiſed premiſes with their appurtenances, unto the ſaid *W. C.* his executors, adminiſtrators and aſſigns, from, &c. for and during, &c. of four years and a half, from thence, &c. **Yielding and paying** therefore yearly and every year during the ſaid term, unto the ſaid *A. J.* or ſuch other perſon or perſons as ſhall be appointed receiver of the rents of the ſaid premiſes, in truſt nevertheleſs for the above named *M. L. A.* his wife, *E. B. J. B.* their heirs and aſſigns, the yearly rent or ſum of ſixty pounds, of, &c. on, &c. *And*, &c. (*Covenants*, viz. *for the tenant to pay the rent to the receiver, and to lay out the fifty pounds on repairs and alterations, and produce proper vouchers for the ſame, to keep the ſame in repair, that he ſhall peaceably enjoy. Proviſo of re-entry*, &c. See Tit. **Covenants** and **Leaſes.**) **And laſtly,** it is hereby mutually covenanted, agreed and declared, by and between all and every the parties hereunto, for themſelves and for their reſpective executors and adminiſtrators, and the true intent and meaning of them and of theſe preſents is and are, that in caſe after the expiration of the ſaid hereby demiſed term of four years and an half, that

Liberty.

Exception as to view.

Habendum.

Reddend. to the receiver.

Agreement, that if the tenant continues after the end of the fours years and an half, the rent

to be raiſed, but may quit the ſame without making good the alterations.

that he the ſaid *W. C.* his executors, adminiſtrators, and aſſigns, ſhall think fit to continue a tenant of and in the ſaid hereby leaſed premiſes, and that they the ſaid *M. L. A.* his wife, *E. B. M. B.* and *J. B.* or any of them, ſhall from thenceforth raiſe any further increaſe of rent for the ſaid premiſes, over and above the ſaid preſent yearly rent of ſixty pounds, reſerved for the ſame as aforeſaid, and that he the ſaid *W. C.* his executors or aſſigns, on raiſing of ſuch rent ſhall think fit to quit the premiſes; then and in ſuch caſe he the ſaid *W. C.* his executors, adminiſtrators and aſſigns, ſhall not at his or their charge be obliged to new-build the ſaid party-wall ſo to be by him pulled down, or to make good any of the alterations and conveniencies to be by him and them made in the ſaid hereby demiſed premiſes as aforeſaid; **But** in caſe at the end of the ſaid term of four years and an half, the ſaid *W. C.* his executors, adminiſtrators or aſſigns, (if ſo required) ſhall refuſe to take a further term of years in the ſaid hereby leaſed premiſes, at and under the ſaid yearly rent of ſixty pounds, and with and under ſuch covenants, conditions, and agreements, as are herein before reſerved and contained, and that he the ſaid *W. C.* his executors, adminiſtrators, or aſſigns, at the end of the ſaid term of four years and an half, of his or their own free will ſhall then voluntarily quit and leave the ſaid hereby demiſed premiſes; then and in ſuch caſe (but not otherwiſe) he the ſaid *W. C.* his executors, adminiſtrators and aſſigns, (if ſo required) ſhall and will at his and their own proper coſts and charges, in a good and ſubſtantial and workman-like manner, rebuild as well the ſaid party-wall, as alſo make good all ſuch alterations as ſhall be by him or them made of or in the ſaid premiſes as aforeſaid. **In witneſs**, *&c.*

But if he refuſes a farther leaſe at the ſame rent, ſhall make good ſuch alterations.

*(Wood.)*

*Guardians Conſent and Approbation to be indorſed, they not having joined in the above Articles.*

I Dame *E. J.* (guardian to the within named *J. B.* an infant) and I *A. B.* widow, (guardian to the within named *M. B.* alſo an infant) having peruſed the within written leaſe, made from the within named leſſors to the within named *W. C.* of the meſſuages and premiſes within demiſed in manner as within expreſſed; **And we**, the ſaid guardians, conceiving the ſame to be an improvement of the premiſes, and that the ſame will be for the benefit and advantage as well of the ſaid leſſors as alſo of the ſaid infants; therefore we the ſaid guardians (for and on the behalf of the ſaid infants only) do hereby, as far as in us lies, conſent to and approve of the ſaid leaſe ſo made to the ſaid *W. C.* in manner as within is mentioned and expreſſed. **As witneſs** our hands the ——— day of, *&c.*

*Agreement for letting Part of a Shop, with other Conveniencies. for one Year, and for ſo long Time afterwards as the Parties ſhall agree upon; with a Proviſo as to Notice for quitting, and Agreements for fitting up the Shop,* &c.

**Articles of Agreement**, indented, had, made, concluded, and agreed upon, this eighth day of Auguſt, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *J. F.* of, *&c.* of the one part, and *M. B.* of, *&c.* of the other parts, as follows:

Recitals.

**WHEREAS** the ſaid *J. F.* is now poſſeſſed of and in a certain meſſuage, tenement, or dwelling-houſe, commonly called, *&c.* oppoſite **Exeter 'Change** in the Strand, in the County of M. **And whereas** the ſaid *J. F.* is deſirous of taking the ſaid *M. B.* to be an undertenant of part of the ſaid meſſuage or dwelling-houſe; **Therefore it is agreed** upon, by and between the ſaid parties to theſe preſents in manner and form following, (that is to ſay) **Firſt** the ſaid *J. F.* in conſideration of the ſum of eight pounds *per ann.* to be paid quarterly, to wit, two pounds *per* quarter from Michaelmas day next, by the ſaid *M. B.* to the ſaid *J. F.* for and during the term hereafter mentioned, the ſaid *J. F.* doth covenant, promiſe and agree, to permit the ſaid *M. B.* to have the uſe, poſſeſſion and occupation of that ſide of the ſhop in the aforeſaid meſſuage next, *&c.* and alſo the room and cloſet adjoining to the ſaid ſhop, and likewiſe liberty to uſe and take ſo much water from ſuch part of the ſaid houſe, as the ſame may come in, as need or occaſion ſhall require, for and during the term of one whole year from, *&c.* next enſuing (if he the ſaid *J. F.* be and continue ſo long in the poſſeſſion of the ſaid meſſuage or dwelling-houſe) and from thence ſo long as both parties ſhall agree. **Provided always**, and it is hereby agreed upon by and between the ſaid parties, that if the ſaid *J. F.* ſhould want the ſaid *M. B.* out of the ſaid houſe after the expiration of the ſaid one year, he ſhall give unto her a quarter's warning in writing, and at the end of the ſaid quarter ſhe ſhall peaceably yield up unto the ſaid *J. F.* the ſaid ſide of the ſhop, room and cloſet; or if the ſaid *M. B.* ſhall after the expiration of the ſaid one year have a mind to leave the ſaid ſhop, room and cloſet, ſhe ſhall give the like warning to the ſaid *J. F.* **And** it is alſo agreed between the ſaid parties, that the ſaid *J. F.* ſhall and will allow one guinea out of the firſt quarter's rent or payment towards fitting up the ſaid ſide of the ſhop; and ſhall likewiſe order ſome or one of his ſervants to ſhut up the windows and ſhutters belonging to the ſaid ſide of the ſhop, without any expence to the ſaid *M. B.* as often as occaſion ſhall require, for ſo long time as ſhe ſhall continue a tenant as aforeſaid; **And** that the ſaid *M. B.* ſhall not during ſuch time as aforeſaid, ſell in the ſhop any, *&c.* or other goods that may hinder or prejudice the ſaid *J. F.* in his way of trade. **In witneſs**, *&c.*

Conſiderations.

Proviſo.

*(Newnam.)*

*Articles*

*Articles of Agreement to end Differences about watering of Meadows, and keeping off Flood Hatches, &c.*

Articles, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part.

WHEREAS there have lately riſen between the ſaid parties divers controverſies and diſputes concerning the uſe and enjoyment of the water running in a certain brook or rivulet commonly called, &c. for the overflowing, watering, and improving of a certain plot of meadow ground belonging to the ſaid *C. D.* commonly called or known by the name of, &c. in, &c. containing, &c. and likewiſe concerning the repairing and amending of the hatches, commonly called or known by the names of C. and E. ſet up by the ſaid *C. D.* and *A. B.* between the ſaid meadow, called, &c. and a parcel of meadow belonging to the ſaid *A. B.* Now for the putting a final end and amicable concluſion to all the controverſies and differences aforeſaid, and for the aſſerting and aſſuring the ſeveral rights of either of them the ſaid parties in the future uſe and enjoyment of the ſaid water, to their mutual benefit and advantage, It is hereby fully agreed and concluded by and between the ſaid parties to theſe preſents, and they the ſaid *A. B.* and *C. D.* do for themſelves reſpectively, and not the one for the other, and for their ſeveral reſpective heirs, &c. covenant, &c. to and with each other and their reſpective heirs, &c. by theſe preſents, in manner and form following, that is to ſay, That for and during ſo long time as he the ſaid *C. D.* ſhall think fit and keep the ſaid hatches called C. for the watering of the ſaid meadow, called, &c. he the ſaid *C. D.* his, &c. ſhall and will from time to time, and at all times, when and as often as need ſhall require, at his and their own proper coſts and charges, well and ſufficiently repair, amend and maintain the ſaid hatches called C. in ſuch manner as the ſame may be uſeful, as well to and for the watering, overflowing and improving of the ſaid meadow belonging to the ſaid *A. B.* called, &c. as of the ſaid meadow, called, &c. belonging to the ſaid *C. D.* And that during all ſuch time as ſaid hatches called E. ſhall continue to the uſe aforeſaid, he the ſaid *A. B.* his, &c. ſhall and will, from time to time, and at all times, when and as often as need ſhall require, at his and their own proper coſts and charges, well and ſufficiently repair, amend, and maintain the ſaid hatches called E. whereby the ſame may be likewiſe uſeful for watering the ſaid meadow called, &c. belonging to the ſaid *C. D.* And that they the ſaid *A. B.* and *C. D.* their, &c. ſhall and may from henceforth and at all times, whilſt the ſaid hatches ſhall remain and continue as aforeſaid, peaceably and quietly uſe, have, take and enjoy, the ſaid hatches, for the watering, overflowing and improving their ſaid reſpective meadows alternately, for and by the ſpace of one week for each and every three acres in the ſaid meadow contained, that is to ſay, the ſaid *C. D.* ſhall and may uſe, have, take and enjoy the ſame, three weeks, for and in reſpect of the nine acres contained in his ſaid meadow; And the ſaid *A. B.* ſhall and may take, uſe, and enjoy the ſame two weeks, for and in reſpect of the ſix acres in his ſaid meadow contained; and that as often in every year, and in turn as aforeſaid, as occaſion ſhall require, without any let, hindrance, moleſtation, or interruption of either of them, their or either of their heirs, &c. And alſo that ſuch of them the ſaid parties, their, &c. who ſhall firſt cut and mow his or their reſpective meadow in the beginning of each and every ſeaſon, ſhall have the preference and liberty firſt to make uſe of and enjoy the ſaid water and hatches during the time hereby allotted and appointed as aforeſaid, and afterwards the other alternately in manner aforeſaid. And for the true performance, &c. In witneſs, &c.

Recital.

Agreement.

*(Wood.)*

*An Agreement to end Suits by conveying ſeveral Manors, &c. to Truſtees, to make Sale thereof for Payment of Debts, and the Profits of the Premiſes before Sale to be received by the Truſtees for Payment of the Intereſt of the Debts, and for ſettling ſuch Lands as ſhall remain after the Debts paid, as alſo of other Lands to ſeveral Uſes, and for building a capital Meſſuage, with Power to make Leaſes for Years or Lives, as Tenants in Tail have by Law.*

Articles, &c. Between the moſt noble *H.* Duke of N. Earl Marſhal of England, of the one part, and the Right Honourable *H.* Earl of A. Lord *M.* eldeſt ſon and heir apparent of the ſaid Duke, of the other part.

WHEREAS the ſaid Lord *A.* hath, ſince his marriage ſettlement, bearing date, &c. brought ſeveral ſuits againſt his father, and the ſaid Duke and others make claims to the preſent poſſeſſion or reverſion of ſeveral parts and parcels of the manors, lands and eſtate of the ſaid Duke herein after mentioned; and the ſaid Duke and Earl being both of them deſirous to put an end to all ſuits and differences between them, and the ſaid Earl having for that purpoſe made an humble addreſs to the ſaid Duke his father, to deſire of him the ſaid Duke, that in conſideration of the releaſes of all his ſaid claims and pretenſions, and joining in ſettlements, and cutting off of intails upon himſelf, and ſeveral other conſiderations herein after mentioned, his Grace would be pleaſed to conſent that theſe articles between him and the ſaid Duke may be agreed unto; and he the ſaid Duke out of his paternal affection to the Earl, and for the preventing the damage which might accrue to the family by their diſcord, and for better ſecuring peace and quiet to himſelf and all his children, and other honourable branches of his family, being willing to grant the ſame; It is therefore mutually agreed between the ſaid parties to theſe preſents, and the ſaid Duke of N. and Earl of A. do hereby mutually promiſe and agree to and with each other, that for raiſing the ſum of twenty-one thouſand three hundred and forty pounds, for payment of the debts in the ſchedule hereunto annexed, which hath reference to this article, and the payment of the intereſt thereof until the ſame can be diſcharged, the fee and inheritance of the manor, &c. in the county of L. the two farms in W. in the county of W. and all and either of the eſtate or eſtates in the ſaid county of L. and W. or either of them, S. farm in W. in the county of Y. the rent in fee-ſimple of twenty-four pounds eight ſhillings and nine-pence, iſſuing out of the manor of L. with the rights, &c. in the county of Y. and alſo the manor of B. being in the city and county of L. and divers lands in D. in the manor of B. in the ſaid county of L. and all other their hereditaments in the ſaid county of L. alſo the manor of A. in the county of S. and all other meſſuages and lands in

Recitals.

That parties are deſirous to end ſuits.

Agreement for raiſing the ſum of 21,340l. for payment of debts.

Manors to be ſold,

in A. aforeſaid, or elſewhere in the ſaid county of S. except the capital meſſuage in W. in the ſaid county of S. now in the tenure of the ſaid Duke or his aſſigns, and other the meſſuages, lands and tenements of him the ſaid Duke in W. aforeſaid, ſhall be conveyed by the parties to theſe preſents to *F. H.* of, *&c.* Eſq. *P. R.* of, *&c.* Eſq. and *C. R.* of, *&c.* in the county of Y. Clerk, and their heirs; **In truſt** forthwith to
For raiſing ſame. make ſale of all or any part of the ſaid manors, lands and premiſes, to raiſe the ſaid ſum of twenty-one thouſand three hundred and forty pounds, and it is hereby further mutually agreed, that until the ſaid twenty-one thouſand three hundred and forty pounds be raiſed by ſuch ſale and ſales, that the rents, iſſues and profits of the ſaid manors and premiſes ſhall be received by the ſaid truſtees, and applied to pay the intereſt of the ſaid twenty-one thouſand three hundred and forty pounds half yearly, excepting only, that no intereſt is to be paid or allowed for the ſum of fifteen hundred pounds mentioned in the ſaid ſchedule, and part of the ſaid twenty-one thouſand three hundred and forty pounds, and what of the ſaid lands ſhall remain unſold after the ſaid twenty-one thouſand three hundred and forty pounds ſhall be raiſed by ſuch ſales, and all intereſt paid as aforeſaid, the remainder of the ſaid lands, if any ſhall be, to be and remain to the ſaid Earl of A. for life, with remainder to his firſt and other ſons in tail male ſucceſſively, with like remainder over in tail to all other the ſons and brothers of the ſaid Duke for life, with remainder to their firſt and other ſons in tail, with other remainders over in ſuch ſort and manner, and as the caſtle and manor of S. is limited by the ſaid Earl's marriage ſettlement, made in the ſaid year, *&c.* **And it is further agreed** between the ſaid parties, that the ſaid Duke will yearly pay, out of the revenue of his other eſtate to the ſaid truſtees, the
252l. to be paid yearly for diſcharging intereſt of ſaid 21,340l. yearly ſum of two hundred and fifty-two pounds towards the diſcharging of the intereſt of the ſaid debt of twenty-one thouſand three hundred and forty pounds. **Provided always,** and it is hereby agreed, that upon ſale of any part of the premiſes, ſo much as the intereſt of the ſame raiſed at five *per cent.* doth exceed the yearly rent of the lands ſold, according to the rents in the ſchedule annexed, ſo much ſhall be abated out of the ſaid yearly payment of two hundred and fifty-two pounds, until the whole payment by that means ſhall ceaſe. **And it is agreed** by and between the ſaid Duke and Earl, that the manors of R. and K. with the rectory of R. in the county of Y. as in the ſchedule hereunto annexed which referreth to this article, ſhall be conveyed and releaſed by the ſaid Earl to the ſaid Duke, as the counſel of the ſaid Duke ſhall adviſe. **And it is alſo agreed** by and between the ſaid Duke and Earl, that the manors of B. B. S. and the prior manor of B. and the manor of E. with the rights, *&c.* all which are to be aſcertained and mentioned in a ſchedule to be hereto annexed, and have reference to this article, ſhall be conveyed to the Lord *T. H.* in fee, and
Mortgage to be paid off. that the ſum of ſeven thouſand five hundred pounds, which the premiſes are now in mortgage for, ſhall be paid and diſcharged out of the firſt monies that ſhall be raiſed out of the truſt of making the leaſes of the N. eſtate, mentioned hereafter in the ſixth article, and that the premiſes to be conveyed to the ſaid *T. H.* ſhall be charged and chargeable with the annuities of four hundred and forty pounds *per ann.* mentioned in one other of the ſchedules hereunto annexed, which likewiſe hath reference to this article. **And it is alſo agreed**
Other manors to be conveyed for 99 years, to ſecure 10001. by the ſaid Duke and Earl, that the manors, *&c.* in the county of Y. whereof the Duke is now tenant for life in poſſeſſion, in a ſchedule hereunto annexed, ſhall be conveyed by the ſaid Earl and Lord *T.* by leaſe of ninety-nine years to *S. F. N. F.* and *C. B.* as a ſecurity for payment of one thouſand pounds *per ann.* after the death of the ſaid Duke, to ſuch perſon or perſon as the ſaid Duke ſhall by deed or will appoint; and for want of ſuch appointment to the Lady Ducheſs of N. that now is, her executors and adminiſtrators, for the remainder of the term of nine years, to commence from Michaelmas-day laſt paſt, the ſaid one thouſand pounds *per ann.* to be paid half yearly at Lady-day and Michaelmas; and the firſt payment to b made at Michaelmas or Lady-day next after the death of the ſaid Duke, which of them ſhall firſt happen after
Recital that manors are charged with annuities. the death of the ſaid Duke. **And whereas** the manors of R. and K. in the county of Y. are charged with annuities of one thouſand one hundred pounds *per ann.* to the brothers of the ſaid Duke, *viz.* one hundred pounds *per ann.* to Mr. *P.* to Mr. *C.* two hundred pounds *per ann.* to Mr. *E.* three hundred pounds *per ann.* and to Mr. *B.* two hundred pounds *per ann.* **It is therefore agreed** by the Lord Duke of N. and the ſaid Earl of A. Lord M. that the caſtle and manor of C. R. the manor of R. the priory
Premiſes to be conveyed. of C. and rectory of N. and A. M. and all other lands, tenements, hereditaments, ſettled on him the ſaid Earl in fee upon his marriage, charged with a mortgage of ten thouſand pounds, for the payment of which ſaid debt proviſion is made in the firſt article, and the fee-ſimple lands in S. with the parks of G. and G. in C. and ſeveral cutle s wheels amounting to the yearly rent of ninety-two pounds, in the county of Y. expreſſed in a ſchedule annexed, ſhall be conveyed by the ſaid parties to theſe preſents, and their truſtees, to *S. F. N. F.* and *C. B.* **to have and to hold** all and every the ſaid premiſes, except the ſaid cutlers wheels, to them and their heirs, to have and to hold the ſaid cutlers wheels to them, their exe-
In truſt to pay ſaid annuities. cutors and adminiſtrators, for the term of ninety-nine years if the ſaid Duke ſhall ſo long live: **In truſt** to receive the rents, iſſues and profits of all and every the ſaid manors, *&c.* and therewith to pay the aforeſaid annuities, amounting in the whole to one thouſand one hundred pounds *per ann.* from time to time as the ſame ſhall become due and payable, and for ſecuring, freeing and diſcharging the ſaid manors of R. and K. of and from the ſame, and afterwards for payment of three hundred and ſeventy pounds *per ann.* for the annuities mentioned in the ſchedule relating to this article, and afterwards for the indemnifying the ſaid Duke, his executors and adminiſtrators, of and from all ſuits now depending, or that ſhall hereafter be depending or brought, either in law or equity, by all or any the brothers of the ſaid Duke, or by his ſiſter, the lady *E. T. M.* their or any of their heirs, executors, adminiſtrators, or aſſigns, or any of the
Power to truſtees to pay ſame an all coſts, *&c.* ſaid Duke's truſtees, for or concerning the rents and profits of any manors, lands or tenements within the counties of N. Y. S. W. C. or any other the real or perſonal eſtate of or belonging to *T.* late Earl of A. grandfather of the ſaid Duke *H.* late Earl of A. and father of the ſaid Duke *H.* late Counteſs of A. and T. late Duke of N. brother of the ſaid Duke, party to theſe preſents, or any or either of them or any other demand whatſoever, for or upon account of the ſaid real or perſonal eſtates, or either of them. **And it is hereby mutually agreed,** That the ſaid truſtees ſhall have power, either by perception of profits, mortgage or ſale of all or any the laſt ſaid premiſes, to pay and ſatisfy the ſaid annuities and all the arrears of the ſame, if any, and are alſo to reimburſe and make good to the ſaid Duke, his executors, adminiſtrators or aſſigns, whatſoever he or they ſhall from time to time be damnified, or that ſhall be recovered againſt them, with what coſts and charges he or they ſhall pay, expend, or be put unto by any of the ſaid Duke's brothers or ſiſter, their heirs, executors, adminiſtrators, or aſſigns, for or upon account of any the eſtates, real or perſonal as aforeſaid; and after the ſaid annuities and all arrears of the ſame paid off, and the ſaid Duke, his executors, adminiſtrators and aſſigns reimburſed their ſaid damnifications, or what ſhall be recovered againſt them as aforeſaid, then as to the ſaid manor of C. R. and other the ſaid N. eſtate,

and

and the ſaid G. and G. parks, the ſame to remain to the ſaid Earl of A. in fee, and as to the ſaid fee-ſimple lands in S. to the ſaid Earl for life, with remainder in the tail male to his firſt and other ſons, with remainder to all the ſaid other ſons and brothers of the ſaid Duke and other perſons for life, with remainders to their firſt and other ſons, as the ſaid caſtle and manor of S. is limited by the ſaid Earl's marriage ſettlement in, *&c.* **And whereas** the preſent rents of the ſaid premiſes are not judged ſufficient for the diſcharging of the ſaid premiſes, and are not judged ſufficient for the diſcharging of the ſaid annuities: **It is hereby agreed** by the ſaid Lord *A.* that that the ſaid Lord *A.* his heirs, executors, or adminiſtrators, ſhall or will pay the yearly ſum of three hundred and eighteen pounds for and towards the diſcharging of the ſaid annuities, and to make up what the rents and profits of the premiſes mentioned in this article ſhall fall ſhort or fail to pay and ſatisfy: **And it is further agreed** between the ſaid parties, that the manor of H. and H. ſhall be conveyed by leaſe of ninety-nine years to the ſaid truſtees, for the better enabling them to diſcharge the ſaid annuities, until by the death of ſome of the perſons to whom the ſaid annuities are payable, ſhall be leſſened at leaſt the ſum of two hundred pounds *per ann.* and then the ſaid leaſe of ninety-nine years of H. and H. to be void. **And it is agreed** between the ſaid parties, that all and every the caſtles, honours, manors, lands, tenements and hereditaments, in the counties of N. S. and E. of the ſaid Duke's, except the gardens called C. gardens in N. and except the manors of E. and B. and other eſtates therein agreed, and mentioned to be agreed, to be conveyed to the Lord *T. H.* and his heirs, ſhall be conveyed by the ſaid Duke and Earl to certain truſtees to be indifferently named as aforeſaid, and their heirs, upon truſt in the firſt place, that the ſaid truſtees may leaſe all or any part of the premiſes now in leaſe to ſeveral perſons, and whoſe leaſes or intereſt will determine ſome within ten years hence, and all within twenty-one years from this time for any terms or numbers of years, not exceeding forty-one years, to be accounted from, *&c.* for the raiſing the ſum of fifteen thouſand four hundred and ſixty pounds due upon ſeveral mortgages mentioned in the ſchedule hereunto annexed, which hath reference to this article; the firſt monies raiſed thereby to be employed for the diſcharging of the mortgages upon E. and B. and other the ſaid eſtate agreed to be conveyed to the Lord *T. H.* and the rents, iſſues and profits of all and every the ſaid premiſes in N. S. and E. to be received and applied to pay and diſcharge the intereſt of the ſaid debts. **And it is hereby further agreed** between the ſaid parties, that the ſaid manors of H. and H. and all lands therewith uſed, or reputed parts or parcels of the ſame, charged nevertheleſs with the aforeſaid terms of ninety-nine years mentioned in the fifth article; as alſo the manor and rectory of E. in the county of Y. and all lands therewith uſed, or reputed parts or parcels of the ſame, ſhall be conveyed to truſtees, to be named by the ſaid Duke, and their heirs; **In truſt** that the rents and profits thereof, as well as of all other the ſaid premiſes in N. S. and E. hereby directed to be conveyed to the ſaid other truſtees, until the ſaid fifteen thouſand four hundred and ſixty pounds be raiſed, paid, received, and applied by the ſaid truſtees, to pay off the intereſt that ſhall from time to time become due upon the ſaid mortgages, or for the ſaid debts; and that after the ſaid fifteen thouſand four hundred and ſixty pounds ſhall be raiſed and paid, that then all the ſaid truſtees, to be named in both the conveyances intended by this preſent article, ſhall by perception of profits, ſale or mortgage, as may be requiſite, of all or any of the ſaid manors and premiſes in the ſaid counties of N. S. and E. except the Duke's palace in N. C. garden, and the premiſes agreed to be conveyed to the ſaid Lord *T. H.* as aforeſaid, as well thoſe in poſſeſſion, as the reverſions of the aforeſaid leaſes to be made by the ſaid truſtees, for terms not exceeding forty-one years, and the rents reſerved upon the ſame, as alſo the manors of H. and H. and the ſaid manor and rectory of E. or all or any of the aforeſaid premiſes, raiſe and pay ſo much of the ſaid twenty-one thouſand three hundred and forty pounds mentioned in the ſaid firſt article, as the manors, *&c.* therein appointed to be ſold, ſhall and may not raiſe and pay; as alſo the reſidue of the ſaid fifteen thouſand four hundred and ſixty pounds ſhall not or may not be raiſed by the making of the ſaid leaſes to a term exceeding forty-one years; and in the next place, for the payment of the ſaid one thouſand one hundred pounds annuities, and diſcharging the ſaid manors of R. and K. of and from the ſame, and for indemnifying and ſaving harmleſs the ſaid Duke, his executors, adminiſtrators, aſſigns, and truſtees, of and from the ſaid ſuits, claims, and demands of his ſaid brothers and ſiſter, their heirs, executors, adminiſtrators and aſſigns, which are mentioned and intended in the ſaid fifth article made of the ſaid other eſtate therein appointed and ſet apart for that purpoſe; as alſo for the payment of the ſaid one thouſand pounds *per ann.* for the nine years mentioned in the fourth article, to be payable to ſuch perſon or perſons as the ſaid Duke ſhall appoint, or in default of ſuch appointment, to the ſaid Ducheſs, in aid of the eſtate mentioned in the ſaid article to be leaſed for ninety-nine years for that purpoſe; and after thoſe truſts performed, then all and every the ſaid manors and premiſes that ſhall remain to be conveyed by the ſaid truſtees in both the ſaid conveyances, to the uſe of the ſaid Earl of A. for life, remainders to his firſt and other ſons in tail male, remainder to the ſaid Duke's other ſons and brothers, and other perſons, for life and in tail, in ſuch manner as the ſaid caſtle and manor of S. is ſettled by the ſaid Earl's marriage ſettlement in, *&c.* with powers for any tenants for life or in tail in poſſeſſion, to make leaſes for twenty-one years of three lives in poſſeſſion, as tenant in tail by law may do. **And the ſaid** Earl doth hereby further agree, that he the ſaid Earl ſhall and will demiſe and grant all that eſtate of nine hundred and ninety-nine pounds four ſhillings and ſeven-pence, or thereabouts, mentioned in the ſchedule annexed to the ſaid Earl's marriage ſettlement, to truſtees to be named by the ſaid Duke, for the term of ninety-nine years, if the ſaid Earl ſhall live ſo long, for the better ſecuring the ſaid Duke, his executors, adminiſtrators, and aſſigns, of and from the ſaid ſuits and demands of his ſaid brothers and ſiſter, their or any of their heirs, executors or adminiſtrators, according as is mentioned and intended in and by the ſaid fifth article. **And** it is hereby agreed between the ſaid parties, that all and every the ſaid mortgages of all or any the ſaid premiſes, except thoſe of the ſaid eſtate herein after mentioned to be conveyed to the ſaid Lord *T. H.* when paid off, ſhall be either ſurrendered or extinguiſhed, or elſe aſſigned in truſt, for the protecting of the ſaid leaſes to be made by the ſaid truſtees, and for the better ſecuring the truſts, and due performances of all and every the matters and things in this preſent article; and the ſaid mortgages of the Lord *T. H.*'s ſaid eſtate to be aſſigned as he ſhall appoint. **And** for the building of a capital meſſuage or palace in A. ground, in the pariſh of St. C. D. in the county of M. **It is agreed**, that the ground rent of divers meſſuages or tenements leaſed for forty-one years, or under, mentioned in one of the ſchedules hereunto annexed, relating to this article, ſhall by ſale, or otherwiſe, be diſpoſed of, for the raiſing of monies to build the ſaid capital meſſuage or palace; and for a further ſupply, that the reverſionary term of the ſaid leaſes made, or to be made, veſted in

Recital that the rents are not ſufficient for diſcharging annuities.

Lord A. to make up deficiency.

Manors &c. to be conveyed to truſtees.

Upon truſt to leaſe premiſes, &c.

and to raiſe money.

Manors of H. be conveyed in truſt.

Agreement to grant an eſtate for ſecuring from ſuits and demands.

Ground rents to be applied for building.

Mr. *D.* and Mr. *W.* by virtue of an aſſignment of a leaſe made by the ſaid Duke of N. to them, ſhall be in truſt for the raiſing of a further ſum for the finiſhing the ſaid capital meſſuage, and for the raiſing a ſum of money for the purchaſing of any houſes or ground neceſſary or convenient, as the truſtees ſhall think fit, for the carrying on the model of A. ground, as alſo for indemnifying and ſaving harmleſs the ſaid Duke, his executors and adminiſtrators, of and from all damages that ſhall or may happen to the ſaid Duke, his executors or adminiſtrators, for or by reaſon of not carrying on the buildings according to the ſaid model. **And whereas** the ſaid Earl, (party to theſe preſents,) hath charged the ſaid eſtate of Caſtle R. with the payment of one thouſand one hundred pounds *per ann.* annuities to his uncles, the brothers of the ſaid Duke, and that alſo in conſideration of the ſaid Earl of A. together with the Earl of P. to join in the ſaid marriage ſettlement, in order to make ſales and ſecurities of and out of the manors, lands, tenements, and hereditaments in the counties of Y. L. and W. for payment of debts, and ſecuring his Grace the Duke from divers claims and pretenſions of ſeveral perſons, as is herein before mentioned and intended: **Therefore it is agreed,** that his Grace the ſaid Duke ſhall convey to the ſaid Earl in fee the barways, caſtles, and manors of G. and B. and all manors, lands, tenements, and hereditaments, in the counties of C. and W. of the ſaid Duks's, except the ſaid parks of G. and G. which are agreed to be ſettled in other manner, as aforeſaid. **And** it is agreed between the ſaid parties, that the Lord A. ſhall releaſe all his claims and pretenſions to all or any part of the Duke's perſonal eſtate whatſoever, as alſo to releaſe all claims to the Duke's real eſtate whatſoever, except what is ſettled by Act of Parliament, or by his the ſaid Earl's marriage ſettlement, and except what is not herein by any article agreed to be conveyed and ſettled: **And** ſhall, at the coſts and charges of the ſaid Duke, join with the ſaid Duke, and confirm and releaſe, by ſufficient aſſurances or inſtruments in law, as counſel ſhall adviſe, all ſales and ſettlements that are already, or that hereafter ſhall be made by his ſaid Grace, of all or any of the real or perſonal eſtate of the ſaid Duke, not being contrary or in diminution to this agreement. **And it is agreed** between the ſaid parties, that the ſaid Duke ſhall have all arrears of rents and fines that are in any of the eſtates that his Grace paſſeth away by this agreement, free from the claim of the Earl of A. by the truſtees to whoſe hands any part of the ſaid eſtate ſhall be conveyed. **And whereas** in the act of, *&c.* for annexing the caſtles, lordſhips, lands, and tenements, in the county of S. and A. houſe, and tenements in the county of M. amongſt other things there is reſerved two hundred pounds *per ann.* payable out of the rents, iſſues and profits, of the ſaid premiſes, for the repairing A. caſtle, and A. houſe; **It is agreed** between the ſaid parties to theſe preſents, that the Lord A. ſhall and will, as far as in him lies, diſcharge the ſaid Duke, his executors and adminiſtrators, from the payment of all the arrears of the ſaid two hundred pounds, payable for the uſes aforeſaid. **And it is thus agreed,** as to the order of the payments of the debt of twenty-one thouſand three hundred and forty pounds, mentioned in one of the ſchedules to theſe articles annexed, *viz.* in the firſt place, five thouſand ſeven hundred pounds to be paid to the ſaid Duke for the Lady *F.* her portion; ſecondly, one thouſand pounds to workmen; thirdly, ten thouſand pounds debt upon raiſing the reſidue of the debt of twenty-one thouſand three hundred and forty pounds as the truſtees ſhall think fit. **And it is agreed** by and between the ſaid parties, that the ſaid Earl ſhall ſeal and execute to the ſaid Duke a releaſe of all breaches of covenants contained in the ſaid marriage ſettlement in, *&c.* and all other demands, of what nature or ſort ſoever, to the twenty-fifth day of March laſt paſt, except to the ſaid Duke's covenant contained in the ſaid marriage ſettlement for making further aſſurance; and the ſaid Duke doth hereby agree to give to the ſaid Earl a general releaſe to the ſaid twenty-fifth day of March aforeſaid, as counſel ſhall adviſe: **And it is hereby declared and agreed,** that all and every the ſaid truſtees ſhall and may, in the firſt place, pay and diſcharge out of the reſpective eſtates all ſuch ſum and ſums of money as they ſhall expend or pay in or about the execution of the reſpective truſts herein contained. **And** laſtly, the ſaid Earl of A. doth hereby for himſelf, his, *&c.* covenant, *&c.* that he the ſaid Earl, before the end of Eaſter Term, ſhall and will procure the Right Honourable the Earl of P. and in caſe of his death, other ſufficient conſent of parties, for revoking the uſes contained in the ſaid marriage ſettlement, and to join in ſuch deed or deeds of revocation, with the ſaid Duke and Earl, of all and every the ſaid manors of H. and H. the manor and rectory of E. the ſaid reputed manor of B. the ſaid farms in W. and other the premiſes, for which there is a power to revoke the uſes thereof in the ſaid marriage ſettlement, in order to enable a performance and due execution of theſe preſents, according to the true intent and meaning of the ſame. **And it is hereby further agreed,** that the aforeſaid conveyances and ſettlements, hereby agreed to be made, ſhall contain ſuch reaſonable covenants as counſel ſhall adviſe, and ſuch proviſions to be made for preſerving contingent remainders as counſel ſhall likewiſe adviſe. **In witneſs,** *&c.*

*(Fazakerley.)*

Recital that eſtate at R. is charged with annuities.

Manors, *&c.* of G. *&c.* to be conveyed.

and Lord A. releaſe all pretenſions to the Duke's perſonal eſtate, *&c.*

Duke to have fines, *&c.*

Lord A. to diſcharge the Duke from all arrears of a ſum of 200l.

Releaſe to be given.

Truſtees to repay themſelves all coſts.

Deeds of revocation.

## *Agreement between a Maſter Shipwright and his Workmen, for building a new Ship, purſuant to Articles of Agreement between the Maſter Shipwright and the Merchant or Owner.*

**Agreed** the, *&c.* **Between** *H. C.* of ——, and *R. S.* of ——, and *W. M.* of ——, of the one part, and *J. S.* of, *&c.* of the other part, as follows; to wit,

**WHEREAS** the ſaid *S. S.* by articles of agreement, dated, *&c.* hath contracted and agreed with *T. C.* of, *&c.* for building the hull or body of a new ſhip or veſſel at his yard in R. aforeſaid, to be of the dimenſions, and in manner as in the ſaid articles is mentioned, and to launch the ſaid ſhip into the river of —— on or before the laſt ſpring tide, in the month of —— next enſuing the date hereof: **Now theſe preſents witneſs,** that the ſaid *H. C. R. S.* and *W. M.* for themſelves, their executors and adminiſtrators jointly and ſeverally, do here covenant, promiſe, and agree, to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, that they the ſaid *H. C. R. S.* and *W. M.* their executors or adminiſtrators, for the conſiderations hereunder mentioned, with timber, plank, and other materials, to be provided by and at the charge of the ſaid *J. S.* at his yard in R. aforeſaid, ſhall and will do and perform, or cauſe and procure the ſhipwrights work and workmanſhip, which according to the ſaid recited articles is and ought to be done, for the building and finiſhing the ſaid hull of the ſaid ſhip,

Recital of the agreement between the merchant and maſter carpenters.

Workmens covenant.

to

to be done and performed in good, ſubſtantial and workman-like manner, to the content and good liking of the ſaid *J. S.* and as he the ſaid *J.* . or his aſſigns, ſhall from time to time direct and appoint, and ſhall and will launch the ſaid ſhip into the river of ———, on or before the laſt ſpring tide in the month of ——— next enſuing date hereof, and clear the launch wherein the ſaid ſhip ſhall be built, immediately after launching thereof. **In Conſideration** of which ſaid work and workmanſhip ſo to be done and performed as aforeſaid, the ſaid *J. S.* for himſelf, his executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *H. C. R. S.* and *W. M.* their executors, adminiſtrators and aſſigns, jointly and ſeverally, that he the ſaid *J. S.* his executors, or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *H. C. R. S.* and *W. M.* their executors, adminiſtrators or aſſigns, ſome or one of them, at and after the rate of, *&c. per* ton for every ton, for which he the ſaid *J. S.* his executors or adminiſtrators, ſhall be paid by the ſaid *T. C.* according to the ſaid articles, and ſhall and will pay a proportionable part of the ſaid money from time to time as the ſaid work ſhall be performed, and all the reſidue of the ſaid money which ſhall grow due as aforeſaid, and alſo the further ſum of ———, over and above the ſaid money to grow due as aforeſaid, within, *&c.* after launching the ſaid ſhip. **In witneſs**, *&c.*

Maſter's covenant.

*(Wood.)*

*An Agreement to end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Huſband, by a Settlement in Purſuance of his Father's Will; the Premiſes after ſold and the Bargainee in Poſſeſſion; an Ejectment brought and Verdict thereon, an Order of Aſſize, Judges divided, a further Debate, Judgment for Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Anſwer, Injunction diſſolved and the Jointure and Marriage proved; after which the Parties agree as to the Charges and ſettling the Eſtate,* &c.

**THIS Indenture of ſix Parts** made, *&c.* **Between** *D. G.* of, *&c.* (widow and relict of *T. G.* late of, *&c.* Gent. deceaſed, who was the only ſon and heir of *T. G.* late of, *&c.* merchant, alſo deceaſed,) and *J. H.* of, *&c.* of the firſt part, *D. T.* of, *&c.* (widow and relict of *J. T.* clerk, deceaſed,) (the only ſurviving daughter of the ſaid *T. G.* the father,) and *J. T.* of, *&c.* eldeſt ſon of the ſaid *D. T.* of the ſecond part, *A. B.* of, *&c.* gentleman of the third part, *J. L.* of the Middle-Temple, London, gentleman of the fourth part, *E. H.* of, *&c.* gentleman of the fifth part, and *W. M.* of, *&c.* Eſquire, of the ſixth part; **Whereas**, &c. *(Recital of* T. G. *the father's will, whereby he gave unto his truſtees for ever, all his lands,* &c. *to the uſe of the ſon* T. G. *for life, (ſubject,* &c.*) and after that, to the uſe of the ſaid truſtees for his ſon* T's *life, upon truſt to preſerve the contingent uſes and eſtates therein after limited, and that they might make entries and bring actions as often as occaſion ſhould require, the profits of the ſaid premiſes to be nevertheleſs to the uſe of his ſon* T. *and his aſſigns, and after his deceaſe, to the uſe of ſuch woman or women as ſhould be his wife for the term of her and their reſpective natural life or lives, as and if he ſhould by deed appoint and direct,* &c. *for that purpoſe, (ſubject as aforeſaid,) and from and after his deceaſe and the deceaſe of ſuch his wife and wives (if any,) or for default of ſuch limitation to her or them as aforeſaid, then to the uſe of the heirs of his body,* &c. *and for default of ſuch iſſue, to the uſe of all and every his the teſtator's daughter and daughters, (equally to be divided between them) and the heirs of their ſeveral bodies lawfully iſſuing; and for default of ſuch iſſue, then to the uſe of his the teſtator's brother* N. G *and the heirs male of his body, with remainder to the teſtator's heirs for ever; and he did thereby charge his lands with the payment of,* &c. *and made his ſaid ſon reſiduary legatee and ſole executor.)* **And whereas** by this indenture bearing date, *&c.* **Between** the ſaid *T. G.* the ſon, by the name of, *&c.* of the one part, and *R. C.* and *S. B.* of, *&c.* of the other part, (reciting as therein is recited;) the ſaid *T. G.* the ſon, (in conſideration of a marriage then ſhortly intended, which was ſoon after had and ſolemnized, between him the ſaid *T. G.* and *D. H.* (now the ſaid *D. G.* party hereto,) and in conſideration of the ſum of one hundred and fifty pounds, and other valuable conſiderations which he the ſaid *T. G.* the ſon had and was to have and receive as a marriage portion with the ſaid *D.* and for her better preferment and advancement, and the heirs of her body lawfully begotten by the ſame *T. G.* (in caſe ſhe the ſaid *D.* ſhould ſurvive him) did grant, *&c.* unto the ſaid *R. C.* and *S. B.* **All** the lands, right, title, term and terms of years which the ſaid *T. G.* the ſon had and was entitled to by virtue of the laſt will and teſtament of *T. G.* his father deceaſed, or otherwiſe, which lands are therein mentioned to be commonly known by the names of, *&c.* as by the deeds thereunto belonging might more at large appear, and all the right, *&c.* to hold, *&c.* for ever; upon truſt, and to the intent and purpoſe, that the ſaid *R. C.* and *S. B.* and the ſurvivor, *&c.* ſhould permit and ſuffer the ſaid *T. G.* the ſon and his aſſigns, peaceably and quietly to hold, enjoy, receive and take the rents, iſſues and profits of all and ſingular the ſaid granted premiſes, for and during the term of his natural life, and immediately after his deceaſe, to and for the uſe and behoof of the ſaid *D.* for and during the term of her natural life, and immediately after the deceaſe of the ſaid *D.* to and for the uſe of the heirs of her body lawfully begotten by the ſaid *T. G.* for ever, as by, *&c.* **And whereas** the ſaid *T. G.* the ſon, by virtue of his ſaid father's will, having entered upon the lands and tenements thereby to him deviſed, (ſubject in manner as aforeſaid) by indenture of leaſe and releaſe, bearing date, *&c.* in conſideration of the ſum of four hundred pounds, *&c.* paid to him the ſaid *H. G.* the ſon, by *J. C.* of, *&c.* and alſo in conſideration that the ſaid *J. C.* had agreed to diſcharge the ſeveral incumbrances therein mentioned to be charged on the ſaid premiſes, amounting to, *&c.* he the ſaid *T. G.* the ſon, did grant, *&c.* unto and to the uſe of *W. C.* therein named, his heirs and aſſigns, in truſt nevertheleſs for the ſaid *J. C.* his heirs and aſſigns, the ſeveral meſſuages, *&c.* therein particularly mentioned, ſituate, *&c.* to the intent to make him the ſaid *W. C.* tenant to a præcipe, in order for ſuffering a common recovery of the ſaid premiſes, within the time and in manner as therein expreſſed, with recovery of the premiſes, when ſuffered, was thereby agreed and declared, ſhould be and enure to the uſe of the ſaid *J. C.* his heirs and aſſigns for ever; in which indenture of releaſe the ſaid *T. G.* did thereby covenant to make any further aſſurances of the ſaid premiſes unto the ſaid *J. C.* his heirs and aſſigns in manner as therein mentioned: **And whereas** the ſaid *J. C.* immediately after the executing of, and by virtue of the ſaid recited indenture of leaſe and releaſe, entered upon and enjoyed the ſaid premiſes, and received the rents and profits thereof, but before ſuch common recovery could be ſuffered to compleat his title thereto, the ſaid *J. C.* departed this life without iſſue, and without having conveyed away his title therein, whereby if the ſaid recovery had been ſuffered, the ſaid premiſes on his death would have come to his ſiſter and heir *C. P.* (wife

Recital of the father's will.

Settlement made by *T. G.* the ſon of *D.* his wife, of the premiſes for her jointure.

Conveyance of premiſes to Mr. *J. C.*

Mr. *J. C.*'s death before a recovery ſuffered.

Death.

Conveyance by deed, fine and recovery to Mr. *J. M.* and his heirs.

(wife of *C. P.* mother of *J. M.* (ſince deceaſed,) and brother of the ſaid *W. M.* party hereto: And whereas by indenture tripartite, bearing date, &c. Between the ſaid *T. G.* the ſon, *C. P.* and *C.* his wife, and *W. C.* of the firſt part, *A. L.* of the ſecond part, and *J. C.* gentleman of the third part, (reciting therein among other things,) that the ſaid *C. P.* and *C.* his wife, had agreed to convey all the right and intereſt in the premiſes ſo conveyed, in truſt for the ſaid *J. C.* as aforeſaid, unto the ſaid *J. M.* (ſubject to the aforeſaid charges thereon which then remain unſatisfied.) It is by the ſame indenture witneſſed, and for the ſeveral conſiderations therein mentioned, and by virtue of a fine and recovery therein covenanted to be levied and ſuffered, and which were accordingly levied and ſuffered, the ſaid hereditaments and premiſes were by them the ſaid *T. G.* the ſon, *C. P.* and *C.* his wife, and *W. C.* granted and conveyed unto and to the uſe of the

His entry.

ſaid *J. M.* and his heirs, in ſuch manner and ſubject as therein is mentioned and expreſſed: And whereas the ſaid *J. M.* by virtue of the ſaid conveyance ſo made to him as aforeſaid, entered upon and enjoyed the ſaid premiſes, and received the rents and profits thereof until the time of his death, which was on or about the twenty-third of March 1769, and during that time paid to the ſaid *D. T.* the ſaid ſum of one hundred and fifty pounds ſo charged on and payable to her out of the ſaid premiſes as aforeſaid, and alſo to the repreſentatives of *J. C.* (ſhe being then dead,) the other one hundred and fifty pounds charged and payable to her as aforeſaid, and alſo to the ſaid annuities of twenty pounds, and ten pounds *per annum*

Without iſſue premiſes deſcended to *W. M.* (party hereto) who took poſſeſſion.

ſo agreed to be paid thereout in manner as aforeſaid: And whereas the ſaid *J. M.* dying without iſſue and inteſtate, the ſaid hereditaments and premiſes deſcended and came to the ſaid *W. M.* party thereto, next brother and heir at law, who thereupon took poſſeſſion of the ſaid premiſes and received the rents and profits thereof, without any diſturbance until ſome time after the death of the ſaid *T. G.* the ſon, which happened on or about the twenty-third day of September 1776. And whereas the ſaid *D. G.* by virtue of the above recited indenture of ſettlement of the 16th of April in, &c. being entitled to a jointure eſtate for life in all the ſaid premiſes ſo conveyed to the ſaid *J. M.* as aforeſaid, in or about Michaelmas term

Ejectment brought by *D. G.* for her jointure.
Appearance.
Plea.
Trial.

in the —— year of the reign of his preſent Majeſty, cauſed an ejectment to be delivered in the name of *H. P.* as plaintiff againſt the ſaid *W. M.* and one *G. D.* as defendants and tenants of the ſaid premiſes hereby intended to be releaſed, upon two ſeveral demiſes of the ſaid *D. G.* and *R. C.* for recovering her ſaid jointure eſtate, and the ſaid *W. M.* and *G. D.* as defendants appearing thereto in Hilary term then following, and having pleaded the general iſſue thereto, the cauſe on the 30th of July in the —— year of the reign of his ſaid preſent Majeſty was tried at L. in C. at which time the original will of the ſaid *T. G.* the father, and the ſaid jointure ſettlement ſo made on the ſaid *D.* being produced and fully proved to the ſatisfaction of the court, thereupon a verdict was given for the plaintiff in ejectment, (ſubject to a

Verdict.
Order of aſſize.
Rule of court thereon.

rule or order of aſſize for the judges opinion in Michaelmas term then next following,) and in Hilary term then following, the ſaid order of aſſize was made a rule of the court of Common Pleas at Weſtminſter in Sir *George Cook*'s office, the ſaid cauſe being then and there depending: and upon the applica-

Set down for argument.

tion and requeſt of the ſaid *D. G.* the ſaid cauſe was ordered by the ſaid court in the ſame rule to be ſet down in the paper to be argued by counſel on both ſides: and caſes being prepared and delivered to the

Argument.
Judges divided.
Ordered to ſtand over.

judges, the cauſe came on to be argued before the judges of the ſaid court in Eaſter and Trinity terms then following: but the judges of the ſaid court being divided in their opinions, the ſaid cauſe was ordered to ſtand over until the next Michaelmas term following, in the —— year of his preſent Majeſty's

The queſtion.

reign, to be further argued by counſel on both ſides, when the queſtion was, whether the ſaid jointure-deed made by the ſaid *T. G.* the ſon amounted to be an appointment for a jointure for her the ſaid *D.* purſuant to the will of the ſaid *T. G.* the father; and three of the judges of the ſaid court being of opinion that it was a good appointment, the court on the 18th day of November in that ſame Michaelmas term

Judgment.

pronounced judgment for the ſaid plaintiff, and the ſaid judgment was ſigned the next day, and thirty pounds ſixteen ſhillings and eight pence coſts taxed thereon; and thereupon the ſaid deſendants brought a

Writ of error brought.
Tranſcript.

writ of error, returnable in his Majeſty's court of King's Bench at Weſtminſter in eight days of St. Hilary then following; and the record of the ſaid judgment, which was entered on a roll number 1503, in Trinity term, in the ſecond and —— year of his preſent Majeſty's reign, was tranſcribed in the ſaid court of King's Bench, and there entered on a roll number 375, in Hilary term, the fourth year of his preſent

Error aſſigned.
Argument.
Judgment affirmed.

Majeſty; and in Eaſter term following the general errors being aſſigned, the cauſe was ſet down to be argued; and the judgment was affirmed by the ſaid court of King's Bench, and the ſaid judgment was ſigned on the 21ſt of May 1779, and twelve pounds ten ſhillings coſts taxed thereon. And whereas on

*W. M.*'s bill in Chancery.

or about the 21ſt of April 1779, the ſaid *W. M.* exhibited his bill in the High Court of Chancery as plaintiff againſt the ſaid *D. G. D. T.* and others therein named as defendants, whereby (after ſetting forth therein amongſt other things) the herein before recited will of the ſaid *T. G.* the father, and the ſaid ſeveral conveyances, made from the ſaid *T. G.* the ſon, of the ſaid hereditaments and premiſes to the ſaid *J. W. C.* in truſt for the ſaid *J. C.* as aforeſaid, and to the ſaid *J. M.* and his heirs, and alſo the plaintiff's title to the premiſes, and the ſaid trial on the ſaid ejectment, and other proceedings as to a judgment obtained, and writ of error ſince brought thereon, (in the manner or to the effect as the ſame are herein before recited) it was, amongſt other things prayed, that the defendant *D. G.* might ſet forth her ſaid jointure deed, and date thereof, and when and where the ſame was, and by whom executed, and the witneſſes names thereto; and whether ſhe was ever, and when and where married to the ſaid *T. G.* the ſon, and by whom, and where regiſtered; and that the ſaid defendant *D.* might be injoined from proceeding at law againſt the ſaid plaintiff, and be decreed to deliver up her ſaid deed of ſettlement to be cancelled, and if he ſhould be intitled to the benefit thereof, that then ſhe might pay the arrears, and ſecure to the plaintiff the intereſt of the ſaid one hundred and fifty pounds, legacies; and that the ſaid defendant *D. J.* and the other defendants, might aſſign their intereſt in the premiſes to the plaintiff, and that he might be quieted in the

Injunction.

poſſeſſion thereof, ſoon after the filing which bill the ſaid plaintiff obtained an injunction to ſtop all proceedings at common law; ſince which the ſaid defendant *D. G.* and the ſaid other defendants, having

Anſwer.
Injunction diſſolved.

put in their ſeveral anſwers to the ſaid bill, by an order of the ſaid court dated the 7th of July 1779, the ſaid injunction was diſcharged; and it is hereby ordered, that the ſaid cauſe ſhould proceed to be

Witneſſes.
Settlement and marriage proved.

heard, and ſeveral commiſſions having iſſued out of the ſaid court to examine witneſſes on both ſides in the ſaid cauſe, the ſaid jointure ſettlement of the ſaid *D. G.* and her marriage with the ſaid *T. G.* the ſon, have been fully proved; and the ſaid cauſe is now ſet down in Trinity term laſt for hearing in the ſaid court; and the ſaid *D. G.* after diſſolving the ſaid injunction, obtained poſſeſſion of the ſaid premiſes hereby intended to be releaſed, and ſtill continues in the poſſeſſion thereof: And whereas by indenture of

Conveyance for levying a fine and ſuffering of

leaſe and releaſe, bearing date, &c. Between the ſaid *D. G.* and *D. T.* of the firſt part, the ſaid *A. B.* of the

the ſecond part, and the ſaid *J. H.* of the third part, it is by the ſame indenture of releaſe witneſſed, that for docking, barring and deſtroying of all eſtates tail and the remainders thereon depending, of and in a moiety of the premiſes therein and herein after mentioned, and for ſettling the ſame to the uſes therein and herein after expreſſed, and for five ſhillings a-piece to the ſaid *D. G.* and *D. T.* paid by the ſaid *A. B.* and by virtue of a fine and recovery therein agreed to be levied and ſuffered by them the ſaid *D. G.* and *D. T.* unto the ſaid *A. B.* before the end of Michaelmas term then next, in manner as therein expreſſed, (which fine and recovery were accordingly levied and ſuffered) **All** that one full and undivided moiety or half-part (the whole in two equal parts to be divided) of and in, *&c.* and which are therein mentioned to be the ſame premiſes which by the ſaid *T. G.* the father, by his laſt will and teſtament, deviſed to the ſaid *T. G.* his ſon, with remainders over, were granted and conveyed to and for the uſes, intents and purpoſes therein and herein after mentioned, (that is to ſay) to the uſe of the ſaid *A. B.* his executors and aſſigns, for and during the term of five hundred years, determinable as therein and herein after is mentioned; and from and after the determination of the ſaid term, to the uſe of the ſaid *D. G.* and her aſſigns, for and during her natural life; and from and after her deceaſe, to the uſe of the ſaid *T. D.* her heirs and aſſigns for ever: and as the ſaid term of five hundred years, it is declared by all the parties thereto, that the ſame was ſo limited to the ſaid *A. B.* his executors and aſſigns only, upon truſt that he and they, by and out of the rents and profits of the ſaid premiſes, ſhould and might raiſe and levy all ſuch ſums of money as he or they then had, or hereafter ſhould diſburſe, or expend in the proſecuting and defending of the right and title of the ſaid *D. G.* and *D. T.* or either of them, in and to the ſaid premiſes; and alſo ſufficient to pay and ſatisfy the ſaid *A. B.* for his trouble and attendance in ſuch defence and proſecution, and for the levying and paſſing the ſaid fine and recovery, and other charges incident thereto; as in and by the ſaid laſt ſeveral in part recited indentures of leaſe and releaſe, fines, exemplifications of recoveries, proceedings on the ſaid ejectment and bill, anſwers and proceedings in Chancery, (relation being to them reſpectively had) more fully and at large may appear: **And whereas** there is now due and owing from the ſaid *D. G.* and *D. T.* to the ſaid *A. B.* on account of his diſburſements, expences, trouble and attendances, in the managing, proſecuting and defending their right and title to the ſaid premiſes in the ſeveral cauſes aforeſaid, and for levying the ſaid fine and recovery thereof, and other incident charges relating to the matters aforeſaid, in the whole ſum of three hundred pounds, as by his bill of the particular items thereof appears, which is hereby agreed and acknowledged ſo to be by them the ſaid *D. G.* and *D. T.* teſtified by their being parties to and executing of theſe preſents; **And whereas** the ſaid *W. M.* (as heir at law to his brother *J. M.* and by virtue of the ſaid recited indentures of leaſe and releaſe made to the ſaid *W. C.* of the ſaid premiſes, in truſt for the ſaid *J. C.* and of the ſaid ſubſequent conveyances ſo made to the ſaid *J. M.* and his heirs in manner as aforeſaid) is now entitled to the fee-ſimple and inheritance of the ſaid premiſes (ſubject nevertheleſs to the jointure-eſtate for life of her the ſaid *D. G.* therein as aforeſaid, and alſo to ſuch eſtate, right and intereſt therein, as ſhe the ſaid *D. T.* after the death of the ſaid *D. G.* may claim therein by virtue of the ſaid *T. G.* the father's will as being now his only ſurviving daughter:) **And whereas**, to the end and intent to compromiſe all diſputes both in law and equity, now depending between them the ſaid *W. M. D. G.* and *D. T.* touching or concerning the aforeſaid premiſes, and to the end and intent to make a final end and determination thereof, and to prevent all future diſputes and controverſies whatſoever between them, touching or concerning the ſame, he the ſaid *W. M.* hath propoſed and agreed to pay to them the ſaid *D. G. J. H. D. T.* and *A. B.* on their executing theſe preſents, the ſum of ſeven hundred pounds to be paid to them in the ſeveral proportions and manner herein after mentioned; and in conſideration thereof they the ſaid *D. G. J. H. D. T.* and *A. B.* have agreed to grant and convey all their reſpective eſtates, right, title and intereſt, of, in and to all and ſingular the herein before and after mentioned meſſuages, lands, tenements, hereditaments and premiſes, unto and to the uſe of the ſaid *W. M.* his heirs and aſſigns, in ſuch manner as herein after is for that purpoſe alſo mentioned and expreſſed: **Now this Indenture witneſſeth**, that in purſuance and of part performance of the ſaid recited agreements, **It is hereby mutually agreed and declared**, by and between them the ſaid *W. M. D. G.* and *D. T.* that the aforeſaid cauſes, ſuits and controverſies, now depending between them at law and in equity touching the ſaid premiſes, and all other the proceedings, matters and things aforeſaid, ſhall from henceforth abſolutely abate, ceaſe and determine, to all intents and purpoſes whatſoever; and that all and every the parties hereto, who are plaintiffs and defendants in the aforeſaid cauſes, ſuits and controverſies, ſhall bear and pay their reſpective coſts and charges therein; and that none of them the ſaid parties ſhall from henceforth require or be paid from each other any coſts or charges whatſoever touching or concerning the ſame: **And this Indenture further witneſſeth**, that for and in conſideration of the ſaid ſum of ſix hundred and thirty pounds of lawful money of Great Britain by him the ſaid *W. M.* at or before the ſealing and delivery of theſe preſents, in hand well and truly paid to them the ſaid *D. G. J. H. D. T. J. T. &c. &c. &c.* **In witneſs**, *&c.*

a recovery to Mr. *A. B.* of premiſes.

A term to the attorney to levy to proſecute and defend.

What is now due to Mr. *B.*

Mr. *W. M.*'s preſent title to premiſes;

ſubject, *&c.*

Preſent agreements.

Firſt conſideration.

As to all proceedings at law and equity to determine.

Second conſideration.

As to the conveyance, *&c.*

*(Wood.)*

*Agreement between two reſpective Vendors of two Houſes (Part of a greater Eſtate) and the Purchaſer, in Relation to an Annuity to which poſſibly the purchaſed Premiſes, along with others, might be liable; the Vendors agree to indemnify the Purchaſer againſt Arrears, and, in Caſe of Recovery, the Annuity to be apportioned.*

**THIS Indenture** made the 20th day of January, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Abel Aſhil* of, *&c.* Doctor in Phyſic, and *Bethel Aſhil* of, *&c.* Gentleman, two of the ſons of *Charles Aſhil* of, *&c.* of the one part, and *David Denny*, Eſq. of the other part. **Whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date hereof, and the releaſe bearing even date herewith, the ſaid *Abel Aſhil*, hath abſolutely ſold and conveyed a meſſuage or tenement ſituate and being in, *&c.* in the pariſh of St. Mary-le-Bow, London, late or ſome time called or known by the name or ſign of the Elephant, and now or late in the tenure or occupation of *Ferdinando Frith*, Glazier, as under tenant to *Grevil Grey*, Hatter, with its appurtenances unto and to the uſe of the ſaid *David Denny*, his heirs and aſſigns for ever. **And** by one other indenture of leaſe and releaſe, the leaſe bearing

Deeds of leaſe and releaſe, (being an abſolute ſale of a houſe) recited

The like of another houſe,

by another of the present parties, to the third party.

bearing date the day next before the day of the date of the releaſe, and the releaſe bearing even date with the ſaid firſt recited indentures, the ſaid *Bethel Aſhil*, together with *James Jones* his truſtee, have abſolutely ſold and conveyed another meſſuage, or tenement, ſituate and being in the ſame ſtreet and pariſh, and adjoining to the ſaid firſt mentioned meſſuage on the weſt, and late or ſome time called or known by the name or ſign of the Red Lion, and ſome time in the tenure or occupation of the widow *Martin*, but now or late of *Nathaniel Martin*, his aſſigns, leſſees or under tenants, with its appurtenances, unto and to the uſe and behoof of the ſaid *David Denny*, his heirs and aſſigns for ever, as by the ſaid ſeveral indentures, relation being thereunto reſpectively had, may more fully appear.

Recital of an antient deed, whereby a perpetual annuity was charged upon the eſtate of the then granter, which eſtate came to the grandfather of the preſent granters, who rebuilt the ground; and that after his death his truſtees ſold part;

**And whereas** by indenture dated on or about the third day of April 1761, and made or mentioned to be made between *Olive Ord*, Gentleman, of the one part, and *Philip Purt* and ſeveral other perſons, then inhabitants of the pariſh of, *&c.* London, of the other part, divers meſſuages and hereditaments then of him the ſaid *Olive Ord*, in the ſaid pariſh of, *&c.* were charged with the payment thereout of one perpetual annuity or yearly rent-charge of fifteen pounds for the purpoſes, and ſubject to the condition, and with ſuch remedies for recovery thereof, as in the ſame indenture were in that behalf mentioned and directed. **And whereas** the fee-ſimple and inheritance of the ſaid meſſuages and hereditaments of the ſaid *Olive Ord* did afterwards (charged as aforeſaid) by good conveyances in law or otherwiſe legally come to and veſt in *Quarles Aſhil*, long ſince deceaſed, grandfather of the ſaid *Abel Aſhil* and *Bethel Aſhil*, who in his life-time pulled down the ſame, or great part thereof, and erected or built ſeveral other meſſuages and buildings in the place and ſtead thereof, or on part of the ground thentofore of the ſaid *Olive Ord*. **And whereas** by indentures of leaſe and releaſe, bearing date reſpectively the ſeventeenth and eighteenth days of April, 1768, *Richard Ruſt*, Doctor in Divinity, *Samuel Smith* and *Thomas Tilley*, (truſtees named in the will of the ſaid *Quarles Aſhil*) and *Victoria Aſhil*, his widow and relict, ſold and conveyed all the ſaid meſſuages and buildings then lately built by the ſaid *Quarles Aſhil*, ſave and except only five ſeveral meſſuages or tenements with their appurtenances, then in the ſeveral tenures of [*here follow the names of tenants*] and which were then in jointure to the ſaid *Victoria* for her life, with their reſpective appurtenances unto and to the uſe of *Walter Wells*, his heirs and aſſigns; in which ſaid conveyance the ſaid *Walter Wells* covenanted and agreed to pay the ſaid whole annuity or rent-charge of fifteen pounds from Michaelmas then laſt paſt during the natural life of the ſaid *Victoria Aſhil*, and to ſave harmleſs and indemnify the ſaid *Thomas Tilley* and *Victoria Aſhil*, and the ſaid five meſſuages then in jointure to her from the ſaid annuity, and all diſtreſſes, actions and charges on account thereof; **And** in and by the ſaid conveyance it was agreed, that from and after the death of the ſaid *Victoria Aſhil*, the ſaid annuity ſhould be paid as follows, *viz.* The ſaid *Walter Wells*, his heirs and aſſigns, to pay ten pounds out of the ſaid meſſuages thereby conveyed to him and them, and the owner or inheriter of the ſaid five other meſſuages then in jointure to the ſaid *Victoria Aſhil* as aforeſaid, to pay the remaining five pounds out of the ſame five meſſuages; as by the ſaid laſt recited indentures, relation being thereunto had, may more fully appear. **And whereas** the ſaid two meſſuages, or tenements and premiſes ſo ſold and conveyed unto and to the uſe of the ſaid *David Denny*, his heirs and aſſigns as aforeſaid, are two of the ſaid five meſſuages formerly in jointure to the ſaid *Victoria Aſhil*, and which from and after her deceaſe were agreed to be charged with the ſaid five pounds as aforeſaid. **And whereas** the ſaid *Victoria Aſhil*, afterwards *Victoria Adams*, departed this life about eleven years ago, but no part of the ſaid five pounds hath been paid, or demanded to be paid out of the ſaid five meſſuages agreed to be charged therewith as aforeſaid, or any of them, ſince the deceaſe of her the ſaid *Victoria*, nor hath any part of the ſaid annuity of fifteen pounds been paid, or demanded to be paid out of the ſame five meſſuages, or any of them, ſince the year 1768, and it is uncertain whether the ſaid five meſſuages, or any of them, be now ſubject to or chargeable with the ſaid yearly ſum of five pounds, or any part thereof, or whether the ſame meſſuages have not been freed from the ſaid yearly ſum by ſome ſubſequent agreements: **And therefore** it was agreed by and between the ſaid *Abel Aſhil*, *Bethel Aſhil*, and *David Denny*, upon his contract for the purchaſe of the ſaid two meſſuages, or tenements and premiſes ſo conveyed unto and to the uſe and behoof of him the ſaid *David Denny*, his heirs and aſſigns as aforeſaid, that they the ſaid *Abel Aſhil* and *Bethel Aſhil* ſhould indemnify and ſave harmleſs him the ſaid *David Denny*, his heirs and aſſigns, and the ſaid two meſſuages, or tenements and premiſes ſo conveyed to him and them as aforeſaid, of, from and againſt all arrears of the ſaid yearly ſum of five pounds for and until the feaſt-day of the birth of our Lord Chriſt now next enſuing; and that in caſe the ſaid yearly ſum of five pounds, or any part of the ſaid annuity of fifteen pounds, ſhould at any time hereafter be recovered out of and charged upon the ſaid five meſſuages by the ſaid indenture of the eighteenth day of April 1768, agreed to be charged with the ſaid five pounds, from and after the deceaſe of the ſaid *Victoria Aſhil* as aforeſaid, then the ſaid *David Denny*, his heirs and aſſigns, ſhould only bear and pay the yearly ſum of two pounds for and in reſpect of the ſaid two meſſuages and premiſes ſo conveyed to him and them as aforeſaid, to commence and be computed from the ſaid feaſt-day of the birth of our Lord Chriſt now next enſuing; and that the reſidue and overplus of all ſuch ſums of money as ſhould be ſo recovered or charged as aforeſaid, ſhould be wholly borne and paid by the owners and proprietors of the three other of the ſaid five meſſuages charged with the ſaid three pounds as aforeſaid, which are not purchaſed by or conveyed to the ſaid *David Denny*. **Now this Indenture witneſſeth**, and in conſideration of the premiſes, and in purſuance of the ſaid recited agreements, the ſaid *Abel Aſhil* and *Bethel Aſhil* **do** hereby for themſelves and each of them, their and each of their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *David Denny*, his heirs and aſſigns, in manner following, that is to ſay; that they the ſaid *Abel Aſhil* and *Bethel Aſhil*, or one of them, their or one of their heirs, executors or adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnify the ſaid *David Denny*, his heirs, executors, adminiſtrators and aſſigns, and the ſaid two meſſuages, or tenements and premiſes ſo conveyed unto and to the uſe of him the ſaid *David Denny*, his heirs and aſſigns as aforeſaid, of, from and againſt all arrears of the ſaid yearly ſum of five pounds, incurred and grown due, or which ſhall be due or recovered for and until the ſaid feaſt-day of the birth of our Lord Chriſt now next enſuing, and of, from and againſt all actions, ſuits, loſs, coſts, charges and expences to be occaſioned or ſuſtained for or account of ſuch arrears. **And further**, that in caſe at any time hereafter the ſaid yearly ſum of five pounds, or any part of the ſaid annuity of fifteen pounds ſhall be recovered out of and charged upon the aforeſaid five meſſuages agreed to be charged with the ſaid five pounds as aforeſaid, then the owners and proprietors of the ſaid three other meſſuages not purchaſed by or conveyed to the ſaid *David Denny* as aforeſaid, ſhall and will, from

and the purchaſer covenanted to pay the whole annuity during the life of the widow, and afterwards a certain proportion; and the houſes not then ſold, the reſidue; and that the houſes now ſold are parcel of the premiſes; and that the widow has been dead ſome years; but no part of the annuity hath been demanded out of the houſes not included in the former ſale; and it is uncertain whether they have not been freed from it by ſome ſubſequent agreement.

An agreement thereupon between the now parties recited, to indemnify the now purchaſer, *&c.* to a day certain, and to apportion it (if recoverable) for the future.

The covenant to that purpoſe,

viz. to indemnify againſt arrears to a day certain.

Then for future apportionment, in caſe the annuity ſhall be recovered.

from time to time, and at all times hereafter, bear and pay all ſuch ſum and ſums of money as ſhall be ſo recovered and charged as aforeſaid, over and above and other than and except the yearly ſum of two pounds, which in that caſe is to be borne and paid by the ſaid *David Denny*, his heirs and aſſigns, to commence and be computed from the ſaid feaſt-day of the birth of our Lord Chriſt now next enſuing. **And in conſideration** of the premiſes, and in purſuance of the ſaid recited agreements, the ſaid *David Denny* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant, and agree to and with the ſaid *Abel Aſhil*, and *Bethel Aſhil*, and each of them, their and each of their heirs and aſſigns, that in caſe at any time hereafter, the ſaid yearly ſum of five pounds, or any part of the ſaid annuity of fifteen pounds, ſhall be recovered out of and charged upon the aforeſaid five meſſuages agreed to be charged with the ſaid five pounds as aforeſaid, then he the ſaid *David Denny*, his heirs and aſſigns, ſhall and will bear and pay the ſaid yearly ſum of two pounds, part of the monies to be ſo recovered or charged by and out of the rents and profits of the ſaid two meſſuages and premiſes ſo conveyed to him and them as aforeſaid, the ſaid yearly ſum or payment of two pounds, to commence and be only computed from the ſaid feaſt-day of the birth of our Lord Chriſt now next enſuing. **In witneſs**, *&c.*

The purchaſer covenants to pay his proportion as agreed on.

*(Horſeman.)*

## *Agreement for the Sale of a Quantity of Goods, if the Factors have them by them at the Ship's Arrival at ſuch a Place.*

**Agreed** the, *&c.* **Between** *G. W.* and *T. S.* of, *&c.* of the one part, and *T. N.* of, *&c.* of the other part, as follows, (that is to ſay,)

**THE** ſaid *G. W.* and *T. S.* do hereby for themſelves, their executors, adminiſtrators, factors, or aſſigns, covenant, promiſe and agree, to and with the ſaid *T. N.* his executors and aſſigns, that *H. S.* and *O. M.* merchant at A. the factors of the ſaid *G. W.* and *T. S.* ſhall within ——— days after the next arrival of the ſhip V. H. *R.* maſter, at A. after the date hereof (to which ſhe is now bound) deliver, or tender to be delivered on board the ſaid ſhip, for the proper account and riſque of the ſaid *T. N.* at L. ſix barrels of tar, of the ſame goodneſs and ſize as are uſually ſold and delivered at A. to the Hollanders upon contract; and likewiſe ſuch further quantity of the ſaid tar as the ſaid *H. R.* ſhall require, not exceeding four barrels, if the ſaid *H. S.* and *O. M.* ſhall within the time aforeſaid have the ſix barrels, and any ſuch further quantity thereof at A. not ſold or diſpoſed of, or any leſs quantity of tar which they ſhall then have not ſo ſold or diſpoſed of upon the ſaid ſhip's arrival there, as hereunder is mentioned: **And** the ſaid *T. N.* his executors, adminiſtrators, and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *G. W.* and *T. S.* their executors and aſſigns, jointly and ſeverally, that the ſaid ſix barrels, and what further quantity of tar the ſaid *H. S.* and *O. M.* ſhall have ready, and ſhall deliver, or tender to be delivered on board the ſaid ſhip, within ——— days after her arrival at A. or any ſuch leſs quantity as aforeſaid, ſhall be received on board the ſaid ſhip, for the account of the ſaid *T. N.* as aforeſaid: **And** that he the ſaid *H. N.* or the maſter of the ſaid ſhip for the time being, ſhall ſign bills of lading for what ſhall be ſo received on board her, to be delivered to the ſaid *T. N.* or his order in L. and that he the ſaid *T. N.* his executors, and adminiſtrators, ſhall and will ſtand to and bear all riſques and damages thereof, after the ſame ſhall be ſo ſhipped: **And alſo** that the ſaid *T. N.* his executors, adminiſtrators, or aſſigns, within ——— days after the ſaid bills of lading for the ſaid tar ſhall be received by or delivered to the ſaid *T. N.* his executors or adminiſtrators, by or from the ſaid *G. W.* and *T. S.* or either of them, he the ſaid *T. N.* his executors, adminiſtrators, or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *G. W.* and *T. S.* their executors or aſſigns, in L. ſo much lawful, *&c.* as the tar, which ſhall be ſo delivered on board the ſaid ſhip, and for which the ſaid bills of lading ſhall be ſigned as aforeſaid, ſhall amount to at and after the rate of ——— *per* barrel. **And laſtly**, it is declared and agreed by and between the ſaid parties, that in caſe the ſaid *H. S.* and *O. M.* ſhall not have any tar by them, or that what tar they ſhall have by them ſhall happen to be ſold or diſpoſed of at the arrival of the ſaid ſhip at A. that then and in either of the ſaid caſes, theſe preſents, and every thing therein contained, ſhall be void and of none effect; any thing aforeſaid to the contrary notwithſtanding. **And it is further agreed** by and between all the ſaid parties to theſe preſents, that the ſaid *T. N.* ſhall pay all charges of ſhipping on board the ſaid goods, not exceeding two *per cent.* **In witneſs**, *&c.*

Covenant that a merchant's factors ſhall deliver on board a quantity of tar on the ſhip's arrival.

Covenant that the ſame ſhall be received on board.

And bills of lading delivered.

And to pay for the tar after ſuch rate.

And that if the factors have not any tar by them on the ſhip's arrival, this agreement to be void, *&c.*

## *Agreement that an Apprentice ſhall have Liberty to occupy a Stock of his own, for the Reſidue of his Term, as a Recompence for his good Services.*

**THIS Indenture**, made, *&c.* **Between** *R. J.* on the one part, and *M. A.* of L. merchant, now apprentice of the ſaid *R.* on the other part, **Witneſſeth**, that the ſaid *R.* for the diligence, faith, and true ſervice, which the ſaid *M.* intended to do to his ſaid maſter, during the full term of his apprenticeſhip, now for the time to come, hath and by theſe preſents giveth free licence and liberty unto the ſaid *M.* that the ſaid *M.* and his aſſigns at all times, during the time of his apprenticeſhip, at his free will and pleaſure as well on this ſide of the ſea as in the parts beyond the ſea, ſhall occupy merchandize, and employ a ſtock or ſum of three hundred pounds with all the increaſe, gains or advantage that ſhall fortune to grow, come, riſe and increaſe, by reaſon of the uſe, profit and advantage of the ſaid *M.* **And** the ſaid *M.* covenanteth, *&c.* that the ſaid *M.* during the term of his apprenticeſhip, ſhall not procure, make, aſſign, nor conſtitute any perſon or perſons to be his factor, attorney or aſſigns on this ſide of the ſea or in the parts beyond the ſeas, but only ſuch a perſon or perſons, being apprentice of the ſaid *R.* as his maſter ſhall name and aſſign for the ſaid ſtocks: **And** the ſaid *M.* covenanteth, *&c.* that he the ſaid *M.* or his aſſigns, during the

Conſiderations.

Liberty for the apprentice to occupy merchandize, and employ a ſtock or ſum of 300l.

the ſaid term of his apprenticeſhip ſhall not beſtow, merchandize, barter, nor return his ſaid ſtock or ſum of three hundred pounds, nor increaſe of the ſame, nor any part or parcel thereof, in or for any other wares and merchandizes, but only in and for ſuch wares and merchandize as hereafter ſhall be mentioned, that is to ſay, firſt in peppers, fuſtians, &c. **Provided always**, and it is further agreed between the ſaid parties to theſe preſents, that at ſuch time, and when he the ſaid *M.* or his aſſigns, do not beſtow, employ, barter, nor return his ſaid ſtock of, &c. with the increaſe and gains thereof, in ſuch wares as is above expreſſed; that then it ſhall be lawful unto the ſaid *M.* and his aſſigns, from time to time to deliver the ſaid ſtock, &c. and the increaſe and gains thereof in exchange to any perſon or perſons, without any let or contradiction to the ſaid *R.* his maſter or aſſigns: **Moreover** the ſaid *M.* covenanteth, &c. that the ſaid *M.* at no time during the time of his apprenticeſhip ſhall charge or bind the ſaid *R.* his maſter, or his aſſigns, by any obligation or other ſurety to any perſon or perſons for any manner of debts, duties or cauſe, but only ſuch debts or duties as do concern only the buſineſs of the ſaid *R.* and that the ſame *M.* during the ſaid full term of his apprenticeſhip now for to come, ſhall truly ſerve the ſaid *R.* his maſter in all his commandments, to be faithful and honeſt, as well on this ſide of the ſea as in the parts beyond the ſea, without fraud or delay; **And alſo** at no time during the ſaid term, ſhall uſe or play at any game or games, &c. privately nor openly, with any perſon or perſons for any ſum or ſums of money; **And** that the ſaid *M.* during his ſaid term, ſhall not commonly nor continually uſe nor have the company of any light or evil diſpoſed woman, or women of lewd converſation, nor find nor expend upon her or them any ſum or ſums of money, in and for their daily findings of meat, drink, cloathing, bedding, nor otherwiſe; and for the performance of all and every the covenants, &c. **In witneſs**, &c.

Not to concern the ſaid *R.* the maſter by any obligation, or any manner of debts or ſurety to any perſon for any debt, but only ſuch as concerns the maſter's own buſineſs.

*(Wood.)*

*An Agreement to lay in Water in a Country Town, and to pay for the ſame.*

**THIS Indenture**, made the, &c. **Between** *R. P.* of, &c. and *W. P.* of, &c. of the one part, and ——— of H. aforeſaid, of the other part, **Witneſſeth**, that they the ſaid *R.* and *W. P.* for and in conſideration of the covenants and conditions hereafter in theſe preſents expreſſed, **Have** granted and agreed, and by theſe preſents **Do** grant and agree to and with the ſaid ———, that they the ſaid *R.* and *W. P.* ſhall and will furniſh the ſaid ——— with water, from out of the river called H. river, in H. aforeſaid, for his own private uſe, to be uſed by him and his family only about their neceſſary occaſions, in the now dwelling houſe of the ſaid ———, ſituate in H. aforeſaid, and to be conveyed into the ſaid dwelling houſe by a pipe and cock thereto belonging, to be laid therein by the ſaid *R.* and *W. P.* for that purpoſe from the main pipe that lieth in H. aforeſaid, to convey the water from out of the ſaid river called H. river, into the town of H. aforeſaid, in order to ſerve the inhabitants thereof, (or ſo many of them as ſhall think proper to agree for the ſame) with water for the term of ——— years, to commence from the day of the date of theſe preſents, fully to be complete and ended; he the ſaid ——— yielding and paying therefore yearly during the ſaid term, unto the ſaid *R.* and *W. P.* their executors, adminiſtrators or aſſigns, at the houſe of the ſaid *W. P.* ſituate in H. aforeſaid, the ſum of, ——— &c. by four equal quarterly payments, (to wit) at the, &c. without abatement or deduction for any tax or rate whatſoever, impoſed or to be impoſed; the firſt payment to begin, and to be made at the, &c. next coming after the date hereof; which yearly rent the ſaid ——— doth for himſelf, his executors and adminiſtrators, covenant, promiſe, and grant, by theſe preſents, to and with the ſaid *R.* and *W. P.* and their executors, adminiſtrators, and aſſigns, well and truly to pay by even and equal portions unto the ſaid *R.* and *W. P.* and their executors, adminiſtrators, and aſſigns, at the days aforeſaid appointed for payment thereof in every year, during the continuance of this agreement, at the dwelling-houſe of the ſaid *W. P.* ſituate as aforeſaid. **And** the ſaid *R.* and *W. P.* for themſelves, their executors, adminiſtrators, and aſſigns, do covenant and grant by theſe preſents, to and with the ſaid ———, that they the ſaid *R.* and *W. P.* ſhall and will furniſh the ſaid ——— with water as aforeſaid; and alſo ſhall and will at their own proper coſts, charges and expences, lay a pipe and cock into the dwelling-houſe of the ſaid ——— for the conveying of the ſaid water, as and in manner aforeſaid; and ſhall and will at their like coſts and charges, keep the ſame in repair. **Provided always**, and the ſaid ——— doth covenant, promiſe, and grant to and with the ſaid *R.* and *W. P.* and their executors, adminiſtrators, and aſſigns, by theſe preſents, that the ſaid *R.* and *W. P.* and their executors, adminiſtrators or aſſigns, company and workmen, or their officer or ſervants for that purpoſe appointed, or to be appointed, ſhall or may peaceably and quietly come into the ſaid houſe and premiſes thereto belonging of the ſaid ——— in the day-time, as often as ſhall be convenient; to lay in the ſaid pipe and cock for conveying the ſaid water, and to view the ſaid pipe and cock, and to repair the ſame when wanting, or any other pipe or branch that ſhall be derived into any other houſe from the ſaid ——— and to ſee the ſaid water ſhall not be given, ſold, taken away, or run to waſte: and to take up the ſaid pipe and cock at the end of the ſaid term, and to carry the ſame away to their own pipe and cock. **Provided always**, that if the ſaid yearly rent ſhall be behind, or unpaid, in part or in all, by the ſpace of ſeven days, next after any of the ſaid days on which the ſame ought to be paid as aforeſaid, contrary to the tenor and true meaning of theſe preſents, the ſame being demanded at the houſe of the ſaid ——— by the ſaid *R.* and *W. P.* and their executors, adminiſtrators or aſſigns, or their ſervants, attorney or officer for that purpoſe appointed; or if the ſaid water ſhall run to waſte at any time, the ſaid ——— ſhall for every day after ſuch default of payment of the ſaid rent, and for every ſuch waſte, upon requeſt or demand, pay or cauſe to be paid to the ſaid *R.* and *W. P.* and their executors, adminiſtrators or aſſigns, or to their officers demanding the ſame, the ſum of two ſhillings and ſix-pence *nomine pœnæ:* or if any part or quantity of the ſaid water, iſſuing by or through the ſaid pipe, ſhall happen to be conveyed, given, ſold, or converted, to any place or places, perſon or perſons, uſe or uſes whatſoever, other than for the neceſſary uſe and ſervice of the ſaid ———, and family inhabiting in his ſaid houſe; or if any other watercourſe ſhall be drawn or derived out of the ſaid pipe or cock, by the ſaid ———, or by any other perſon or perſons by his conſent, privity or procurement, contrary to the

Agreement.

Covenant.

Proviſo,

tr

true tenor and meaning of theſe preſents; or if that the ſaid ———, his executors or adminiſtrators, ſhall not pay and ſatisfy to the ſaid *R.* and *W. P.* their executors, adminiſtrators or aſſigns, the ſaid ſum of two ſhillings and ſixpence upon demand, when and as often as the ſame ſhall become due, that then it ſhall and may be lawful to and for the ſaid *R.* and *W. P.* and their executors, adminiſtrators or aſſigns, or their officers, ſervants or workmen, for that purpoſe by them appointed, to take up the ſaid pipe and cock, and ſever it from the main pipe at their will and pleaſure, and to carry the ſame away without any manner of let, trouble or denial, claim or demand of the ſaid ———; and that then, and from the time of taking up the ſaid pipe and cock, this preſent grant and agreement, and every covenant, article and agreement, tending to the advantage or benefit of the ſaid ———, ſhall be utterly void and fruſtrate to all intents and purpoſes; any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. **In witneſs**, *&c.* (Vide Titles **Compoſitions, Copartnerſhip, Marriage Settlements**, *&c. &c.)*

*Agreement for the Sale of Trees growing, with Liberty to cut down and carry them away,* &c.

**Articles of Agreement**, indented, *&c.* **Between** *Richard How*, of, *&c.* of, *&c.* of the one part, and *Edward May*, of, *&c.* Timber-Merchant, of the other part, in manner following, (that is to ſay,)

Agreement.

**FIRST**, the ſaid *R. H.* in conſideration of —— to him in hand paid, at, *&c.* by the ſaid *E. M.* the receipt, *&c.* and in conſideration of the further ſum of —— to be paid him by the ſaid *E. M.* his executors or adminiſtrators, as hereunder is mentioned, **Hath** granted, bargained and ſold, and by, *&c.* **Doth** bargain and ſell unto the ſaid *E. M.* his executors, adminiſtrators, and aſſigns, ——— of the oak tree, now ſtanding and growing in and upon the lands and grounds belonging to the ſeveral farms, called ——— or any of them, in the pariſh of, *&c.* now in the tenure, *&c.* which the ſaid *E. M.* his executors or aſſigns, ſhall think fit to chuſe, and take from all or any of the ſaid farms, and the lands and grounds thereunto belonging, or to any of them, together with the tops and bark of and belonging to the ſaid ——— trees hereby ſold. **And the ſaid** *R. H.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *E. M.* his executors, adminiſtrators and aſſigns, by theſe preſents, that at all or any time or times, until the, *&c.* which will be in the year of, *&c.* he the ſaid *E. M.* his executors, workmen, ſervants, or aſſigns, ſhall and may have free liberty of ingreſs, egreſs and regreſs, into and from all or any part of the lands and grounds belonging to the farms aforeſaid, or any of them, with horſes, carts and carriages, to chuſe, take, fell, cut down and carry away the ſaid ——— trees, and the tops and bark thereof, to and for his and their own uſe and uſes; and like liberty to make and dig ſaw-pits in convenient places in the ſaid grounds, and therein to ſaw, cut out and convert all, or ſo many of the ſaid trees as he or they ſhall think fit, for the better conveniency or carriage thereof.

Liberty to cut trees down and take them away, *&c.*

**And the ſaid** *E. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *R. H.* his executors, adminiſtrators and aſſigns, by theſe preſents, as follows, (that is to ſay,) that within the time aforeſaid he the ſaid *E. M.* his executors, adminiſtrators, ſervants or aſſigns, will chuſe out, and at his and their own charge, fell, cut down and carry away the ſaid ——— trees ſo ſold to him as aforeſaid; and in conſideration, and in full for the purchaſe thereof, ſhall and will truly pay or cauſe to be paid unto the ſaid *R. H.* his executors, adminiſtrators or aſſigns, the ſum of ——— in the manner following, *viz.* ——— part thereof on the, *&c.* next enſuing the date of theſe preſents, and the remaining ſum of, *&c.* on the, *&c.* then next following. *(Penalty.)* **In Witneſs**, *&c.*

Covenant to take them away, and pay the purchaſe-money.

*(Newnam.)*

*Agreement between a Maſter and a Servant for the Management of a Farm.*

**Articles**, &c. **Between** *Samuel Taylor* of, *&c.* of the one part, and *Francis Say*, &c. of the other part, as follows;

**WHEREAS** the ſaid *S. T.* hath agreed with and hired the ſaid *F. S.* to be his ſervant or agent for the well ordering, improving and managing for the beſt and moſt profit and advantage of the ſaid *S. T.* in good huſband-like manner as herein after is mentioned, of all that farm, meſſuage or tenement, barns, ſtables, out-houſes, lands, meadows and paſture ground, with the appurtenances thereunto belonging, now in the tenure or occupation of the ſaid *S. T.* ſituate, lying and being in, *&c.* and commonly called or known by the name of, *&c.* for the term of one year from the feaſt-day of, *&c.* next coming after the date hereof, and ſo from year to year afterwards, for and during the term of two years more, if he the ſaid *S.* ſhall think fit to entertain the ſaid *F.* in his ſaid ſervice, and not otherwiſe, at and for the yearly ſalary or wages of thirty pounds of, *&c. per annum*, payable quarterly, as herein after is mentioned; **And alſo whereas** the ſaid *S. T.* hath leaſed and to farm letten unto the ſaid *F. S.* the ſtock of cattle hereafter mentioned, to be fed and paſtured upon the ſaid farm, as herein after is expreſſed, for one whole year, to be accounted from the ſaid feaſt of, *&c.* and ſo from year to year afterwards, for and during the term of two years more, if the ſaid *S.* ſhall pleaſe to let the ſame, and not otherwiſe, *viz.* forty-three cows, at and for the rent of two pounds ſeventeen ſhillings *per annum* for each, and ſeveral cows, whereof thirty-two are to be delivered to the ſaid *F.* at Michaelmas next, and eleven more, reſidue of the ſaid forty-three cows, between Michaelmas and Lady-day next; and alſo one hundred and twenty ewes, at and for the rent of ſix ſhillings and eight-pence for each ſeveral ſcore of the number of ewes aforeſaid *per annum*; which ſeveral rents for the ſtock of cattle aforeſaid after the ſeveral rates aforeſaid, amounting together to the ſum of one hundred and fifty-ſix pounds two ſhillings, he the ſaid *F. S.* hath agreed to pay on four quarter-days in the year hereafter mentioned, that is to ſay, the feaſts of, *&c.* by even and equal portions; and hath alſo granted unto the ſaid *F. S.* free liberty to keep in the ſaid yards of the ſaid *F.* twenty

Servants wages.

Leaſe of cattle.

Rent.

*F.* twenty ſwine, well wrung and yoked, with a convenient number of poultry, allowing unto the ſaid *S. T.* twelve good capons every year: Now it is thereupon covenanted, granted, concluded and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, the ſaid *F. S.* for himſelf, his, *&c.* doth

The ſervants to plough, *&c.* covenant, *&c.* to and with the ſaid *S. T.* his, *&c.* by, *&c.* that he the ſaid *F. S.* ſhall and will at his and their own proper coſts and charges, in a good huſband-like manner, and at ſeaſonable time in the year, from time to time during ſo long as he ſhall continue in the ſaid ſervice of the ſaid *S.* well and ſufficiently plough and keep in tillage the number of one hundred and fifty acres, little more or leſs, parcel of the farm aforeſaid, every year yearly, and ſhall and will leave fifty acres thereof, to be laid fallow every other year, and plough the ſame fifty acres four times before it be ſowed again, and ſhall ſow the remaining one hundred acres at ſeaſonable times in the year with ſuch corn and ſeed as the ſaid *S. T.* his executors or aſſigns, ſhall from time to time direct and appoint; and the ſame ſo ſown ſhall in good huſband-like

Reaping, *&c.* manner harrow, and in like manner, if need be, roll the ſame in ſeaſon; And that he the ſaid *F. S.* his ſervants and aſſigns, ſhall from time to time during the term of three years, or ſo long thereof as he ſhall remain in the ſaid ſervice of the ſaid *S. T.* at ſeaſonable times in the year, in a good huſband-like manner reap, cut down and ſhock all the corn that ſhall ſtand, grow, or be in or upon the ſaid farm, or any part

Fences. thereof, and do all other things that ſhall be convenient for making the ſame fit to be houſed, and then ſhall fetch in and lay up the ſame in the barn belonging to the farm; And alſo well and ſufficiently repair, maintain, keep and amend the hedges, fences and incloſures of or belonging to the ſaid farm and premiſes, in, by and with all needful and neceſſary reparations and amendments during the ſaid term; And

Meadows. ſhall and will lay all the meadows of the ſaid farm from Lady-day, to Midſummer, or ſo much longer every year during ſo long of the ſaid term of three years as he ſhall continue in the ſaid ſervice of the ſaid

Mowing, *&c.* *S.* his executors or aſſigns, as ſhall be convenient for hay; And ſhall and will alſo at ſeaſonable times in the year yearly during the ſaid term, in good and huſband-like manner mow all the ſaid meadows, and in like manner make up all the hay, and fetch and carry it from the ſaid meadow to the yard belonging to

Dung, *&c.* the ſaid farm, and there lay it up in a ſtack or ſtacks; And ſhall and will lay all the dung, ſoil and compoſt, that ſhall be made in or about the yards and out-houſes belonging to the ſaid farm; and ſuch other dung and ſoil as the ſaid *S. T.* ſhall buy or provide for that purpoſe, to and upon ſuch part of the lands and grounds of the ſaid farm as the ſaid *S. T.* ſhall from time to time direct and appoint; and at ſeaſonable times in the year ſhall there ſpread the ſame, together with all the mole-hills and dung that ſhall

he ſervant to find ploughmen. be made by the cattle upon the paſture grounds. And furthermore the ſaid *F. S.* doth covenant and agree to and with the ſaid *S. T.* his, *&c.* that for the better managing and performing of the buſineſs aforeſaid, he the ſaid *F. S.* at his own proper coſts and charges, ſhall hire, find and provide two able and ſufficient ploughmen, who ſhall be aiding and aſſiſting to the ſaid *F. S.* in performance of all and every the

What to do. work and buſineſs aforeſaid, to carry out all ſuch corn and other things as the ſaid *S. T.* ſhall from time to time order and appoint, either to the now dwelling-houſe of the ſaid *S. T.* in, *&c.* or to ſuch other place and places as he ſhall alſo direct and appoint; and ſhall alſo go with the team of the ſaid *S. T.* to the highways, from time to time as occaſion ſhall require, there to repair and amend the ſame, and do and perform all ſuch works and buſineſs with the ſaid team as the ſaid *S. T.* ſhall from time to time order,

Covenant to pay rent for the cattle. think fit and appoint. And the ſaid *F. S.* for himſelf, his, *&c.* doth further covenant, *&c.* to and with the ſaid *S. T.* his, *&c.* by theſe preſents, that the ſaid *F. S.* his executors or aſſigns, ſhall and will yearly and every year during the ſaid term, or ſo long thereof as it ſhall pleaſe the ſaid *S. T.* to let to farm to the ſaid *F. S.* the ſtock and cattle aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *S. T.* his, *&c.* the ſaid yearly rent or ſum of, *&c.* of, *&c.* on the four quarterly days of payment thereof above-

Tithes. mentioned, by even and equal portions: And alſo ſhall and will, at his own proper coſts and charges, bear and pay all the tithes that ſhall grow due during the ſaid term for all the ſaid ſtock of cattle, cows and

Not to put more cattle, *&c.* than agreed for. ewes aforeſaid; And ſhall not or will not at any time or times during the ſaid term feed, or cauſe or ſuffer to be fed, or put into or upon any of the ſaid lands or grounds of the ſaid *S. T.* part of the farm aforeſaid, any more or other cattle than the ſaid ſtock aforeſaid, or than ſuch cattle or horſes as ſhall pleaſe the ſaid *S. T.* to let into the ſame; nor ſhall keep any more ſwine upon the farm aforeſaid, than the ſaid twenty for his own uſe, and three hogs for the uſe of the ſaid *S. T.* all which hogs and ſwine he the ſaid

Damages by cattle. *F. S.* ſhall and will from time to time during the ſaid term keep well rung and yoked; And alſo if it ſhall happen that the ſaid ſtock of cattle letten as aforeſaid, or the ſaid ſwine, or any of them at any time during the ſaid term, do hurt, damage, waſte or ſpoil any of the meadows or corn of the ſaid *S. T.* that then and ſo often as the caſe ſhall happen, he the ſaid *F. S.* his executors, or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. T.* his executors, or aſſigns, the full value of lawful mo-

Salary for ſervitude. ney of, *&c.* of all ſuch corn and graſs ſo hurted, damaged, ſpoiled or waſted as aforeſaid: In conſideration of all which premiſes he the ſaid *S. T.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, grant and agree to and with the ſaid *F. S.* his executors and aſſigns, by theſe preſents, in manner and form following, that is to ſay, That he the ſaid *S. T.* his executors and aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *F. S.* the ſaid yearly rent, ſum or ſalary of thirty pounds of, *&c.* during ſo long of the aforeſaid term of three years as he the ſaid *F. S.* ſhall continue in the ſaid ſervice and employment of the ſaid *S. T.* on the ſaid four quarterly days herein before particularly limited and

Servant's profit of the ſaid cattle. mentioned for payment of the aforeſaid rent of, *&c.* by even and equal portions; And alſo that he the ſaid *F. S.* ſhall or may. for and under the ſaid yearly rent of, *&c.* and obſerving, performing, fulfilling and keeping all and ſingular the covenants, grants, articles and agreements herein contained on his part to be obſerved, performed, done, fulfilled and kept, according to the true intent and meaning of theſe preſents, have, holn and enjoy the advantage ariſing by the ſaid ſtock of cattle to his own proper uſe for and during the term of one year, to be accounted from Michælmas next as aforeſaid, and ſo from year to year afterwards,

Warning. for and during the term of two years more, if he the ſaid *S. T.* ſhall not within three months next before the end of the ſecond year, give or leave notice or warning at the meſſuage belonging to the ſaid

Depaſturing cattle. farm, that he is minded and determined otherwiſe to diſpoſe of the ſame; And ſhall and may depaſture the ſame ſtock of cattle, together with the horſes and other cattle of the ſaid *S. T.* in and upon the paſture ground belonging to the farm aforeſaid, in reaſonable times of the year, and feed the milch cows and ſheep with hay in the winter, together with the horſes of the ſaid *S. T.* and the dry cows only with ſtraw, without any let, ſuit, trouble, moleſtation or hindrance of or by the ſaid *S. T.* his executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim from, by or under

under him or them, or any of them, or by his, their or any of their means, conſent or procurement. **Provided always,** and it is agreed by and between the ſaid parties to theſe preſents, that if any of the cows, part of the ſaid ſtock of cattle letten as aforeſaid, ſhall happen to calve twice in one year during the continuance of the ſaid ſtock in the hands of the ſaid *F. S.* then and in ſuch caſe the ſecond calf, as ſhall ſo happen to fall in one year as aforeſaid, ſhall or may be had, received and enjoyed by the ſaid *S. T.* his executors, adminiſtrators or aſſigns, together with the milk of each cow from ſuch her ſecond calving until ſhe grows dry again, without any let, ſuit, denial, moleſtation, hindrance or interruption of or by the ſaid *F. S.* his, *&c.* **Provided alſo,** and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *F. S.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *S. T.* his, *&c.* by theſe preſents, that the ſaid *S. T.* ſhall at any time or times, during the ſaid term of the firſt two years of the ſaid three years, take into his own hands the ſaid ſtock of the cattle ſo letten unto the ſaid *F. S.* as aforeſaid, or otherwiſe diſpoſe of the ſame, and of ſuch his mind and determination ſhall give or leave notice or warning three months before the end of either of the ſaid two firſt years at the farm aforeſaid, then he the ſaid *F. S.* his executors and adminiſtrators, ſhall and will, at the end of the ſaid three months next after ſuch notice or warning given or left as aforeſaid, well and truly deliver or cauſe to be delivered unto the ſaid *S. T.* his, *&c.* all and ſingular the ſtock of cattle aforeſaid, forty-three cows, one hundred and twenty ewes, to be at his diſpoſing, without any further claim, denial or hindrance of or by him the ſaid *F. S.* his, *&c.* or any of them. **In witneſs,** &c.

Calves.

When the maſter may take into his own hands the ſtock of cattle, *&c.*

*(Jones.)*

*An Agreement on a Purchaſe. Some real Eſtates being deviſed to be ſold for ſeveral Purpoſes, and among others to raiſe a Portion for a Woman; ſhe marries a Minor; there are alſo ſome Annuities charged. Upon Sale of the Eſtates (by Agreement contained in this preſent Draught) Part of the Purchaſe Money is veſted in South-Sea Annuities to indemnify the purchaſed Lands againſt the Portion,* &c.

**THIS Indenture of Four Parts,** made the ſixteenth day of Auguſt, in the nineteenth year of the reign, *&c.* and in the year of our Lord 1779, **Between** *Agnes Allen* of, *&c.* widow, and *Barbara Bell* of, *&c.* widow, (ſiſters and ſurviving deviſees and executrixes in truſt named in the laſt will and teſtament of *Cyril Cary*, late of, *&c.* Eſquire, deceaſed) of the firſt part, *Darby Due* of, *&c.* Apothecary, and *Eve Due* his wife, *Flavia Fox* of, *&c.* widow, and *Guy Gee* of, *&c.* Gentleman, and *Helena Gee* his wife, (which *Eve Due*, *Flavia Fox*, and *Helena Gee*, are the nieces of the ſaid *Cyril Cary*, and deviſees and reſiduary legatees in his ſaid will named as to all the reſiduum of both his real and perſonal eſtate) of the ſecond part, *Luna Lane* of, *&c.* widow, *Matthew Martin* of Jug in the county of Kent, Eſquire, *Nathaniel Nunn* of Loke in the county of Merioneth, Eſquire, and *Owen Owram* of London, Eſquire, (the four acting executors of *Peter Lane* late of London aforeſaid, Eſquire, deceaſed) of the third part, and *Noah North* of, *&c.* Gentleman, *Owen Oſborn* of, *&c.* Gentleman, *Peter Gee*, of *&c.* Mercer, and *Ralph Roll* of, *&c.* Gentleman, of the fourth part. **Whereas** by indentures of leaſe and releaſe, bearing date reſpectively the eighth and ninth days of March, which was in the year of our Lord 1765, the releaſe being quadrupartite, and made or mentioned to be made between *Simon Cary* then of, *&c.* Eſquire, (ſince deceaſed) and the ſaid *Cyril Cary*, by the name of *Cyril Cary*, Eſquire, eldeſt ſon and heir apparent of the ſaid *Simon Cary*, of the firſt part, *Titus Tall* of London, Eſquire, *Vincent Tall*, Eſquire, his eldeſt ſon and heir apparent, and *William Tall*, Eſquire, the other ſon of the ſaid *Titus Tall*, of the ſecond part, *Xerxes Xoll*, Eſquire, of the third part, and *Zacheus Zouch*, Gentleman, of the fourth part, and common recovery ſuffered in Hilary Term in the ſame year in purſuance of the ſame releaſe, **the** manors, meſſuages, land and hereditaments herein after mentioned (together with other lands and hereditaments) were limited, or intended to have been limited (ſubject to and charged with a rent charge of two hundred and fifty pounds *per ann.* to the ſaid *Simon Cary* for his life, with ſuch remedies for the ſame as in the ſaid releaſe were in that behalf mentioned) **to the uſe** of the ſaid *Titus Tall*, *Vincent Tall* and *William Tall*, their executors and adminiſtrators, for the term of five hundred years from Midſummer then laſt paſt, without impeachment of waſte, upon divers truſts therein mentioned; and particularly (among others which are ſince performed or determined) in truſt by the ways and means therein expreſſed and directed to levy and raiſe the ſum of one thouſand two hundred pounds for the portions of *Anne Cary* and *Bona Cary*, two of the then daughters of the ſaid *Simon Cary*, equally to be divided between them, to be paid them at their reſpective days of marriage, and not to their or either of their executors or adminiſtrators; **and** upon further truſt to pay and allow unto the ſaid *Anne Cary* and *Bona Cary* the ſum of forty pounds a-piece *per ann.* for their yearly maintenance until they ſhall be married, and no longer, the ſaid ſums for their maintenance to be paid to them by quarterly payments at the four moſt uſual feaſts or days of payment; and from and after the determination of the ſaid term of five hundred years, and ſubject thereto, and to the aforeſaid rent-charge, the ſame premiſes were limited, or intended to have been limited, **to the uſe** of the ſaid *Cyril Cary*, his heirs and aſſigns. **And whereas** the ſaid *Cyril Cary* in and by his laſt will and teſtament in writing by him duly made and publiſhed, dated on or about the eighth day of June, which was in the year of our Lord 1770, did (among other things) give and deviſe **all** his manors, meſſuages, lands, tenements and hereditaments whatſoever in Condale aforeſaid, and in the pariſhes of Dell and Egar in the ſaid county of Flint, and all other his lands and tenements whatſoever and whereſoever unto his three ſiſters the ſaid *Agnes Allen*, *Bona Cary*, and *Barbara Bell*, and to their heirs and aſſigns for ever, **upon truſt** that they the ſaid *Agnes Allen*, *Bona Cary*, *Barbara Bell*, or the ſurvivor or ſurvivors of them, or the heirs of the ſurvivor of them, ſhould with all convenient ſpeed ſell or diſpoſe thereof in the whole or in parcels, and out of the monies raiſed by ſuch ſale or ſales ſhould pay all ſuch debts as were or ſhould be contracted or owing by him, and alſo all debts and incumbrances which the premiſes were charged or chargeable with before he became ſeized thereof; and alſo ſhould pay thereout the legacies therein after mentioned which he gave thereout; and he willed that his ſaid manors, meſſuages, lands, tenements and real eſtate ſhould be ſubject to and charged with the payment (among other annuities and monies) of the ſum of forty pounds *per ann.* to each of his ſiſters, the ſaid *Anne Cary* and *Bona Cary*, for their reſpective natural lives, at Lady-

Leaſe and releaſe by the deviſor and his father recited, whereby a term was created to raiſe portions for ſiſters,

and to pay them annuities in the mean time.

The will of the deviſor recited, deviſing his lands to truſtees to ſell, to pay debts of his own, or before contracted,

and legacies, ſubject to the annuities to the ſiſters,

Lady-day and Michaelmas by equal portions, as and for the reſpective annuities given to them reſpectively in and by his late father *Cary*'s laſt will and teſtament, (meaning and intending thereby the ſaid annuities provided or intended to be provided for them in and by the ſaid recited indenture quadrupartite, for that no ſuch annuities were given to them, or either of them, in and by his ſaid late father's will) and alſo ſubject to and chargeable with the payment thereout of forty pounds *per ann.* a-piece more to each of his ſaid ſiſters *Anne* and *Bona Cary*, for and during their natural lives reſpectively, and the life of the ſurvivor of them, (over and above the ſaid two annuities ſo given to them as aforeſaid) payable to them reſpectively at the times and in manner as was before directed concerning the ſaid other annuities, with ſuch power of diſtreſs in caſe of non-payment of the ſame annuities, as in the ſame will is in that behalf mentioned; and (after the bequeſt of divers pecuniary and other legacies and bequeſts) the ſaid *Cyril Cary* did give, deviſe and bequeath all other and the reſt and reſidue of his eſtates real and perſonal whatſoever (after his debts, legacies and funeral expences were paid and diſcharged) unto his ſaid three nieces *Eve Due*, *Helena Gee*, and *Flavia Fox*, their heirs and aſſigns for ever, equally to be divided between them and every of them, and of his ſaid will conſtituted and appointed his ſaid ſiſters *Agnes Allen*, *Bona Cary* and *Barbara Bell*, joint executrixes, as by the ſaid recited indentures and recovery, and the ſaid laſt will of the ſaid *Cyril Cary* (which has been proved *per teſtes* in the High Court of Chancery, relation being thereunto reſpectively had,) may (among other things) more fully appear. And whereas the ſaid *Bona Cary* is ſince departed this life unmarried, ſo that the part and ſhare of the ſaid ſum of twelve hundred pounds, in and by the ſaid indenture quadrupartite provided, or intended to have been provided for her portion, to have been paid at her day of marriage as aforeſaid, never became due or payable; and all the arrears of the ſaid ſeveral annuities in and by the ſaid indenture quadrupartite and will of the ſaid *Cyril Cary*, or either of them, provided for the ſaid *Bona* for her life as aforeſaid, and which incurred and became due to her in her life-time, have been fully ſatisfied and diſcharged. And whereas the ſaid *Anne Cary* is lately married or pretends to be married unto *George Gyles* the younger (an infant at the age of fourteen years, or thereabuots); and by virtue of the ſaid marriage ſhe the ſaid *Anne*, and the ſaid *George Gyles* in her right, or one of them, do claim or pretend to be entitled to the ſum of ſix thouſand pounds for her portion, as her part and ſhare of the ſaid ſum of one thouſand two hundred pounds, in and by the ſaid indenture quadrupartite provided to be raiſed as aforeſaid, together with intereſt for the ſame in the mean time and until payment thereof, in lieu of the ſaid annuity of forty pounds *per ann.* by the ſaid indenture quadrupartite provided for her as aforeſaid, and which by her ſaid marriage (in caſe ſhe be entitled to the ſaid ſix hundred pounds portion) is ceaſed and determined. And whereas it ſeems doubtful, whether by virtue of the ſaid recited will of the ſaid *Cyril Cary*, and the deceaſe of the ſaid *Bona Cary*, ſhe the ſaid *Anne*, and her ſaid huſband in her right, may not claim or pretend to be entitled not only to the ſaid further annuity of forty pounds *per ann.* by the ſaid will deviſed or directed to be paid to her for her life as aforeſaid, but alſo to the ſaid further annuity of forty pounds *per ann.* by the ſame will deviſed or directed to be paid to the ſaid *Bona* for her life as aforeſaid; and whether by virtue of the words of the ſame will the ſaid laſt mentioned annuity may not ſurvive to her the ſaid *Anne*, although it is apprehended that the ſaid *Cyril Cary* the teſtator did not ſo intend. And whereas the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, have lately bought and purchaſed of and from the ſaid *Agnes Allen* and *Barbara Bell*, with the conſent and approbation of the ſaid *Darby Due* and *Eve* his wife, *Flavia Fox*, and *Guy Gee* and *Helena* his wife, for the ſum or price of ſixteen thouſand pounds (part of the perſonal eſtate of the ſaid *Peter Lane*) The manors of Condale and Hennon, with their appurtenances, in the ſaid county of Flint, and divers freehold and leaſehold meſſuages, lands, tenements, tithes and hereditaments (all late the eſtate of the ſaid *Cyril Cary*) lying and being in Dell and Egar, or one of them, in the ſaid county of Flint. And by indentures of leaſe and releaſe and aſſignment, the leaſe bearing date the day next before the day of the date hereof, and the releaſe and aſſignment bearing even date herewith, and made or mentioned to be made between the ſaid *Agnes Allen* and *Barbara Bell* of the firſt part, the ſaid *Darby Due* and *Eve* his wife, *Flavia Fox* and *Guy Gee* and *Helena* his wife, of the ſecond part, *John Cary*, brother and heir at law of the ſaid *Cyril Cary*, of the third part, the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, of the fourth part, and *Kenelm Keate* of, *&c.* Gentleman, of the fifth part; and by other good aſſurances in the law, all the ſaid purchaſed manors and freehold meſſuages, lands, tenements and hereditaments (in purſuance of the ſaid recited agreement, and in conſideration of the ſaid ſum of ſixteen thouſand pounds in the ſaid indenture of releaſe and aſſignment mentioned to be paid by the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, in manner therein expreſſed) are conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the uſe of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their heirs and aſſigns; and by the ſame indenture, and for the ſame conſiderations, all the ſaid purchaſed leaſehold lands, tithes and hereditaments, are aſſigned and transferred, or mentioned or intended to be aſſigned or transferred unto the ſaid *Kenelm Keate*, his executors, adminiſtrators and aſſigns, in truſt for them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, for all the now reſidue of the term or terms of years therein. And whereas the ſaid *George Gyles* and *Anne* his wife, by reaſon of his infancy, and of the coverture of her the ſaid *Anne*, are at preſent incapable in law to free, releaſe and diſcharge the ſaid purchaſed manors, meſſuages, lands tenements, tithes and hereditaments of and from the ſaid ſix hundred pounds portion and the intereſt thereof, and of and from the ſaid annnity or annuities to which the ſaid *Anne* and the ſaid *George Gyles* her huſband in her right, or one of them, are entitled unto, or may claim or pretend to be entitled unto, of, in, to or out of the ſaid purchaſed manors, lands and hereditaments, or to receive and give legal receipts and diſcharges for the ſaid ſix hundred pounds portion, and the intereſt thereof, and the ſaid annuity or annuities, or any of them: And therefore it was at the time of the ſaid purchaſe offered and propoſed by and on the behalf of them the ſaid *Darby Due* and *Eve* his wife, *Flavia Fox*, *Guy Gee* and *Helena* his wife, and conſented and agreed unto by them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, that one thouſand five hundred pounds South-Sea annuities ſhould be purchaſed with part of the ſaid ſixteen thouſand pounds purchaſe money in the joint names of them the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, upon the truſts and for the purpoſes, and ſubject to the agreements herein after in that behalf mentioned, and to be and ſtand as a fund or ſecurity to indemnify and ſave harmleſs the ſaid purchaſers and purchaſed premiſes, of, from and againſt the ſaid portion, intereſt and annuities, and other the claims and demands of them the ſaid *George Gyles* and *Anne* his wife, and of each or either of them, of, in, to or out of the ſaid purchaſed premiſes, every

and deviſing additional annuities to them,

and the reſidue of the real and perſonal, *&c.* to nieces, and making the ſiſters executrixes.

That one of the deviſor's ſiſters is dead unmarried,

and another of them is or pretends to be married to a minor.

That it is doubtful whether ſhe be entitled to a ſecond annuity upon the will.

Recital that the executors and truſtees of another teſtator have purchaſed part of the eſtates of the deviſor.

The purchaſe deeds recited, bearing even date herewith.

Recital that the minor and wife are incapable to releaſe the purchaſers.

And that it was agreed that part of the purchaſe money ſhould be inveſted in South-Sea annuities,

to ſtand as a ſecurity to indemniſy the purchaſers;

every or any part thereof. **And whereas** in purſuance of the ſaid propoſal and agreement, and with the privity and conſent of the ſaid *Agnes Allen* and *Barbara Bell*, and at the requeſt and by the direction and appointment of the ſaid *Darby Due* and *Eve* his wife, *Flavia Fox*, and *Guy Gee* and *Helena* his wife, (teſtified by their being parties to and their ſealing and delivery of theſe preſents) they the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn*, and *Owen Owram*, or ſome of them, have laid out and inveſted, or cauſed to be laid out and inveſted one thouſand ſix hundred pounds, part of the ſaid ſixteen thouſand pounds in the purchaſe of one thouſand five hundred pounds South-ſea annuities, which have been transferred unto and are now ſtanding in the books of the South-ſea Company in the joint names of the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*; as by the books of the ſaid company may appear, and which they the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, the truſtees for the ſaid annuities, do hereby own and acknowledge. **Now this Indenture witneſſeth**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, that the ſaid one thouſand five hundred pounds South-ſea annuities ſo transferred unto and ſtanding in the names of them the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll* as aforeſaid, are and were ſo to them transferred only as truſtees, as a fund and ſecurity for ſuch indemnification, and upon ſuch truſts, and for ſuch purpoſes, and under and ſubject to ſuch agreements, as are herein after mentioned, expreſſed, and declared of and concerning the ſame; that is to ſay, **In caſe** and for ſo long time as they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or any of them, their or any of their heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid the accruing intereſt of the ſaid ſix hundred pounds portion, and all ſuch annuities as they the ſaid *George Gyles* and *Anne* his wife, or either of them, are, is or ſhall, or may be entitled unto, or can or may claim or pretend to out of the ſaid purchaſed manors, meſſuages, lands, hereditaments and premiſes, or any part thereof, by virtue of the ſaid firſt recited indenture of releaſe, and the ſaid will of the ſaid *Cyril Cary*, or either of them, as the ſame ſhall from time to time reſpectively become due and payable, **and alſo** ſhall and do in the mean time well and ſufficiently ſave, defend, keep harmleſs and indemnified them the ſaid purchaſers, and each and every of them, their and each and every of their heirs, executors, adminiſtrators, aſſigns and truſtees, and the ſaid purchaſed premiſes, and every part thereof, of, from and againſt the payment of the ſaid ſix hundred pounds portion, and the intereſt thereof, and all ſuch annuity or annuities as are laſt mentioned, every or any part thereof, and of, from and againſt all loſs, coſts, charges, damages and expences which they the ſaid purchaſers, or any of them, their or any of their heirs, executors, adminiſtrators, aſſigns or truſtees, ſhall or may ſuſtain, expend or be put unto at law or in equity, or otherwiſe whatſoever, for or by reaſon or means of nonpayment, or not due payment of the ſame portion, intereſt and annuity or annuities, every or any part thereof, **upon truſt** that they the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, and ſuch others on whom the truſtees hereby declared or created ſhall for the time being belong, ſhall and do permit and ſuffer, and fully authoriſe and impower them the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee* reſpectively, and their reſpective executors and adminiſtrators, to receive and take the clear yearly dividends and intereſt of the ſaid one thouſand five hundred pounds South-ſea annuities, as the ſame ſhall from time to time ariſe and become due, to and for their own reſpective uſe and benefit in the proportions following; that is to ſay, one full third part thereof to be received by the ſaid *Darby Due*, his executors and adminiſtrators; one other full third part thereof to be received by the ſaid *Flavia Fox*, her executors and adminiſtrators; **And upon this further truſt**, that in caſe at any time or times hereafter default ſhall happen to be made of or in payment of the ſaid ſix hundred pounds portion, or any part thereof, or of the accruing intereſt thereof, or any part thereof, or of ſuch annuity or annuities as aforeſaid, or any part thereof, or for want, or in default or neglect of ſuch indemnification as aforeſaid, then, and ſo often they the aforeſaid truſtees for the ſaid South-ſea annuities, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, or ſuch others on whom the ſaid truſts ſhall for the time being devolve, ſhall and do by and out of the yearly dividends and intereſt of the ſaid South-ſea annuities, or by ſale of all or any or a competent part of the capital of the ſame annuities, or by ſuch other ways or means as the ſaid truſtees for the time being ſhall think fit, raiſe and levy ſuch ſum and ſums of money as ſhall from time to time be ſufficient and neceſſary to anſwer, pay and ſatisfy the ſaid ſix hundred pounds portion and the intereſt thereof, and ſuch annuity or annuities as aforeſaid, or ſuch part or parts thereof as ſhall be due and payable, and whereof ſuch default of payment ſhall happen to be made as aforeſaid, together alſo with all ſuch loſs, coſts, charges, damages and expences as they the ſaid purchaſers, or any of them, their or any of their heirs, executors, adminiſtrators, aſſigns or truſtees, or the truſtees for the time being for the ſaid South-ſea annuities, or any of them, ſhall ſuſtain, expend, or be put unto at law or in equity, or otherwiſe howſoever, for or by reaſon or means of ſuch nonpayment, or not due payment of the aforeſaid portion and intereſt, and annuity or annuities laſt mentioned, every or any part thereof, or for want, or in default or neglect of ſuch indemnification as aforeſaid, or in or about the execution of the truſts hereby created and declared, every or any of them, and ſhall and do pay, apply and diſpoſe of the ſame monies (when ſo raiſed) accordingly. **Provided always** nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that when and ſo ſoon as the ſaid purchaſed manors, meſſuages, lands, tenements, tithes, hereditaments and premiſes, and every part thereof, ſhall to the ſatisfaction of them the ſaid *Luna Lane*, *Matthew Martin Nathaniel Nunn* and *Owen Owram*, or the ſurvivors or ſurvivor of them, or the heirs or aſſigns of ſuch ſurvivor, or of his, her or their counſel learned in the law, be freed and abſolutely releaſed and diſcharged at law and in equity, of, from and againſt the ſaid portion of ſix hundred pounds and the intereſt thereof, and every part thereof, and of, from and againſt all ſuch annuity or annuities as aforeſaid, and every part thereof, and all arrears thereof, every or any part thereof, and that ſuch indemnification as aforeſaid ſhall have been fully made, and that all ſuch loſs, coſts, charges, damages and expences as aforeſaid, together with the truſtees coſts and charges in and about the execution of theſe preſents, ſhall be fully paid and ſatisfied, then and immediately thereupon, or ſo ſoon after as conveniently may be, the ſaid truſtees for the time being for the ſaid South-ſea annuities ſhall and will at the requeſt, coſts and charges of them the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee* reſpectively, or their reſpective executors or adminiſtrators, transfer and pay the ſaid one thouſand five hundred pounds South-ſea annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the purpoſes aforeſaid, and all dividends and intereſt then thereupon due in the proportions and manner following; that is to ſay, **One** full third part thereof unto the ſaid *Darby*

which has been inveſted accordingly,

and the annities transferred to truſtees.

The clauſe declaring the truſt of the annuities.

Save harmleſs the purchaſers,

on default of payment, the truſtees to levy, &c. by profits or ſale,

with charges, &c.

On the diſcharge of the purchaſed lands, the truſtees to transfer, &c.

to the vendors their ſhares.

*Darby Due*, his executors, adminiſtrators or aſſigns, to and for his and their own uſe and benefit; one other full third part thereof unto the ſaid *Flavia Fox*, her executors, adminiſtrators or aſſigns, to and for her and their own uſe and benefit, and the remaining full third part thereof unto the ſaid *Guy Gee*, his executors, adminiſtrators or aſſigns, to and for his and their own uſe and benefit.

Proviſo in caſe of redemption of part of the South-Sea annuities by parliament, the truſtees to reinveſt the money.

**Provided alſo, and it is hereby further declared and agreed** by and between all the ſaid parties to theſe preſents, that in caſe any part or parts of the ſaid one thouſand five hundred pounds South-Sea annuities ſhall by authority of parliament or otherwiſe be redeemed or paid in before the aforeſaid truſts ſhall be fully performed, then and in ſuch caſe and ſo often it ſhall and may be lawful to and for the ſaid truſtees for the time being, for the ſame annuities, to lay out and inveſt the monies to be ſo paid, in the purchaſe of the like South-Sea annuities in their joint names, upon the truſts, and ſubject to the proviſoes and agreements aforeſaid.

If a truſtee dies, the purchaſers may appoint another in his room. Toties quoties.

**Provided alſo, and it is hereby further declared and agreed** by and between all the ſaid parties to theſe preſents, that in caſe either of them the ſaid *Noah North* and *Owen Oſborn*, the truſtees nominated by the ſaid purchaſers, ſhall happen to die before the aforeſaid truſts ſhall be fully performed, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid purchaſers, parties hereto, or the ſurvivors or ſurvivor of them, or the heirs or aſſigns of ſuch ſurvivor, to name and appoint one other fit and proper perſon as a truſtee for the purpoſes aforeſaid, in the room and ſtead of ſuch of them the ſaid *Noah North* and *Owen Oſborn* as ſhall ſo happen to die, and ſo from time to time, and as often as any truſtee named by the ſaid purchaſers, or any of them, their or any of their heirs or aſſigns ſhall happen to die whilſt the aforeſaid truſts, or any of them, ſhall be ſubſiſting;

The like as to the truſtees for the vendors, the deviſees of the reſiduary eſtates. Toties quoties.

**and** in caſe either of them the ſaid *Peter Gee* and *Ralph Roll*, the truſtees nominated by the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, ſhall happen to die before the aforeſaid truſts ſhall be fully performed, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid *Darby Due*, *Flavia Fox*, and *Guy Gee*, or the ſurvivors or ſurvivor of them, and the executors or adminiſtrators of ſuch of them as ſhall be then dead, to name and appoint one other fit and proper perſon as a truſtee for the purpoſes aforeſaid, in the room and ſtead of ſuch of them the ſaid *Peter Gee* and *Ralph Roll* as ſhall happen to die, and ſo from time to time, and as often as any truſtee named by them the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or any of them, their or any of their executors or adminiſtrators ſhall happen to die whilſt the aforeſaid truſts, or any of them, ſhall be ſubſiſting.

In caſe of new truſtees, care taken to veſt in him, &c. along with his co-truſtees.

**And it is hereby further declared and agreed** by and between all the ſaid parties to theſe preſents, that when and ſo often as any new truſtee or truſtees ſhall be named in manner and for the purpoſes aforeſaid in the room and ſtead of any of the ſaid preſent or future truſtee or truſtees, then and ſo often the ſurviving truſtee or truſtees for the time being of the ſaid truſt premiſes, ſhall at the coſts and charges of the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or ſome of them, their or ſome of their executors or adminiſtrators, transfer and make over the ſaid truſt South-Sea annuities, or ſo much thereof as ſhall be then remaining, ſo and in ſuch manner as that the ſame ſhall be legally and effectually veſted in the joint names of ſuch new truſtee or truſtees, and of ſuch ſurviving truſtee or truſtees, upon the truſts aforeſaid, and ſo from time to time, and as often as the like caſe ſhall happen.

The laſt mentioned deviſees covenant to pay the monies, &c. charged on the lands,

**And the ſaid** *Darby Due*, *Flavia Fox* and *Guy Gee*, do hereby for themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, jointly and ſeverally covenant, promiſe, grant and agree to and with the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their heirs, executors, adminiſtrators and aſſigns, in manner following; (that is to ſay,) that they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or ſome or one of them, their or ſome or one of their heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto them the ſaid *George Gyles* and *Anne* his wife, or one of them, their or one of their executors or adminiſtrators, the ſaid ſix hundred pounds portion, (in caſe the ſame be really and juſtly due and payable) and alſo the accruing intereſt thereof, and all ſuch annuity or annuities as aforeſaid as and when the ſame portion, intereſt, and annuity or annuities ſhall reſpectively become due and payable, and that the perſon or perſons intitled thereto ſhall be capable legally and effectually to releaſe, diſcharge and give receipts for the ſame; and ſhall and will in the mean time ſave, defend, keep harmleſs and indemnified them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, and each and every of them, their and each and every of their heirs, executors, adminiſtrators, aſſigns and truſtees, and the ſaid purchaſed manors, meſſuages, lands, tenements, tithes, hereditaments and premiſes, and every of them, and every part thereof, of, from and againſt the ſame portion, intereſt and annuity or annuities, and every of them, and every part thereof, and of, from and againſt all actions, ſuits in law or equity to be commenced, brought or proſecuted for or on account thereof, or any part thereof, and of, from and againſt all loſs, coſts, charges, damages and expences which they the ſaid parties laſt named, or any of them, their or any of their heirs, executors, adminiſtrators or aſſigns, ſhall ſuſtain, expend or be put unto, for or by reaſon or means of the non-payment or not due payment of the ſame portion, intereſt and annuity or annuities, or any part thereof;

and indemnify the purchaſers.

And yearly produce receipts,

**and alſo** ſhall and will yearly once in every year during the aforeſaid truſts, produce and ſhew forth unto them the ſaid purchaſers, or ſome or one of them, or their, or ſome or one of their heirs or aſſigns, the receipts and diſcharges for the ſaid intereſt, and annuity or annuities, as the ſame ſhall become due and be paid, and when and ſo ſoon as the ſaid ſix hundred pounds portion ſhall be paid, or otherwiſe effectually releaſed and diſcharged, ſhall and will at the coſts and charges of the ſaid purchaſers, or ſome or one of them, their, or ſome or one of their heirs or aſſigns, deliver, or cauſe or procure to be delivered to him, her or them, one part of ſuch releaſe or diſcharge, in caſe the ſame can be procured, if not then an atteſted copy of ſuch releaſe or diſcharge, with a covenant to produce the ſame.

and on payment of principal, a part or atteſted copy of the releaſe,

the purchaſers to give notice if ſued, &c.

**Provided always**, and it is hereby agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid *George Gyles* and *Anne* his wife, or either of them, their or either of their executors, adminiſtrators or aſſigns, ſhall at any time or times hereafter commence or bring any action or actions, ſuit or ſuits at law or in equity, or by any other ways or means proceed againſt them the ſaid purchaſers, their heirs, executors, adminiſtrators or aſſigns, or any of them, for the recovery of the ſaid ſix hundred pounds portion, or any part thereof, or the annuity or annuities ſo claimed or pretended to be due and payable to the ſaid *George Gyles* and *Anne* his wife, or either of them as aforeſaid, or for any other cauſe by reaſon of the premiſes, then and in ſuch caſe and ſo often as any ſuch action, ſuit or proceedings ſhall be commenced, brought or proſecuted, the ſaid purchaſers, their heirs or aſſigns, or ſome of them, ſhall forthwith give, or cauſe to be given notice thereof in writing to the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, ſome or one of them, their, ſome or one of their executors, adminiſtrators or aſſigns, or to the ſaid *Peter Gee* and *Ralph Roll*, or one of them, or ſuch other perſon or perſons on whom the truſt of the ſaid South-Sea annuities ſhall from time to time devolve as truſtees of and nominated by the ſaid

*Darby*

*Darby Due*, *Flavia Fox* and *Guy Gee*, their reſpective executors, adminiſtrators and aſſigns, to the intent that they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, their reſpective executors, adminiſtrators or aſſigns may appear to and defend, and they are hereby impowered and authorized from time to time to appear to and defend all or any ſuch action, ſuits and proceedings for and in the names of them the aforeſaid purchaſers their heirs and aſſigns; and likewiſe it is agreed, that they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, and their reſpective executors, adminiſtrators and aſſigns, ſhall and may in the names of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their heirs and aſſigns, or any of them, bring, commence and carry on any ſuch croſs bill, action, or ſuit or ſuits at law or in equity againſt them the ſaid *George Gyles* and *Anne* his wife, or either of them, their or either of their executors, adminiſtrators or aſſigns, or any other perſon or perſons, as counſel ſhall adviſe to be made party or parties to ſuch ſuit, for or in reſpect of the ſaid demands of the ſaid *George Gyles* and *Anne* his wife, or for the aſcertaining or ſettling the ſame, or any thing relating thereunto, as they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, and their reſpective executors, adminiſtrators or aſſigns, or their or any of their counſel learned in the law ſhall adviſe; they the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, and their heirs, and the ſaid purchaſed premiſes being from time to time indemnified and kept harmleſs as aforeſaid. In witneſs, &c.

Power here given to defend, &c.

or ſue, as to the matters in demand of the minor and his wife.

*(Horſeman.)*

*Agreement relative to paſſing Crown Lands leaſed in Reverſion under the Great Seal, &c.*

Articles, &c. Between *A. B.* of, &c. and *C. D.* of, &c.

WHEREAS it hath pleaſed the King's moſt excellent Majeſty, of his gracious favour, to beſtow upon the ſaid *A. B.* a leaſe in reverſion, without fine, to his own uſe, of ſo much of his Majeſty's lands, tenements, &c. anſwerable in the Court of Exchequer, as ſhall amount to the clear yearly value of eighty pounds or thereabouts, as by a warrant in that behalf made may appear, which ſaid warrant and leaſe in reverſion, and all the benefit that thereof ſhall or may ariſe, The ſaid *A. B.* Doth by theſe preſents, for the conſideration hereafter expreſſed, bargain and ſell unto the ſaid *C. D.* his, &c. and which ſaid leaſe in reverſion the ſaid *C. D.* for him, his, &c. doth covenant and grant, by theſe preſents, to fill and ſupply with lands, tenements and hereditaments, amounting to the value aforeſaid, with as much convenient ſpeed as he can or may. And the ſaid *A. B.* doth by theſe preſents, for himſelf, his, &c. covenant and grant to and with the ſaid *C. D.* his, &c. in form following, *viz.* That it may and ſhall be lawful to and for the ſaid *C. D.* his, &c. for and under the conſideration hereafter mentioned, to have, take and enjoy to his and their own proper uſe and behoof, the ſaid warrant and leaſe in reverſion, and all the benefit, profit and commodity which ſhall ariſe, come, grow or be upon the ſame, or for, by means or in reſpect thereof, and that he the ſaid *A. B.* his, &c. or ſome of them ſhall and will with all convenient expedition, after the ſame value is ſo filled up and ingroſſed in parchment, and ready to be ſigned, at his or their own coſts and charges, procure his Majeſty to ſign the ſame, and the ſame bill ſo ſigned ſhall deliver, or cauſe to be delivered, unto the ſaid *C. D.* his, &c. which ſaid bill, ſo ſigned and delivered to the ſaid *C. D.* as aforeſaid, he the ſaid *C. D.* for him, his, &c. doth covenant and grant, at his, her or their own proper coſts and charges, with as much convenient ſpeed as he or they can or may, to paſs from his Majeſty under the Signet, Privy Seal and Great Seal. And further, the ſaid *A. B.* doth by theſe preſents covenant and promiſe for him, his, &c. to and with the ſaid *C. D.* his, &c. that if the ſaid leaſe in reverſion ſhall be granted from his Majeſty in the name or names of them the ſaid *A. B. E. F.* or any of them, or of any other perſon or perſons by his appointment, or to or for his uſe, that then they the ſame patentee or patentees to whom the ſame letters patent ſhall be ſo granted, their, &c. ſhall and will, at the coſts and charges in the law of the ſaid *C. D.* his, &c. within ten days next after the ſaid leaſe in reverſion ſhall be paſſed under the Great Seal of England as aforeſaid, convey or cauſe to be conveyed the ſaid leaſe in reverſion, and all and every the ſeveral parcels of lands, tenements and hereditaments thereby demiſed and granted, and all their eſtate and intereſt in and to the ſame, unto the ſaid *C. D.* his, &c. or to ſuch other perſon or perſons as he the ſaid *C. D.* his, &c. ſhall nominate and appoint, in ſuch ſort, manner and form, as in like caſes is uſed: In conſideration whereof the ſaid *C. D.* doth covenant, promiſe and grant, for himſelf, his, &c. by theſe preſents, to and with the ſaid *A. B.* his, &c. and every of them, in manner, &c. that if the ſame premiſes ſhall be paſſed and granted from his Majeſty under the Great Seal of England for the term of twenty years, that then he the ſaid *C. D.* his, &c. ſhall and will pay or cauſe to be paid unto the ſaid *A. B.* his, &c. ſo much lawful, &c. as the premiſes which ſhall be paſſed and granted from his Majeſty by letters patent as aforeſaid ſhall amount unto, after the rate of eleven years fine; and that if the ſame premiſes ſhall be paſſed as aforeſaid for the term of thirty years, that then the ſaid *C. D.* his, &c. ſhall pay or cauſe to be paid unto the ſaid *A. B.* his, &c. ſo much lawful, &c. as the ſame premiſes ſhall amount unto after the rate of thirteen years fine; and that it, &c. *(reciting at length every rate and fine accordingly, paying for every ten years increaſe two years fine,)* and that all ſuch ſum and ſums of money as ſhall ariſe or be payable after the rate aforeſaid, ſhall be paid at or in, &c. the one moiety thereof within ten days next after the ſealing of the ſaid letters patent, and the other moiety thereof within three months then next following. In Witneſs, &c.

Covenants.

*(Wood.)*

*An*

*An Agreement between two Aſſignees of a Commiſſion of Bankruptcy, to bear the Expences of ſeveral Suits* pro *and* con. *in Proportion to their reſpective Debts.*

**Articles, &c. Between** *O. P.* of, *&c.* and *M. S.* of, *&c.*

Commiſſion of bankrupt recited.

**WHEREAS** a commiſſion of bankruptcy was ſome time ſince iſſued out againſt *T. B.* of, *&c.* and he the ſaid *T. B.* by the commiſſioners in the ſaid commiſſion named, has been found and declared a bankrupt; and they the ſaid *O. P.* and *M. S.* have been ſince legally choſen, and now are the aſſignees of the ſaid bankrupt's eſtate: **And whereas** there is now juſtly due from the ſaid bankrupt's eſtate to them the ſaid *O. P.* and *M. S.* the ſeveral debts folowing, *viz.* To the ſaid *O. P.* the ſum of two hundred and twenty-three pounds fourteen ſhillings, and to the ſaid *M. S.* the ſum of thirty-ſeven pounds, which reſpective debts have been by them the ſaid *O. P.* and *M. S.* duly proved before the ſaid commiſſioners: **And whereas** there are two croſs cauſes now, and which for ſome time have been depending in the High Court of Chancery *(inter alia)* touching the ſaid bankrupt's eſtate and debts due from and to the ſame, (in one of which cauſes *A. H.* widow, is plaintiff, and the ſaid *O. P.* and *M. P.* (as aſſignees) and others therein named, are defendants; and in the other of the ſaid cauſes the ſaid *O. P.* and *M. S.* (as aſſignees) are plaintiffs, and the ſaid *A. H.* and others therein named, are defendants) wherein ſeveral ſums of money have been and will be by them the ſaid aſſignees paid and expended in the proſecuting, defending and carrying on the ſaid cauſes before the final determination thereof: **Now theſe Preſents witneſs,** that in regard of the diſproportion of the ſaid debts ſo due to them the ſaid *O. P.* and *M. S.* as aforeſaid, and to prevent all diſputes between them, as well touching the charge of ſuing for the ſaid commiſſion of bankruptcy, as alſo touching the defending and carrying on the ſaid ſeveral cauſes, and for the aſcertaining of each of their parts and ſhares in the charge of ſo doing, it is

Croſs cauſes.

Agreement

hereby mutually covenanted, agreed and declared, by and between them the ſaid *O. P.* and *M. S.* for themſelves ſeverally and reſpectively, and for their reſpective executors and adminiſtrators, in manner as follows, *viz.* That as well all charges and expences whatſoever which have been paid and diſburſed in the ſuing forth and taking out the ſaid commiſſion of bankruptcy, as alſo all bills for fees, coſts, charges and expences whatſoever, which have been already paid and expended for the proſecuting, defending and carrying on the ſaid ſeveral cauſes, ſhall be born, paid and ſuſtained by them the ſaid *A. P.* and *M. S.* reſpectively, rateably and proportionably, according to their ſeveral debts of two hundred and twenty-three pounds fourteen ſhillings, and thirty-ſeven pounds ſo reſpectively due to them as aforeſaid: **And alſo** that all and every the ſubſequent bills for fees, coſts, charges, damages and expences whatſoever, which ſhall from henceforth be paid, expended, diſburſed or ſuſtained as well in the defending, as alſo for the carrying on the ſaid ſeveral cauſes, until the final determination of the ſaid ſeveral cauſes, as likewiſe all charges of decrees, and all other proceedings on ſuch final determination of the ſaid ſeveral cauſes, ſo far as relates to them the ſaid aſſignees, ſhall alſo be reſpective born, paid, ſatisfied, diſcharged and ſuſtained by them the ſaid *O. P.* and *M. S.* reſpectively, and by their ſeveral executors and adminiſtrators rateably and proportionably, according to their ſaid ſeveral debts ſo due to them as aforeſaid; any thing therein contained to the contrary thereof in any wiſe notwithſtanding. **In witneſs,** *&c.*

to bear expences in proportion to debts.

*(Wood.)*

*An Agreement (reciting a Houſe, Gardens,* &c. *with the Furniture,* &c. *being let) that the Tenant paying the Rent ſhall quit the Premiſes without a Month's warning; that he ſhall keep in good Order the Goods, Furniture and Garden, and that the Landlord ſhall be at Liberty to view the ſame,* &c.

**Articles, &c. Between** *A. B.* of, *&c.* and *C. D.* of, *&c.*

Recital of a houſe, *&c.* with the furniture, *&c.* being let.

**WHEREAS** the ſaid *A. B.* hath on the day of the date hereof, let and ſet unto the ſaid *C. D.* **All that** the ſaid *A. B.*'s manſion-houſe, *&c.* with the uſe of all the houſe and furniture, houſe ornaments, houſhold goods, implements and conveniencies of houſhold, ſtable furniture and ſtable implements, and other tools, implements and conveniencies in and about other the ſaid outhouſes, and all garden furniture, garden tools and implements of gardening, the ſame as now are in, about and belonging to the ſaid houſe, kitchen, cellars and other offices, ſtables and other outhouſes, and gardens, all which are particularly mentioned, expreſſed, ſet down and deſcribed in an inventory contained in —— leaves of paper, ſtitched together and wrote on both ſides of the leaf, and ſigned on the laſt written ſide thereof, both by the ſaid *A. B.* and *C. D.* intitled, An inventory, of, *&c.* **To hold** from henceforth until the, *&c.* now next enſuing, at the yearly rent of, *&c.* payable as hereafter is mentioned; and from thenceforth **to be held** from year to year ſo long as it ſhall pleaſe both parties, at the yearly rent of, *&c.* payable as is alſo hereafter mentioned: **Now** it is hereby covenanted and agreed by and between the ſaid *A. B.* and *C. D.* in manner following; that is to ſay, **Firſt,** the ſaid *A. B.* doth hereby for himſelf, *&c.* covenant, *&c.* with the ſaid *C. D.* his, *&c.* that he the ſaid *C. D.* his, *&c.* duly paying the rents before mentioned, and performing the covenants and agreements on his and their parts, according to the true intent and meaning of theſe preſents, ſhall not by him the ſaid *A. B.* his, *&c.* or by any of his or their acts and means, be obliged to quit, leave or yield up the poſſeſſion of the ſaid houſe and premiſes ſo let and ſet as aforeſaid, or any part thereof, at the ſaid feaſt-day of —— now next enſuing, or at any ſucceeding feaſt-days, or other time afterwards, unleſs notice for that purpoſe in writing under the hand or hands of the ſaid *A. B.* his, *&c.* or of his or their known agent, for receipt of the before mentioned rent or rents, ſhall be given to, or at the ſaid houſe left for the ſaid *C. D.* his, *&c.* —— months before the ſaid feaſt-day, or ſome ſuch ſucceeding feaſt-day, when by ſuch notice he or they ſhall be required or warned to quit, leave or yield up ſuch poſſeſſion as aforeſaid: *(Covenants concerning repairs of the houſe,* &c. *and paying rent as uſual, and then the tenant covenants thus)* **And** in all things and in every reſpect, at his and their own proper coſts and charges,

Covenant that the tenant paying the rent, *&c.* ſhall not be obliged to quit poſſeſſion, without warning.

Uſual covenants.

charges, take a due care towards preſerving, keeping whole and clean, and in good order and condition, all and ſingular the goods and things in the ſaid inventory mentioned; And alſo keep up and preſerve in good order and condition the gardens and garden-grounds, orchard and orchard-grounds to the ſaid houſe belonging, in the ſame order and form as the ſame now are, and the ſeveral walls, trees, greens, plants and plantations therein and thereto appertaining, and the fences about the ſame, and about the fields or incloſures aforeſaid, by doing or cauſing or procuring to be done, at proper and ſeaſonable times in the year, all work neceſſary thereto, and in particular ſuch as ſhall be neceſſary to the preſerving, cheriſhing, and encouraging of the fruit trees and other trees of ſhade, ſhelter, ornament and profit, planted and now growing therein and thereabout, and thereto belonging, and to the due, orderly and ſeaſonably manuring, cultivating and cropping of all ſuch of the ſaid garden-ground as is now laid out and uſed for garden ornaments, and yearly crops for the ſupply of the houſe and kitchen; And permit and ſuffer him the ſaid *A. B.* his heirs, *&c.* or his or their known agent as aforeſaid, with workmen or without, at all ſeaſonable times in the day-time to have entrance into the ſaid houſe and premiſes, to view and examine the ſtate and condition of the ſame. (*Covenant to ſurrender on notice as aforeſaid, in ſuch good order and condition*, &c.) In witneſs, &c.

The tenant covenants to keep in good order the furniture and garden.

Liberty to view the ſame.

(*Wood.*)

*Agreement for Freight, if the Merchant procures the Maſter a Paſs-Port, and to ſeal a Charter-Party.*

An Agreement, *&c.* Between *John Payne*, Maſter of the good ſhip or veſſel called the Parrot, burthen about ——— tons, now at anchor in the river of Thames, of the one part, and *Richard Rymer*, of, *&c.* Merchant, of the other part, as follows.

THE ſaid *J. P.* for himſelf, his executors and adminiſtrators, in conſideration of the freight hereunder mentioned, Doth hereby covenant and agree, to and with the ſaid *R. R.* his executors, adminiſtrators and aſſigns, that if on or before the, *&c.* the ſaid *R. R.* ſhall and do procure and deliver to the ſaid *J. P.* a paſſport for the ſaid ſhip to ſail to, *&c.* and back to L. without being taken by the French privateers, or men of war, that then, and in ſuch caſe, he the ſaid *J. P.* ſhall immediately thereupon let to the ſaid *R. R.* and ſuch other merchants as the ſaid *R. R.* ſhall name, ſuch parts of the ſaid ſhips tonnage, as he ſhall order and appoint for a voyage to be made with her to A. and back to L. and that in ſuch caſe the ſaid ſhip ſhall be ſufficiently fitted and provided, and ſhall carry ——— guns and ——— men, and ſhall receive on board her, ſuch goods as the ſaid merchant ſhall laid outwards; and with the firſt opportunity of wind and weather after the, *&c.* now next, ſhall ſail from G. for A. aforeſaid, and take in for the ſaid freighters her lading of, *&c.* according to their proportions of her tonnage, and ſtay there ——— days, and with the firſt fair wind afterwards ſail and return to L. and deliver her ſaid lading at the rate of ——— ſterling *per* ton, for, *&c.* and ——— *per* ton for primage, and cap-loggen upon all the ſame goods; and the freighters to pay two-third parts of all port charges; and to account of ——— goods ——— to the ton, and of all other goods ——— weight neat to a ton; And that the ſaid *J. P.* will, upon requeſt in that behalf, ſeal and execute unto the ſaid merchants a charter-party for the voyage, and upon the terms, and according to the agreements aforeſaid, to be drawn and prepared by ——: And the ſaid *R. R.* doth hereby covenant and agree to and with the ſaid *J. P.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. R.* and other merchants which he ſhall procure, ſhall and will, in ſuch caſe as aforeſaid, hire and take to freight all or ſuch parts of the ſaid ſhip's tonnage, as ſhall be mentioned in or ſubſcribed to the ſaid charter-party for the ſaid voyage, and upon the terms and conditions before mentioned; And that he the ſaid *R. R.* and the ſaid merchants which ſhall ſo take tonnage in the ſaid ſhip, ſhall and will at the place aforeſaid ſeal and execute to the ſaid *J. P.* a counterpart of the ſaid charter-party, ſo to be by him ſealed at the ſame time of his executing thereof, as aforeſaid. (*Mutual penalties may be added.*) In witneſs, *&c.*

Penalty.

(*White.*)

*Agreement for pulling down an old Farm-Houſe and building a new one, and to build a Cellar, Pantry and Brewhouſe, with Rooms over, purſuant to a Plan annexed, the Money to be paid at different Times, as the Work is done, with a ſpecial Agreement to prevent further Charges; the Builder to have the old Materials and uſe ſuch as are found and good.*

Articles of Agreement, made, *&c.* Between *Peter Wade*, of, *&c.* Eſquire, of the one part, and *Samuel Edwards*, of, *&c.* Carpenter, of the other part, as follows, that is to ſay,

FIRST, the ſaid *S. E.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *P. W.* his heirs, executors, adminiſtrators and aſſigns as follows, (that is to ſay) that the ſaid *S. E.* his executors, adminiſtrators, workmen or aſſigns, ſhall and will forthwith, for the conſideration herein after mentioned, at his, their, ſome or one of their proper coſts and charges, pull down one old farm-houſe at N. in the ſaid county of M. now in the tenure of *J. W.* yeoman, tenant to the ſaid *P. W.* And alſo, that he the ſaid *S. E.* his executors or adminiſtrators, ſhall and will, at his or their own charges, well and effectually erect, build, complete and finiſh, (on or near the ground where the old farm-houſe now ſtands or lately ſtood) one good and ſubſtantial new farm-houſe, according to a plan or draught hereunto annexed, and with ſuch materials, thickneſs of walls and ſcantlings of timber, and with ſuch windows, pavements and conveniences, and in ſuch manner and form, as is herein after ſtipulated and expreſſed, (that is to ſay) The firſt ſtory to be nine feet high in the clear, the ſecond ſtory to be nine feet high in the clear, the garrets to be ſix feet ſix inches high in the clear; The foundation of the houſe to be one foot ſix inches deep below the ſill of the front door, the ſaid foundation to be two bricks thick to the top of the parlour floor; the foundation next the waſh-houſe and cellar to be two feet deeper, by reaſon of ſinking the cellar lower than the houſe; the walls of the houſe to be one brick

Covenant to pull down an old houſe,

and build a new one,

according to a plan annexed.

Height of the ſtories.

Thickneſs of the walls.

brick and a half thick from the ground to the plate of the roof, or top of the garret floor, the gable ends on each ſide the chimney to be one brick thick in the garret floor; The roof to be covered with plain tyles laid on hart-laths of oak; The kitchen and paſſage to be paved with good hard well burnt ſtock bricks; The parlour to be boarded with yellow deals free from ſap, and laid on good ſound ground joyſts of oak; To wainſcot the parlour with ſquare deal wainſcot, with ſhutters to the windows in the ſaid parlour and kitchen; To make a partition between the paſſage and kitchen of whole deal and ſlit deal, with a framed door to the ſaid partition; To line the jams of the kitchen chimney with whole deal, with a ſhelf, and a pair of ſpit-racks over the ſaid chimney; To put up a dreſſer with three ſhelves in the ſaid kitchen; To make the outſide door-caſes of oak ſcantling ſeven inches by five inches, with ſtrong whole deal doors, glewed, legged and battened; To put on a good lock and key, and two iron bolts to each outſide door; All the window frames to be made with oak-ſils, the reſt of the ſaid frames of yellow fir, free from ſap, with ſcantlings four inches by three inches; All the girders of the ſaid building to be twelve inches by nine inches; All the joyſts to be ſeven inches by three inches; The rafters of the roof to be five inches by three inches; All the ſaid joyſts and rafters to be laid not to exceed thirteen inches aſunder; To lay all the floors in the chambers and garrets with yellow whole deal free from ſap; To make all the ſteps of the ſtairs of whole deal free from ſap; to incloſe all the chambers with whole deal and ſlit deal partitions, with framed doors in the ſaid partitions, with one iron latch to each inſide door of the houſe; To put a ſlit deal ſkirting round the rooms eight inches wide, to preſerve the walls from breaking; To line the jams of the chimnies with ſlit deal, with a ſhelf over each chimney; To lath and plaiſter all the ceilings and garrets, and render all the brick walls, and whiten the ſame; To put in twelve iron caſements in the moſt convenient places of the ſeveral windows, with an iron ſtay to each caſement; To glaze all the windows with a good ſubſtantial lead to the ſaid glaſs; To put a handſome whole deal corniſh and faſia under the front eaves of the houſe; To do all the outſide painting three times in oil, and to do all the inſide painting, as wainſcot and partitions and chimney pieces, *&c.* once in ſize and twice in oil; To build a cellar and pantry and brewhouſe, as the ſaid plan or draught hereunto annexed directs, with three rooms over the ſame; The pavement of the brewhouſe and cellar to lie two feet ſix inches below the floor of the houſe; The foundation of brick-work to be carried up three feet high, and one brick and a half thick; The upper part of timber, and paned with brick, the timber for the ſaid brick paning not to exceed two feet aſunder from each other, a funnel of brick-work to be carried up, in order to hang a copper under; To make three rooms over the ſaid cellar and brewhouſe and pantry, and board the ſaid three rooms with old boards, if there ſhall be enough that are good and ſound; if not, then to make good what ſhall be wanting with new boards; To plaiſter all the ceilings and walls of the ſaid rooms, and to put up one whole deal dreſſer and ſix whole deal ſhelves in the pantry; To make the roof of the ſaid three rooms of the ſame ſcantlings as the roof of the dwelling-houſe, and to cover the ſame as the ſaid houſe is to be covered; To do all carpenters, bricklayers, plumbers, glaziers, plaiſterers, ſmiths and painters work, in good, ſubſtantial and workman-like manner, according to the plan or draught hereunto annexed; And alſo, that he the ſaid *S. E.* his executors or adminiſtrators, ſhall and will well and effectually build, complete and finiſh the ſaid farm-houſe, and all other the work hereby undertaken and agreed to be built, finiſhed and completed, in manner and form, and according to the method hereby, and by the ſaid plan or draught hereunto annexed, preſcribed, agreed and expreſſed, on or before the ——— day of ——— next enſuing the day of the date of theſe preſents; In conſideration whereof the ſaid *P. W.* for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid *S. E.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *P. W.* his executors or adminiſtrators, ſhall and will, well and truly pay, or cauſe to be paid, unto the ſaid *S. E.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* in manner following, (that is to ſay) the ſum of ——— pounds, part thereof, at the laying of the chamber floors of the ſaid houſe the ſum of ——— pounds, other part thereof, at the tyling in of the ſaid building, and the ſum of ——— pounds, other part thereof, at the carrying up all the ſtairs, and laying all the floors and pavements, and glazing and incloſing the ſaid building, and the ſum of ——— pounds reſidue of the ſaid ſum of ——— pounds within twenty-one days next after the ſaid new farm-houſe ſhall be completed and finiſhed; and all other the work hereby undertaken and agreed to be performed, finiſhed and completed, ſhall be ſo performed, finiſhed and completed in manner and form, and according to the true intent and meaning of theſe preſents. And laſtly, It is hereby farther agreed by and between the ſaid parties hereto, that it ſhall and may be lawful to and for the ſaid *S. E.* to have all the materials, of what ſort or kind ſoever they are, that are now, or lately were ſtanding in the ſaid old farm-houſe, to be fully and wholly the property of him the the ſaid *S. E.* to have liberty to make uſe of all ſuch of the ſaid old materials as ſhall be found and good, and fitting to uſe again in the ſaid now intended building. And to the intent that the utmoſt of the charge of the above mentioned building may be fully known, and that the expence may not exceed the ſum of ——— pounds, it is hereby agreed by both parties, that no verbal orders or agreements given or made by either party, in any caſe whatſoever, ſhall be any ways binding to each other, (except ſuch particular ſhall be under the hand and ſeal of ſuch of the ſaid parties as ſhall make any alteration in the aforegoing articles.) And laſtly, it is farther agreed between the ſaid parties, that if any diſpute ſhall ariſe relating to the performance of the aforegoing articles, that the ſame ſhall forthwith be left to the determination of two indifferent perſons, the one to be named by the ſaid *P. W.* and the other by the ſaid *S. E.* as arbitrators, or to ſuch umpire as ſhall be choſen by the ſaid arbitrators, in caſe of their diſagreement; and what award or umpirage ſhall be made and given up in writing under their ſeveral hand and ſeals, if ſo required, ſhall be final, provided the ſame be ſo made within fourteen days after the ſaid perſons ſhall be ſo named and choſen as aforeſaid. In witneſs, *&c.*

*(Newnam.)*

The roof how covered.
Kitchen and paſſage paved.
Parlour floor.
Wainſcot.
Shutters.
Partition.
Lining kitchen, &c.
Racks.
Dreſſer.
Outdoor.
Locks.
Bolts.
Window-frames.
Girders.
Joyſts.
Rafters.
Floors.
Stairs.
Partitions of chambers.
Doors therein.
Skirting.
Jams of chimnies.
Ceilings.
Caſements.
Glazing.
Eaves of the houſes.
Painting.
To build a cellar, pantry and brewhouſe, according to a plan.
Pavement.
Foundation.
Upperpart.
Funnel.
Rooms.
Dreſſers, &c. in the pantry.
Roof.
All to be workman-like, according to the plan.
Time limited.

Covenant to pay for the building as the work goes on.

The builder to have the old materials, and uſe ſuch as are found.
That the utmoſt charge may be known.

No verbal orders ſhall be binding.
Diſputes to be determined by arbitration.

*A Memorandum*

*A Memorandum of Agreement for a Building Leaſe.*

**Memorandum**, It is hereby mutually covenanted and agreed by and between *E. P.* of, *&c.* and *W. N.* of, *&c.* Carpenter as follows, *viz.*

**FIRST** the ſaid *E. P.* (in conſideration that the ſaid *W. N.* hath agreed to build two or more new brick meſſuages or tenements on the piece of ground herein after mentioned, and in ſuch manner as after expreſſed) as well for herſelf as alſo for and on the behalf of her ſon *T. P.* Eſquire and for their reſpective heirs and aſſigns, **Doth** hereby covenant with the ſaid *W. N.* his executors, adminiſtrators and aſſigns, as follows, *(viz.)* That it ſhall and may be lawful to and for the ſaid *W. N.* his executors, and aſſigns, at his or their charge, forthwith wholly to pull and take down the two old houſes, and all buildings now ſtanding upon the ſaid piece of ground, and all the timber, bricks, and other materials thereof to carry away, convert, ſell or diſpoſe thereof, to and for his and their own uſe and benefit, in ſuch manner as he or they ſhall think fit, without being liable to render or give any account for the ſame unto the ſaid *E. P.* and *T. P.* or either of them; **And** that they the ſaid *E. P.* and *T. P.* their heirs or aſſigns, ſhall and will, at the requeſt and charge of the ſaid *W. N.* his executors or aſſigns, make and duly execute and deliver unto him and them, one or more good and ſufficient leaſe or leaſes, whereby the ſaid *E. P.* and *T. P.* their heirs or aſſigns, ſhall demiſe and let unto the ſaid *W. N.* the ſaid piece or parcel of ground ſituate, *&c.* containing the dimenſions following, *viz.* On the eaſt ſide thereof forty-eight feet, on the ſouth ſide thereof fifty feet, on the weſt ſide thereof thirty-eight feet and ſix inches, and in part on the north ſide thereof forty-ſix feet and ſix inches, and on the other north part thereof ſeventeen feet and eleven inches, be the ſame ſeveral dimenſions reſpectively more or leſs, which ſaid piece of ground, together with the abuttals thereof, are more particularly delineated and deſcribed in a plan or ground-plot thereof hereunto annexed; **To hold** unto the ſaid *W. N.* his executors, adminiſtrators and aſſigns, from Lady-day now next enſuing the date hereof, for and during, and unto the full end and term of ſixty-one years from thence next enſuing; **Yielding and paying** therefore unto the ſaid *E. P.* and *T. P.* their heirs and aſſigns, for the firſt year of the ſaid term, the rent of one pepper-corn only, and for the laſt ſixty years of the ſaid term the yearly rent or ſum of fifteen pounds the ſame yearly rent to be paid quarterly on the four feaſts or quarter-days following, *viz. &c.* by four equal proportions; the firſt of which quarterly payments to begin, *&c.* **In** which ſaid leaſe or leaſes ſhall be contained ſuch covenants as are uſually inſerted in London building leaſes, as well on the part of the leſſors as of leſſees, and alſo the uſual proviſo or condition for leſſors to re-enter on the ſaid leaſed premiſes in caſe of non-payment of the ſaid yearly rent of fifteen pounds within twenty-one days next after each quarter's rent due for the ſame. **And the ſaid** *W. N.* (in conſideration of the premiſes) **Doth** hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant and agree with the ſaid *E. P.* her heirs and aſſigns, in manner as follows, *viz.* That he the ſaid *W. N.* his, *&c.* ſhall and will, at his and their own proper coſts and charges, forthwith pull and take down the ſaid two old meſſuages or tenements now ſtanding on part of the ſaid ground, and clear away all the old materials thereof; and alſo, that he the ſaid *W. N.* his, *&c.* or ſome or one of them, ſhall and will, at his and their like proper coſts and charges, on or before the, *&c.* erect, build, ſet up, tile, and in all reſpects completely finiſh in a good workman-like manner, upon the ſaid piece of ground ſo to be demiſed as aforeſaid, or upon ſome part thereof, two or more good and ſubſtantial new brick meſſuages, tenements or dwelling-houſes, with cellars and vaults of ſuch proper dimenſions, and with ſuch party-walls, conveniencies and other neceſſaries to the ſame as ſhall be requiſite and fitting, according to the manner of building new houſes, as now uſed in London; **And** that the ſaid two new houſes ſhall be built in front next the ſaid court, to range with the ſaid two new meſſuages there now built by the ſaid ———, and that as to the uppermoſt of the ſaid two houſes, ſo to be built, the ſame ſhall not exceed, extend or be above two feet forward in building than the ſaid houſe there adjoining on the weſt, and lately purchaſed by *W. W.* **And alſo** that he the ſaid *W. N.* his executors, adminiſtrators or aſſigns, on the making to him or them of ſuch leaſe as aforeſaid, ſhall at his or their charges then duly execute and deliver a counterpart of ſuch leaſe to the leſſor thereof. **And laſtly**, That ſuch leaſe ſhall be made by ſuch perſon or perſons as ſuch leſſor ſhall direct or appoint to make the ſame. **In witneſs**, &c.

Covenants,

that it ſhall be lawful to pull down houſes

and grant leaſes.

Habendum.

Reddendum.

*W. N.* covenants

to pull down houſes

and build new ones,

and execute counter parts of leaſe.

*(Filmer.)*

*Agreement about bearing equal Charges in a Law-Suit to be brought for the Recovery of an Eſtate.*

**Articles**, &c. **Between** *A. B.* of ——— of the firſt part, *C. D.* of ——— of the ſecond part, *E. F.* of ——— of the third part, *G. H.* of ——— of the fourth part, *J. K.* of ——— of the fifth part, and *L. M.* of ——— of the ſixth part, in manner and form following, (that is to ſay,)

**WHEREAS** *T. P.* of ——— and *T. F.* of ——— are poſſeſſed of C. chaſe, lying and being in the county of D. and pretend that the bounds and limits thereof do extend to, and are in and upon ſome of the reſpective lands of the ſaid *A. B. C. D. E. F. G. H. J. K.* and *L. M.* which lie adjacent next or near unto the ſaid chaſe, which they conceive not to be within the grounds, limits or precincts of the ſaid chaſe, by reaſon whereof ſome or divers ſuit or ſuits is or are likely to ariſe, be brought or commenced: **And whereas** it is agreed by and between the ſaid parties, any or either of them, at any time or times hereafter, that they and every of them do and ſhall bear and pay their reſpective ſhares and parts of the coſts and damages thereof: **Now theſe Preſents witneſs**, That the ſaid *A. B. C. D. &c.* —— and every of them, do hereby covenant, promiſe and agree, to and with each other, that they the ſaid *A. B. C. D. &c.* —— and every of them, their and every of their executors, adminiſtrators and aſſigns, ſhall and will pay and bear their reſpective equal ſhares and parts of all the coſts and damages of all and every ſuch action and actions, ſuit and ſuits, as at any time or times hereafter ſhall or may be brought by or againſt them, or any or either of them. **In witneſs**, &c.

*(Wood.)*

*Articles*

*Articles for the Purchaſe of Lands, &c. with many ſpecial Agreements, as in the Margin.*

**Articles of Agreement** indented, made and concluded this ſixteenth Day of May, in the Year of our Lord 1778, between *Arthur Altho* of Bedley in the County of Bucks, Eſquire, of the one Part, and *Cæſar Cuff* of the Pariſh of St. Martin in the Fields in the County of Middleſex, as follows:

Agreement for the purchaſe.

**It is agreed** by and between the ſaid *Arthur Altho* and the ſaid *Cæſar Cuff*, that the ſaid *Arthur Altho* ſhall purchaſe of the ſaid *Cæſar Cuff*, and the ſaid *Cæſar Cuff* ſhall ſell and convey to the ſaid *Arthur Altho* all his eſtate, lands, tenements and hereditaments at Drews, Emleys and elſewhere in the county of Eſſex, upon the terms herein after mentioned, *viz.*

The rate or price ſo many years purchaſe,

**That the ſaid** *Arthur Altho* ſhall pay to the ſaid *Cæſar Cuff* for the purchaſe of the ſaid premiſes after the rate of twenty-three years purchaſe for the whole premiſes, according to the preſent annual rents as the ſame are now let to the tenants, and the like rate of twenty-three years purchaſe for all the coppice ground belonging to the ſaid premiſes, (not let to the tenants) computing the annual value of ſuch coppice ground, after the rate of ſeven ſhillings *per* acre the long meaſure, by which coppice ground is uſually meaſured in that county.

and timber to be valued,

**That** the ſaid *Arthur Altho* ſhall further pay to the ſaid *Cæſar Cuff* for all the timber growing on the whole eſtate as the ſame ſhall be valued by two indifferent perſons, one to be choſen by the ſaid *Arthur Altho*, and the other by the ſaid *Cæſar Cuff*, in which valuation of timber all trees growing on the premiſes ſhall be accounted timber which are of the value of one ſhilling or above that value, to be eſtimated according to the uſual manner and cuſtom of valuing timber, including as well the timber-trees growing on the foreſt as on the other parts of the eſtate; and the ſaid *Arthur Altho* ſhall alſo pay for the underwood growing on the ſaid foreſt ground, according to the valuation to be made thereof by ſuch two perſons as aforeſaid; **Provided** it ſhall appear that the ſaid *Cæſar Cuff* has a right of felling ſuch timber and cutting down ſuch underwood on the foreſt ground at his pleaſure.

and what trees to be deemed timber; in what caſe underwood in the foreſt to be paid for.

The purchaſer to take the eſtate as it is.

**That** the ſaid *Arthur Altho* ſhall take the ſaid eſtate in the condition it now is, without any allowance or deduction for the repairs of the premiſes, or for the ſea walls, or the tenants boots, or for the life of the widow *Ferns*, in reſpect of the one hundred pounds *per ann.* payable to her.

The vendor to convey a good fee ſimple.

**That** for and in conſideration of the premiſes, and of the ſaid purchaſe-money, the ſaid *Cæſar Cuff* ſhall convey, or procure to be conveyed to the ſaid *Arthur Altho* and his heirs a good eſtate in fee-ſimple in all the premiſes, free from all incumbrances, (except the ſaid annuity of one hundred pounds payable to Mrs. *Ferns* for her life) in which conveyance are to be included not only the farms, lands and premiſes in leaſe to the tenants, but alſo all the foreſt ground, fiſh-ponds, manors, royalties, free chaſe and free warren, privileges and perquiſites belonging to the ſaid *Cæſar Cuff*, and alſo the perpetual advowſon of the church or parſonage of Drews, and in general all the eſtate, right, title and intereſt which the ſaid *Cæſar Cuff* hath in the ſaid lands and premiſes, or any other lands and premiſes in Eſſex aforeſaid.

The purchaſer to retain money to pay off incumbrances, and to buy in the reverſion of part.

**That** all the incumbrances and mortgages now on the premiſes, (except as before excepted) ſhall be paid by the ſaid *Arthur Altho* out of the ſaid purchaſe-money, and he ſhall be allowed to retain in his hands as much of the ſaid purchaſe-money as ſhall be ſufficient for the buying in the reverſion of part of the premiſes herein after mentioned, and for the obtaining and proſecuting any decree or act of parliament for that purpoſe.

The vendor to bear the charge of buying in a reverſion after a long term which he has in part of the premiſes.

**That** as to ſuch part of the ſaid lands and premiſes as the ſaid *Cæſar Cuff* is poſſeſſed of only for the remainder of a term of five hundred years, the ſaid *Cæſar Cuff* ſhall be at the charge of purchaſing in the reverſion of the ſaid premiſes, and of any decree or act of parliament to be obtained for that purpoſe, ſo as that the fee-ſimple and inheritance thereof may be conveyed to the ſaid *Arthur Altho* and his heirs, for which a ſufficient part of the ſaid purchaſe-money ſhall be left in his hands, as in the next preceeding article is provided.

The vendor to convey his preſent eſtate.

**That** the title and eſtate which the ſaid *Cæſar Cuff* now hath in all and ſingular the premiſes, ſhall forthwith (or with all convenient ſpeed) be conveyed and made over by the ſaid *Cæſar Cuff* to the ſaid *Arthur Altho* and he ſhall be let into the poſſeſſion of the premiſes; and the ſaid *Arthur Altho* ſhall thereupon out of the purchaſe-money (to be paid for ſuch part of the lands and premiſes as are now let to the tenants as aforeſaid) diſcharge all the mortgages and incumbrances on the premiſes to ſuch of the mortgagees as ſhall be willing to take in their money; but as to ſuch of the mortgagees as ſhall inſiſt on the uſual notice, the ſaid *Arthur Altho* ſhall retain in his hands of the purchaſe-money ſufficient to anſwer the principal and intereſt then due to ſuch mortgagees. **And** the ſaid *Arthur Altho* ſhall alſo be allowed to retain in his hands of the ſaid purchaſe-money the further ſum of five hunded pounds as a caution or ſecurity for the purchaſing of the ſaid reverſion, and for defraying the charges of getting in the ſame; and the reſidue of the ſaid purchaſe-money (after deducting what is hereby agreed to be retained in his hands as aforeſaid) ſhall be paid to the ſaid *Cæſar Cuff* or his aſſigns, for which the ſaid whole premiſes ſhall remain and ſtand as ſecurity to the ſaid *Arthur Altho* till the ſaid reverſion ſhall be purchaſed as aforeſaid.

Mortgages, *&c.* how to be paid off by the purchaſer, he to retain a ſum to purchaſe the reverſion, *&c.*

The valuation of timber to be poſtponed till winter, and the purchaſer to give bond for the money.

**That** in regard it may be very difficult (if not impracticable) rightly to view and value the timber growing on the ſaid premiſes, and to meaſure the coppice ground during the ſummer ſeaſon, by reaſon whereof the purchaſe-money to be paid by the ſaid *Arthur Altho* in reſpect of ſuch timber and coppice ground cannot at preſent be reduced to a certainty, it is agreed, that the valuing the ſaid timber and meaſuring the ſaid coppice ground ſhall be deferred till the next fall of the leaf, and that in the mean time the ſaid *Arthur Altho* ſhall give to the ſaid *Cæſar Cuff*, or to ſome other perſon whom he ſhall name, in truſt for him, a bond in a ſufficient penalty, conditioned to pay for the ſaid timber and coppice ground according to the valuation and rates aforeſaid, as ſoon as the ſame ſhall be valued and meaſured as aforeſaid.

If the reverſion cannot be got in, the purchaſer may be off, and be paid back his money with intereſt, diſcounting rents, *&c.* if got

**That** in caſe it ſhall be found that the ſaid reverſion cannot be bought or otherwiſe got in, and if the ſame ſhall not be actually conveyed to the ſaid *Arthur Altho* on or before the twenty-fifth day of December which will be in the year of our Lord 1779, the ſaid *Arthur Altho* ſhall be at liberty to vacate the preſent agreement for the ſale and purchaſe of the ſaid premiſes, and ſhall be paid back what of the ſaid purchaſe-money he ſhall have then paid, with intereſt for the ſame, diſcounting thereout what he ſhall have

then

then received by the rents or profits of the ſaid premiſes to the ſaid *Cæſar Cuff* or his aſſigns, or as he ſhall appoint, free of all incumbrances done by the ſaid *Arthur Altho:* But if the reverſion of the ſaid premiſes ſhall be bought in and conveyed to the ſaid *Arthur Altho*, the ſurplus of the ſaid ſum of five hundred pounds (after deducting what ſhall have been paid for that reverſion and the charges of getting in the ſame) ſhall be paid to the ſaid *Cæſar Cuff* with intereſt for the ſame from the time when the ſaid *Cæſar Cuff* ſhall have had poſſeſſion of the premiſes.

in, the ſurplus to be paid to the vendor.

And Laſtly, That if at the time of executing the ſaid conveyance and letting the ſaid *Arthur Altho* into the poſſeſſion of the ſaid premiſes three months or upwards ſhall have then elapſed ſince the laſt rent-day, the ſaid *Cæſar Cuff* ſhall have an allowance in reſpect of the ſaid three months ſo elapſed, and ſhall alſo have liberty to receive any rent which ſhall be in arrear in the tenants hands at the ſaid then laſt rent-day. In Witneſs, &c.

Agreement as to arrears of rent, and time elapſing between rent-day and day of poſſeſſion.

*(Horſeman.)*

*An Agreement for letting a Houſe for one Year certain, and for ſuch further Time as both Parties ſhall agree, whereby the Tenant is to have the Uſe of Goods mentioned in a Schedule, with Power for the Landlord to enter, view and repair, and to remove Work-Benches, &c. out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the End of the Term, and both to be at equal Charge in emptying Vaults.*

MEMORANDUM, It is hereby covenanted and agreed Between *T. L.* of L. goldſmith, and *J. F.* of L. ——— in manner following, *(viz.)* The ſaid *T. L.* doth hereby demiſe and let unto the ſaid *J. F.* All that his tenement with its appurtenances, ſituate, *&c.* together with the uſe (but not the property) of the goods and things in the ſchedule hereunder written mentioned, (except as herein after is excepted,) and as the ſaid premiſes are now in the occupation of the ſaid *J. F.* Except and always reſerved unto the ſaid *T. L.* and all other perſons who have a legal right thereto, a power to enter and come into and upon the ſaid tenement at all ſeaſonable times, to view and do the repairs thereof, when wanting; And alſo except free liberty for the ſaid *T. L.* or his aſſigns, at any time to remove and carry away from the garret in the ſaid tenement, the following things, *viz.* One pair of bellows, tuiron and diſh thereto belonging, and two planks or work-boards with their feet or legs ſtanding at the windows there, being part of the goods mentioned in the ſchedule here underwritten; To hold the ſaid tenement and goods (except as aforeſaid) unto the ſaid *J. F.* from Midſummer laſt paſt for one year certain, and from the end of the ſaid one year, then for and during ſuch further term or terms, as they the parties hereto ſhall mutually agree. Provided, and ſo as that on either of the ſaid parties giving unto the other half a year's warning in writing, then theſe preſents to be void; Yielding and paying therefore yearly, And the ſaid *J. F.* for himſelf, his executors and adminiſtrators, doth hereby covenant to and with the ſaid *T. L.* his executors and aſſigns, in manner following, *viz.* That he the ſaid *J. F.* during the continuance of this demiſe, ſhall yearly well and truly pay unto the ſaid *T. L.* his executors or aſſigns, the yearly rent or ſum of thirteen pounds of, *&c.* on the four uſual quarter-days following, *viz.* Michaelmas-Day, Chriſtmas-Day, Lady-Day, and Midſummer-Day, by four equal portions; the firſt of which quarterly payments to begin and be made within fourteen days next after Michaelmas-Day now next, and all the ſaid quarterly payments to be made at fartheſt within fourteen days next after every of the ſaid quarter-days during this demiſe, and that free and clear of and from all manner of taxes, tithes, pariſh rates and duties whatſoever, (the land and trophy-tax only excepted; And alſo that he the ſaid *J. F.* ſhall forthwith pay unto the ſaid *T. L.* for the things following, now in the parlour of the ſaid tenement, *viz.* One, *&c.* the ſum of twelve ſhillings and ſixpence;) And alſo, that the ſaid *J. F.* ſhall pay one half part of the charge of emptying the vault belonging to the ſaid tenement, as often as emptied; and alſo at the expiration of this demiſe ſhall peaceably and quietly ſurrender and yield up to the ſaid *T. L.* his executors or aſſigns, the ſaid hereby demiſed tenement, together with all and ſingular the goods and things in the ſaid ſchedule hereunder written mentioned and ſpecified, and that in as good condition as the ſame now are, (reaſonable uſe and wearing thereof in the mean time only excepted;) And the ſaid *T. L.* for himſelf, his executors and aſſigns, doth hereby covenant to and with the ſaid *J. F.* his executors and adminiſtrators, in manner following, *viz.* That he the ſaid *T. L.* his executors or aſſigns, on the determination of this demiſe, ſhall pay or allow to the ſaid *J. F.* the ſaid ſum of twelve ſhillings and ſixpence ſo by him paid for the ſaid goods and things in the parlour aforeſaid; And laſtly, that the ſaid *J. F.* (paying the ſaid rent in manner, and according to the reſervation thereof, as aforeſaid, and alſo performing the covenants herein contained on his part to be performed,) ſhall and may peaceably and quietly hold and enjoy the ſaid hereby demiſed premiſes, during the term aforeſaid, and that without any let, interruption or diſturbance of the ſaid *T. L.* or his aſſigns, or any perſon claiming under, or by or through his, their, or any of their act, neglect, default or procurement. In Witneſs, *&c.*

Demiſe.

Except, *&c.*

Habendum.

Warning.

Reddendum, and covenant to pay rent and taxes, except, *&c.*

Covenant to pay for goods in the parlour, and to bear half charge of emptying the vault and ſurrender premiſes and goods at the end of the term.

Landlord covenants to repay tenant for goods in the parlour.

Peaceable enjoyment.

*(Morgan.)*

*An Agreement between Watermen to pay a Penny a-piece per Week into a Perſon's Hands to defray Expences of proſecuting Hoymen obſtructing and damaging their Boats.*

Articles, *&c.* Between the ſeveral parties whoſe names are hereunto ſubſcribed, being all Watermen plying at Sab-ſtairs, commonly Bear-Key ſtairs, in the pariſh of St. Dunſtan in the Eaſt in the City of London, of the one part, and *T. J.* of the ſame pariſh, Victualler, of the other part, as follows;

WHEREAS ſeveral corn Hoymen, who bring their corn to Bear-Key market, often ground their hoys ſo near or before Sab's-ſtairs or Bear-Key ſtairs aforeſaid, ſo that the ſaid Watermen, parties to theſe preſents, are in a great meaſure prevented from plying at the ſaid ſtairs, and following their

Recital.

their reſpective employments there; and the ſaid Hoymen do often ſwing their hoys at all times of the tide, (although they ought not to ſwing the ſame until or near high water) by which means ſeveral of the boats or wherries of the ſaid Watermen, parties to theſe preſents, are frequently ſtaved, ſunk, and very much damaged, to their (the ſaid watermen, parties to theſe preſents) very great loſs and damage: **And whereas** the ſaid ſeveral Watermen, parties to theſe preſents, are come to a reſolution, that application ſhall be made by them, or ſome of them, or ſome perſon or perſons on their or ſome of their behalfs, to the Right Honourable the Lord Mayor of the city of London for the time being, that the ſaid Hoymen may be reſtrained from ſtopping up the ſaid ſtairs, or ſwinging their hoys before high water, and that ſufficient room may be left for the ſaid Watermen, parties to theſe preſents, to ply at the ſaid ſtairs; and likewiſe to commence ſuits or actions againſt the ſaid Hoymen, or any of them, in caſe the ſaid Watermen, parties to theſe preſents, or any of them, ſhall ſuffer any damage by reaſon of the ſaid Hoymen ſwinging their hoys as aforeſaid: but in regard ſuch application, ſuits or actions, will neceſſarily be attended with ſome expence, the ſaid ſeveral Watermen, parties to theſe preſents, are come to the agreement herein after mentioned: **Now theſe Preſents witneſs**, that the ſeveral Watermen, parties to theſe preſents, do hereby for themſelves ſeverally, and not jointly, or one for the other, or for the heirs, executors or adminiſtrators of the other, but each of them for himſelf and his own heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *T. J.* his executors and adminiſtrators, by theſe preſents, in manner following, (that is to ſay) that the ſaid ſeveral Watermen, parties to theſe preſents, ſhall and will weekly, during the ſpace of thirty-one years, commencing from the date hereof, pay or cauſe to be paid into the hands of *T. J.* his executors or adminiſtrators, the reſpective ſums of one penny a-piece; which ſaid money when paid to and received by the ſaid *T. J.* his executors or adminiſtrators, is to be by him or them laid out and applied for and towards the diſcharge and payment of the coſts and charges (which ſhall be occaſioned by reaſon or means of making ſuch application, or commencing ſuch ſuit or action by or on behalf of the ſaid Watermen, parties to theſe preſents, or any of them as aforeſaid) to ſuch perſon or perſons, at ſuch times, and in ſuch proportions and manner, as the ſaid Watermen, parties to theſe preſents, or the major part of ſuch of them as ſhall be then living, ſhall direct or appoint. **And further**, that in caſe any ſuit or ſuits in law or equity ſhall be brought or commenced by or againſt the ſaid Watermen, parties to theſe preſents, or any of them, by or againſt the ſaid Hoymen, or any of them, or any other perſon or perſons, in relation to the ſaid premiſes, and that then the ſaid monies ariſing by the ſaid one penny a-piece *per* week ſhall not be ſufficient to anſwer the charges of ſuch ſuit or ſuits, then the ſaid Watermen, parties to theſe preſents, or their reſpective heirs, executors or adminiſtrators, ſhall and will well and truly pay in equal ſhares and proportions into the hands of the ſaid *T. J.* his executors or adminiſtrators, (or into the hands of ſuch other perſon or perſons, as they or the major part of them ſhall by writing under their hands nominate and appoint,) ſo much money as will anſwer and pay ſuch coſts and charges ariſing by ſuch ſuits in law or equity, over and above the one penny *per* week as aforeſaid. **And further**, that the ſaid Watermen, parties to theſe preſents, ſhall and will indemnify and ſave harmleſs the ſaid *T. J.* his executors and adminiſtrators, of and from all coſts, charges, damages and expences, which he the ſaid *T. J.* his executors and adminiſtrators, ſhall and may neceſſarily ſuſtain, ſuffer or be put unto by reaſon or means of theſe preſents, or any thing ariſing therefrom or relating thereto, (ſo as ſuch coſts and charges be not occaſioned by the non-performance of the ſeveral agreements herein contained, and which are on the part and behalf of him the ſaid *T. J.* his executors and adminiſtrators, intended to be done and performed.) **Provided always**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſaid ſeveral Watermen, parties to theſe preſents, or the major part of them living, ſhall at any time or times hereafter be inclined to nominate and appoint any other perſon or perſons in the ſtead and room of the ſaid *T. J.* his executors or adminiſtrators, for the receiving the ſaid payments of one penny *per* week as aforeſaid; **Then** it is hereby agreed that the ſaid Watermen, parties to theſe preſents, or the major part of them, ſhall have power and authority by any deed or deeds, writing or writings under the hands of them, or the major part of them, to nominate and appoint any other perſon or perſons, to receive the ſaid ſeveral payments of one penny *per* week as aforeſaid, and thereupon the ſaid *T. J.* his executors or adminiſtrators, ſhall and will pay or cauſe to be paid all ſuch monies, as ſhall be by him or them at the time received by virtue of the ſeveral weekly payments hereby agreed to be made as aforeſaid, and which ſhall not be by him or them laid out or applied by the direction or appointment of the ſaid Watermen, parties to theſe preſents, or the major part of them, for the purpoſes aforeſaid; **To** the payment of which money accordingly by the ſaid *T. J.* his executors or adminiſtrators, unto ſuch perſon or perſons as ſhall be nominated by the ſaid Watermen, or the major part of them as aforeſaid, the ſaid *T. J.* doth hereby bind himſelf, his heirs, executors and adminiſtrators. **And laſtly**, the ſaid ſeveral parties to theſe preſents, do hereby bind themſelves, their heirs, executors and adminiſtrators, in the reſpective penal ſum of ten pounds for the ſpecifick performance and execution of the ſeveral covenants, clauſes and agreements herein contained, and which are on their reſpective parts to be done, executed and performed. **In Witneſs**, *&c.*

*(Wood.)*

Covenant

to pay one penny weekly for thirty-one years

for carrying on ſuits.

And if that ſhall not be ſufficient, to pay further ſums.

To pay *T. J.*'s coſts.

Power to nominate another perſon in the room of *T. J.*

Penalty.

## *Agreement to aſſign the Remainder of a Term of Years in Truſt to attend the Inheritance.*

**Articles**, &c. **Between** *J. A.* of, *&c.* of the one part, and *S. F.* of, *&c.* of the other part.

Recital of leaſe.

**Whereas** by indenture bearing date, *&c.* made or mentioned to be made between *T. S.* of, *&c.* of the one part, and *J. C.* of, *&c.* of the other part, **The** ſaid *T. C.* for the conſiderations therein mentioned, **Did** demiſe and grant unto the ſaid *J. C.* **all that** meſſuage, *&c.* **To hold** unto the ſaid *J. C.* his, *&c.* **From**, &c. **Unto** the full end and term of twenty-one years from thence next enſuing, **At** and under the yearly rent of, *&c.* payable, *&c.* as in and by the ſaid indenture of leaſe, relation, *&c.* **And whereas** the eſtate and intereſt of the ſaid *J. C.* in and to the ſaid premiſes for the remainder of the ſaid term of twenty-one years, is by meſne aſſignments come unto and legally inveſted in the ſaid *J. A.* **And whereas** the ſaid *T. S.* has ſince conveyed the inheritance of the ſaid premiſes unto the ſaid *S. F.* and his heirs: **Now it is hereby agreed** by and between the ſaid parties to theſe preſents, and the ſaid *J. A.* for himſelf,

Premiſes by meſne aſſignments veſted in *J. A.*

Agreement,

himſelf, his, &c. doth covenant, &c. to and with the ſaid *S. F.* his, &c. by theſe preſents, that he the ſaid *J. A.* and all other perſon and perſons having or claiming any eſtate, title or intereſt in the ſaid premiſes, by, from or under him, or the ſaid *J. C.* ſhall and will, on or before, &c. next, for the conſiderations hereafter mentioned, grant, bargain, ſell, aſſign and ſet over, unto the ſaid *S. F.* his, &c. or to ſuch other perſon or perſons as he ſhall appoint, the ſaid recited indenture of leaſe, and all his and their eſtate, title, intereſt and term of years yet to come and unexpired, claim and demand whatſoever in and to the ſaid meſſuage, or tenements and premiſes, with the appurtenances, by virtue of the ſaid recited indenture of leaſe, or otherwiſe howſoever, by ſuch conveyance as counſel ſhall adviſe: In conſideration of ſuch aſſignment the ſaid *S. F.* doth hereby covenant, promiſe and agree to pay, or cauſe to be paid, unto the ſaid *J. A.* his, &c. the ſum of, &c. on the ſaid day of, &c. next, deducting thereout all ſuch ſum and ſums of money as are due and in arrear unto the ſaid *S. F.* of the yearly rent of, &c. payable by the ſaid recited indenture of leaſe until, &c. next, which the ſaid *J. A.* doth hereby promiſe and agree ſhall be thereout deducted accordingly. In witneſs, &c.

*(Newnam.)*

*Agreement for the Sale and Delivery of a Parcel of Goods of ſuch Pattern on Arrival of a Ship's Freight, free and clear from Damage, and that the Purchaſer on Notice of the Ship's Arrival ſhall receive and pay for the ſame, and pay the Duty on Importation.*

Agreed, &c. Between *M. P.* of the one part, and *J. S.* of the other part, as follows, (that is to ſay)

THE ſaid *M. P.* for himſelf, &c. doth covenant, &c. to and with the ſaid *J. S.* his, &c. that he the ſaid *M. P.* for the conſiderations, and at the price hereunder mentioned, ſhall and will deliver, or cauſe to be delivered unto the ſaid *J. S.* his, &c. in the river of ———, freight free, and clear from damage ——— pounds weight of ——— of the ſeveral ſorts, and agreeable to the ſeveral patterns hereunto annexed. And the ſaid *J. S.* for himſelf, &c. doth covenant, promiſe and agree to and with the ſaid *M. P.* his, &c. that he the ſaid *J. S.* his, &c. ſhall and will, upon notice to him or them given by the ſaid *M. P.* his, &c. of the ſaid ——— being arrived in the river of T. receive or cauſe the ſame to be received from on board ſuch veſſel wherein the ſame ſhall be imported, or ſhall then be; and ſhall and will well and truly pay or cauſe to be paid unto the ſaid *M. P.* his, &c. ſo much lawful, &c. as the ſaid ——— pounds weight of ——— ſhall amount unto, at the rate of ——— *per* pound; And ſhall and will alſo bear, pay and diſcharge all the cuſtom duties and other charges to be paid for and in reſpect of the ſaid ——— after their arrival in the river of T. freight excepted. *(Penalties may be added.)* In witneſs, &c.

*An Agreement between a Merchant and his Apprentice's Father. The Father covenants for his Son's Fidelity,* &c.

Articles of Agreement, &c. Between *J. F.* and *R. C.* and *D. C.*

WHEREAS the ſaid *J. F.* the day of the date hereof, in conſideration of the affection which he beareth to the ſaid *R. C.* is contented and agreed to take the ſaid *R. C.* to be his ſervant or apprentice in merchandizing affairs, and accordingly to employ him therein as well in parts beyond ſeas as in the kingdom of Great Brritain, where the ſaid *J. F.* ſhall or may hereafter, or now hath trading and dealings, for the ſpace of ſeven years, to commence from the day of the date of theſe preſents: And thereforе the ſaid *D. C.* father of the ſaid *R. C.* doth covenant and grant for himſelf, his executors, adminiſtrators and aſſigns, to and with the ſaid *J. F.* his executors, adminiſtrators and aſſigns, that the ſaid *R. C.* his ſon, ſhall and will, during the ſaid term, (if he ſo long live) well, diligently and faithfully, to the utmoſt of his power and ſkill, ſerve him the ſaid *J. F.* in his trade of merchandizing, and other his affairs, in ſuch place and places as the ſaid *J. F.* ſhall think fit to appoint; and that the ſaid *R. C.* at all times hereafter, during the ſaid term, ſhall receive and take into his charge and cuſtody, all ſuch goods and merchandizes whatſoever, as by or for the uſe or account of the ſaid *J. F.* ſhall be conſigned or ſent to him the ſaid *R. C.* and alſo ſell, utter and diſpoſe of the ſame goods and merchandize to the beſt profit he can for the ſaid *J. F.* his executors, adminiſtrators or aſſigns; and ſhall at all times during the ſaid term follow and perform the advice, direction and orders of him the ſaid *J. F.* which ſhall by letters or otherwiſe be ſent, given or made known to him the ſaid *R. C.* about or concerning the factory or merchandize aforeſaid; And alſo that he the ſaid *R. C.* ſhall at the charge of the ſaid *J. S.* his, &c. provide and keep in due order books of account concerning his ſaid employments as aforeſaid, according to the cuſtom of merchants in ſuch caſes, and ſhall deal juſtly, truly and faithfully to and with the ſaid *J. F.* his, &c. in all and every of his accounts, reckonings, bargains and dealings, relating to and concerning his ſaid employment, and ſhall conſtantly once in ſix months, during the term aforeſaid, tranſmit and ſend unto the ſaid *J. F.* his, &c. true accounts of all the buſineſs and dealings of the ſaid *R. C.* in the premiſes, and ſhall alſo ſend letters of advice to the ſaid *J. F.* his, &c. as often as he conveniently can, of ſuch matters and occurrences wherewith it ſhall be proper and expedient that the ſaid *J. F.* his, &c. be acquainted; and ſhall alſo return and come into England, and bring all his books of accounts with him, whenever he ſhall be required ſo to do by the ſaid *J. F.* his, &c. And that the ſaid *R. C.* ſhall from time to time, upon reaſonable requeſt made, ſhew forth all his books of account concerning all his dealings aforeſaid, and make and give unto the ſaid *J. F.* his, &c. a juſt, true and perfect account in writing of, for and concerning all and every ſuch goods, wares, money, debts and merchandizes whatſoever, as well of the ſaid *J. F.* as jointly with any other, which ſhall hereafter come to the hands and charge of the factory of him the ſaid *R. C.* or for which he the ſaid *R. C.* ſhould or ought to be accountable unto the ſaid *J. F.* his executors, adminiſtrators or aſſigns:

aſſigns: And moreover, That he the ſaid *R. C.* ſhall within one month next after ſuch account made and given in, well and truly ſatisfy, pay and deliver to the ſaid *J. F.* his executors adminiſtrators or aſſigns, all and every ſuch wares, money, goods, debts and merchandizes, and other things whatſoever, as by or upon the foot of the ſaid account ſhall appear to be, and be found due to him the ſaid *J. F.* his executors, adminiſtrators or aſſigns, by or from the ſaid *R. C.* *(You may add concerning his Maintenance, Clothes, &c.)*

*(Wood.)*

*An Agreement by Indorſement on a Purchaſe-Deed, by which ſeveral Vendors of an Advowſon, to which the Title is doubtful, agree to leave Part of the Purchaſe Money in the Hands of the Purchaſer for a certain Time, eventually to indemnify him.*

**Articles of Agreement** indented, had, made, concluded and agreed upon this fifteenth day of July, *&c.* between *Abraham Afleck* of, *&c.* of the one part, *Benjamin Brayne* of, *&c. Charles Cave* of, *&c. Dennis Dewey* of, *&c. Edmund Exel* of, *&c.* and *Francis Fell* of, *&c.* of the other part, as follows.

A recital that ſeveral of the parties being reſpectively ſeiſed in fee of certain proportions of lands, *&c.*

and of an advowſon, have conveyed the ſame to the now purchaſer;

**WHEREAS** the ſaid *Charles Cave* being ſeiſed in fee of two ſixth parts, (the whole in ſix equal parts to be divided) of and in divers meſſuages, lands and tenements in Garton and Haton, or one of them, in the county of Kent, and the ſaid *Benjamin Brayne* and *Edmund Exel* being each of them ſeiſed in fee of one other ſixth part thereof, and the ſaid *Dennis Dewey* and *Jane* his wife, in right of the ſaid *Jane*, being alſo ſeiſed in fee of one other ſixth part thereof, and the ſaid *Francis Fell* and *Letitia* his wife, in right of the ſaid *Letitia*, being alſo ſeiſed in fee of the other remaining ſixth part thereof, and all of them being or pretending to be ſeiſed in fee in the ſhares and proportions aforeſaid of and in the advowſon of the church of Garton aforeſaid, have by indenture bearing date the day before the day of the date of theſe preſents, and by other conveyances and aſſurances, in conſideration of the ſum of ſix thouſand pounds, of lawful money of Great Britain, in the ſame indenture mentioned to be paid or ſecured to them reſpectively by the above named *Abraham Afleck*, in proportion to their reſpective eſtates and intereſts of and in the premiſes, granted and conveyed, or are therein mentioned to have granted and conveyed, unto and to the uſe of the ſaid *Abraham Afleck*, his heirs and aſſigns, the ſaid meſſuages, lands, tenements, advowſon and premiſes. And whereas the title of the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Jane* his wife, and *Francis Fell* and *Letitia* his wife, in and to the ſaid advowſon, being at the time of ſuch grant and conveyance ſomewhat doubtful and uncertain, they the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* have agreed to leave, and have accordingly left in the hands of the ſaid *Abraham Afleck* the ſum of one thouſand pounds, part of the aforeſaid ſum of ſix thouſand pounds, as a ſecurity for the quiet enjoyment of the ſaid advowſon by the ſaid *Abraham Afleck*, his heirs and aſſigns, and ſubject to the terms, conditions and agreements herein after mentioned concerning the ſaid one thouſand pounds. Now theſe Preſents witneſs, That it is hereby declared and agreed by and between all the ſaid parties hereunto in manner following; that is to ſay,

and that the title to the advowſon being doubtful, the vendors have left part of the purchaſe money in his hands. as a ſecurity, *&c.*

The agreement by the purchaſer, in caſe of a certain enjoyment ſpecified of the advowſon,

The ſaid *Abraham Afleck* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree with the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell*, their executors and adminiſtrators, that in caſe the ſaid *Abraham Afleck*, his heirs and aſſigns, ſhall and do hold and enjoy the ſaid advowſon of the church of Garton, during the life of *John Stiles*, preſent incumbent of the ſaid church, or for ſuch time as he ſhall continue incumbent there; and from and after the firſt avoidance of the ſaid church by the death or reſignation of the preſent incumbent, or otherwiſe, if he the ſaid *Abraham Afleck*, his heirs or aſſigns, ſhall and may peaceably and quietly preſent another fit perſon as incumbent to the ſaid church, who ſhall thereupon be admitted, inſtituted and inducted, and continue in the poſſeſſion of the rectory or parſonage of the ſame church by the ſpace of half a year after ſuch induction, then and in ſuch caſe, and not otherwiſe, he the ſaid *Abraham Afleck*, his executors or adminiſtrators, ſhall and will anſwer, allow and pay unto the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective executors or adminiſtrators, according to their ſeveral and reſpective ſhares and proportions of and in the ſaid advowſon at the time of the making the ſaid recited conveyance, intereſt for the ſaid ſum of one thouſand pounds, after the rate of four pounds *per cent. per ann.* to be computed from the day of the date of theſe preſents until the end of ſuch half year after ſuch induction as aforeſaid, firſt deducting thereout all coſts and charges which he the ſaid *Abraham Afleck*, his heirs or aſſigns, ſhall be at in maintaining or defending the title of the ſaid advowſon, (if any ſuch ſhall be) and in caſe the ſaid *Abraham Afleck*, his heirs and aſſigns, ſhall during the ſpace of ſeven years, to be accounted from the ſaid half year after ſuch induction as aforeſaid, peaceably and quietly hold, poſſeſs and enjoy the ſaid advowſon of the church of Garton, without any let, ſuit, trouble, eviction, and interruption of or by any perſon or perſons whatſoever lawfully claiming or to claim the ſaid advowſon; then and in ſuch caſe, and not otherwiſe, he the ſaid *Abraham Afleck*, his heirs, executors and adminiſtrators, ſhall and will at the end of the ſaid ſeven years pay, or cauſe to be paid unto the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective executors or adminiſtrators, the ſaid ſum of one thouſand pounds, in the proportions following; (that is to ſay,) Two ſixth parts thereof to the ſaid *Charles Cave*, his executors or adminiſtrators, and a ſixth part thereof to each of them the ſaid *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective executors or adminiſtrators, together alſo with the intereſt for the ſame, after the rate of five pounds *per cent. per ann.* to be paid by equal half-yearly payments during ſuch enjoyment, to be computed from the end of the ſaid half year after ſuch induction as aforeſaid; thereout firſt deducting all charges and expences which he the ſaid *Abraham Afleck*, his heirs or aſſigns, ſhall be at in maintaining or defending the title of the ſaid advowſon, if any ſuch there be.

to pay intereſt for the money retained,

deducting coſts,

and in another event, to pay the principal.

The vendors covenant with the purchaſer,

And the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral reſpective heirs, executors and adminiſtrators, covenant grant and agree to and with the ſaid *Abraham Afleck*, his heirs, executors, adminiſtrators and aſſigns, that in caſe the ſaid advowſon ſhall at any time hereafter before the end of the aforeſaid ſeven years be evicted and recovered from the ſaid *Abraham Afleck*, his heirs or aſſigns, by any perſon or perſons

that in caſe of eviction he ſhall

ſons whomſoever, then and in ſuch caſe he the ſaid *Abraham Aſleck*, his executors and adminiſtrators, ſhall and may have, retain and keep the ſaid ſum of one thouſand pounds, to and for his and their own uſe and benefit, as his and their own proper goods and chattels, diſcharged of the aforeſaid covenant and agreement for the payment of the ſame. **And** in caſe the ſaid *Abraham Aſleck*, his heirs or aſſigns, ſhall be lawfully hindered or obſtructed from preſenting a fit perſon as an incumbent to the ſaid church of Garton at the firſt and next avoidance thereof, or if ſuch perſon ſo preſented ſhall at any time within half a year after his induction be lawfully removed or ejected by *quare impedit*, or other action, to be brought againſt him by any perſon or perſons whomſoever, then or in either of the ſaid caſes the ſaid *Abraham Aſleck*, his heirs executors and adminiſtrators, ſhall be wholly diſcharged of and from payment of any intereſt for the ſaid ſum of one thouſand pounds, and of and from his and their covenant and agreement for payment of the ſame. **In witneſs**, &c.

keep the money retained, to his own uſe;

and in caſe of being diſturbed, not to pay intereſt.

*(Horſeman.)*

*Agreement between a Company in London and a Bricklayer, for executing a Building Leaſe.*

At a general court of the worſhipful company of M. London, held at their hall on ———, the ——— day of ———, in the year of our Lord 1779.

**It is agreed and granted**, That *J. L.* of, &c. Citizen, Tiler and Bricklayer, of London, ſhall have a leaſe of the ground and old houſes ſtanding thereon, ſituate, &c. (late in leaſe to *S. T.* Eſq; **To hold** for fifty-one years from Midſummer 17——. **Yielding and paying** therefore to the ſaid company, by quarterly payments, the rent or ſum of thirty-two pounds *per annum* during the ſaid term, free and clear of all manner of taxes, aſſeſſed or to be aſſeſſed by authority of parliament or by any other power or authority whatſoever, which ſaid taxes are to be paid and diſcharged by the tenant during the ſaid term: **And** the ſaid *J. L.* in conſideration thereof, doth hereby covenant for himſelf, his executors, adminiſtrators and aſſigns, to and with the ſaid company and their ſucceſſors, that he the ſaid *J. L.* his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will within two years from the date hereof, lay out and expend the ſum of ſeven hundred pounds of lawful Britiſh money, in rebuilding the ſaid houſes, and alſo ſhall and will employ the old materials in and about rebuilding the ſame; and will ſchedule all the things fixed or faſtened to the premiſes when the building is finiſhed, and the leaſe is to contain theſe and ſuch other covenants as are contained in the laſt leaſe made of the premiſes, and will execute a counterpart thereof upon demand, and pay the accuſtomary fees for the ſame: **And** *W. R.* of, &c. Eſq; for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid company and their ſucceſſors, that the ſaid *J. L.* or the ſaid *W. R.* or one of them, or their or ſome or one of their executors or adminiſtrators, ſhall and will expend and lay out the ſaid ſeven hundred pounds of lawful Britiſh money, in rebuilding the ſaid houſes within two years from the date hereof; and when the building is finiſhed, will ſchedule all the things to the ſaid leaſe which is to contain theſe and ſuch other covenants as were contained in the laſt leaſe made of the premiſes; and further, the ſaid *J. L.* or *W. R.* their executors, adminiſtrators or aſſigns, or ſome or one of them, ſhall and will, during the ſaid term, pay the ſaid rent of thirty-two pounds *per annum* as the ſame ſhall become due, in manner aforeſaid, and obſerve, perform and keep all other the covenants in the ſaid leaſe to be made to the ſaid *J. L.* **In witneſs**, whereof the ſaid *J. L.* and *W. R.* bind themſelves, their heirs, executors and adminiſtrators, unto the ſaid wardens and commonalty and their ſucceſſors, in the penal ſum of five hundred pounds the day and year aboveſaid.

Covenants.

*(Wood.)*

*An Agreement to end a Suit in Chancery (brought in Purſuance to a Claim by various Settlements, &c. in which an Iſſue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premiſes in Queſtion are ſettled, and an Act of Parliament covenanted to be procured for Confirmation.*

**Articles**, &c. **Between**, *P. S.* of, &c. (youngeſt ſon of *P. S.* the elder, late of, &c. Eſq; deceaſed, and uncle of *H. S.* and *P. S.* two infants, herein after named) of the one part, and *A. S.* of, &c. aforeſaid, widow, (mother and guardian of the ſaid *H. S.* and *P. S.* the infants, which ſaid *H.* and *P.* the infants, are the two only ſons of *H. S.* late of, &c. deceaſed, who was the eldeſt ſon of the ſaid *P. S.* the elder, deceaſed, and elder brother of the ſaid *P. S.* party hereto,) *S. R.* of, &c. Eſq; (brother-in-law to the ſaid *A. S.*) and *J. T.* of, &c. Gentleman (for and on the behalf of the ſaid infants) of the other part, in manner as follows, that is to ſay,

**Whereas** by indenture of leaſe and releaſe, bearing date reſpectively on or about the 20th and 21ſt days of Auguſt 1761. *(Recital of a ſettlement, whereby Sir* M. S. *conveyed to truſtees ſeveral manors*, &c. *(except lands for ſeveral uſes ſince determined,) and afterwards to the uſe of* P. S. *(one of the ſons of Sir* P. S. *Knight deceaſed, and which ſaid* P. S. *was great-grandfather of the ſaid* H. *and* P. S. *the infants, and grandfather of the ſaid* P. S. *party hereto,) for the term of ninety nine years, if he ſhould ſo long live; with remainder to the ſaid truſtees and their heirs during his life to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid* P. S. *(ſon of the ſaid Sir* P.) *in tail male ſucceſſively; and for default of ſuch iſſue, to the uſe of Sir* H. S. *Baronet (couſin of the ſaid Sir* M. S.) *for the term of ninety nine years (if he the ſaid Sir* H. S. *ſhould ſo long live;) with remainder to the ſaid truſtees and their heirs during his life, to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid Sir* H. *in tail male ſucceſſively, and for default of ſuch iſſue to the uſe and behoof of* R. S. *Eſq; (brother of the ſaid Sir* H. *and couſin of the ſaid Sir* M.) *for the term of ninety-nine years, if he the ſaid* R. S. *ſhould ſo long live; with remainder to the ſaid truſtees and their heirs, to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid* R. S. *in tail male ſucceſſively, and for default of ſuch iſſue, then*

Settlement recited.

*to the uſe of the right heirs of the ſaid Sir* M. S. *for ever):* And whereas upon the failure of all the eſtates limited, prior to the ſaid *P. S.* the grandfather, he the ſaid *P.* the grandfather entered upon and took poſſeſſion of the ſaid manors, lands and premiſes, (except the ſaid lands called F. *&c.)* and received the rents and profits thereof: And whereas the ſaid *P. S.* the grandfather having iſſue two ſons, *viz.* the ſaid *H.* his eldeſt ſon (pretending to be illegitimate, father of the ſaid *H.* and *P. S.* the infants) and the ſaid *H. S.* party hereto, by indenture of leaſe and releaſe, bearing date reſpectively on or about the 9th and 10th days of Semptember 1774, the releaſe being tripartite and made between the ſaid *P. S.* the father of the firſt part, the ſaid *H. S.* and *P. S.* his ſons, of the ſecond part, and *E. T.* and *R. F.* Eſquires, of the third part; It is witneſſed, That for ſettling the premiſes after mentioned, and for making a proviſion for the ſaid *H.* and *P.* the ſons, and for preventing all diſputes and controverſies that might ariſe between them or any other perſon claiming the ſame, and for anſwering the ſeveral intents and purpoſes of the parties thereto in manner therein after expreſſed, and other the conſiderations therein mentioned, the ſaid *P. S.* the father, and *H. S.* and *P. S.* his two ſons, did grant, *&c.* unto the truſtees and their heirs, the ſaid manors, *&c.* which in and by the ſaid indenture, *&c.* were granted, *&c.* to the uſes following, (that is to ſay) as to the manor of E. and other premiſes therein mentioned, to the uſe of the ſaid *P. S.* the father in fee, and as to the Lordſhip and manor of W. and other lands therein mentioned, to the uſe of the ſaid *P.* the father, for life, and after his deceaſe, (ſubject to the ſeveral jointures, rent-charges, annual payments and other incumbrances, charged, or to be charged upon the ſaid premiſes and therein after mentioned;) remainder as to the capital manſion-houſe of W. and all the meſſuages, *&c.* part of the ſaid manor therein particularly mentioned, to the uſe of the ſaid *H.* the ſon, for life; remainder to the ſaid truſtees to preſerve contingent remainders; remainder to the firſt, *&c.* ſons of the ſaid *H.* the ſon in tail mail; and for want of ſuch iſſue, to the uſe of the ſaid *P.* the ſon, for life; remainder to the ſaid truſtees to preſerve contingent remainders; remainder to the firſt and other ſons of the ſaid *P.* the ſon in tail mail; remainder to all the daughters of the ſaid *H.* the ſon, as tenants in common; remainder in like manner to the daughters of the ſaid *P.* the ſon; remainder to the right heirs of the ſaid *P.* the father; and as to the other lands and premiſes therein mentioned, to the uſe of the ſaid *P.* the ſon, party hereto, for his life; remainder to the ſaid truſtees to preſerve contingent remainders; remainder to the firſt and every other ſon of the ſame *P.* in tail mail; remainder to the ſaid *H.* the ſon, for life; remainder to the ſaid truſtees to preſerve the contingent remainders; remainder to the firſt and other ſons of the ſaid *H.* the ſon in tail mail; remainder to the daughters of the ſaid *P.* the ſon, as tenants in common; remainder to the daughters of the ſaid *H.* the ſon; remainder to the right heirs of the ſaid *P.* the father; and the ſaid *P.* the father, and his two ſons *H.* and *P.* covenanted with the ſaid two truſtees, that they in conjuction with ſuch other perſons as ſhould be heirs at law of the ſurviving truſtee in the ſaid deed of 21ſt of Auguſt, would within twelve months then next enſuing, ſuffer one or more common recovery or recoveries of the ſaid premiſes, which recovery when ſuffered, is thereby declared, ſhould enure to the ſeveral uſes therein before mentioned, in which indenture of releaſe is contained a power for either of the ſaid ſons by any deed or writing, or by their laſt will executed in manner as therein mentioned, to make a jointure of two hundred pounds *per ann.* on any wife he or they ſhould marry, out of the premiſes ſo to them reſpectively limited as aforeſaid, and alſo a power to raiſe ſuch ſums of money for younger childrens portions, in manner as therein alſo mentioned; And it is thereby agreed between the ſaid two ſons, that the ſaid capital manſion-houſe with its appurtenances, ſhould be valued by two indifferent perſons; and that the ſaid *H.* the ſon, ſhould after the death of the ſaid *P.* his father, pay a moiety of ſuch value (deducting ſixty pounds) to the ſaid *P.* the ſon; and that the courts of the ſaid manors ſhould be held after the death of the ſaid *P.* the father, in the joint names of his ſons, and the yearly profits thereby ariſing ſhould be equally divided between them and their heirs, with power for the two ſons, when in poſſeſſion of the ſaid premiſes, to grant leaſes thereof for twenty-one years in poſſeſſion at the moſt improved rents; And it was further agreed by all parties, that they and their heirs ſhould do and execute all further acts as ſhould be judged neceſſary for the more effectual anſwering the intents and purpoſes in the ſaid indenture of releaſe mentioned and expreſſed: And whereas by indenture of leaſe and releaſe bearing date reſpectively on or about the 28th and 29th days of September, 1774, the releaſe being tripartite, made Between the ſaid *P. S.* the father, of the firſt part, the ſaid *H.* and *P. S.* his two ſons, of the ſecond part, Sir *W. L.* and *T. W.* of the third part, the ſaid *E. T.* and *R. F.* of the fourth part, and *G. H.* and *M. H.* of the fifth part, (reciting, *&c.* and the covenant therein contained for ſuffering a recovery, and that the ſaid Sir *W. L.* and *T. W.* were heirs of the ſurviving truſtees named in the ſaid deed of the 21ſt of Auguſt;) It is witneſſed, that for fulfilling the covenants therein contained between the ſaid *P. S.* the father, and the ſaid *H.* and *P.* his ſons, for ſuffering the ſaid recovery, and for anſwering the true intent of the parties to the ſaid recited indenture of releaſe of the 10th of September, and the ſeveral truſts therein declared; and for barring all eſtates tail, reverſions and remainders thereupon expectant in the ſaid premiſes, and for other conſiderations therein mentioned, the ſaid *P. S.* the father, and the ſaid *H.* and *P.* his ſons, Sir *W. L.* and *T. W.* did grant, *&c.* to the ſaid *E. T.* and *R. F.* and their heirs, all the ſaid premiſes, to make them tenants to the precipe for ſuffering a common recovery thereof, which recovery is declared ſhould enure to the ſeveral uſes and truſts in the ſaid indenture of releaſe of the 10th of September, 1774, expreſſed: And whereas before the completing of the ſaid recovery ſo covenanted to be ſuffered as aforeſaid, the ſaid *H.* the father of the ſaid two infants departed this life, and after his death, by indentures of leaſe and releaſe bearing date reſpectively the 12th and 13th days of April 1775, the releaſe being quinquepartite, and made between the ſaid *P. S.* the father, of the firſt part, the ſaid *P. S.* the ſon, party hereto, of the ſecond part, and the ſaid Sir *W. L.* and *T. W.* of the third part, the ſaid *E. T.* and *R. T.* of the fourth part, and *G. H.* and *N. H.* Gentleman, of the fifth part, reciting the ſaid indentures of leaſe and releaſe and ſettlement of the 20th and 21ſt of Auguſt, 1761, and that the ſaid Sir *W. L.* was heir to the ſaid Sir *W. F.* and the ſaid *T. W.* was heir to the ſaid *H. A.* the ſurviving truſtees in the ſaid ſettlement, and for barring all eſtates tail, and for other the conſiderations therein mentioned, the ſaid *P. S.* the father, *P.* the ſon, Sir *W. L.* and *T. W.* did grant and releaſe all the ſaid premiſes to the ſaid *E. T.* and *R. F.* and their heirs, to make them tenants to the precipe, in order to ſuffer a common recovery thereof, the uſes whereof were declared to be as follows, *viz.* as to the ſaid manor of E. and the ſeveral meſſuages, lands and premiſes in S. M. S. L. and H. H. therein mentioned, to the uſe of the ſaid *P.* the father, in fee; and as to the ſaid manor of W. with the ſaid lands called Dee Dees, and the advowſon of W. to the uſe of the ſaid *P.* the father, for his life; remainder to the ſaid *P.* the ſon in fee; In which Indenture it was declared, that nothing contained therein ſhould impeach the annuity

Settlement made by *P.* the father, on his two ſons *H.* and *P.*

Uſes.

The deeds for ſuffering a recovery and declaring the uſes thereof.

*H.* the father died before the recovery ſuffered.

As to ſuffering another recovery.

nuity of the Honourable *M. S.* of three hundred pounds *per annum* for her life, or the annuity of two hundred pounds *per annum* to *M.* the wife of the ſaid *P.* the father, or ten pounds *per annum* to *M. S.* for life, in purſuance of which laſt indenture of releaſe, recoveries in Trinity Term in —— Geo. III. were accordingly ſuffered of the ſaid premiſes: **And whereas** the ſaid *P. S.* the father, died about February 1779, having firſt made his laſt will and teſtament in writing, and thereby deviſed all his eſtate to the ſaid *P.* his ſon, (party hereto) his heirs and aſſigns for ever, and upon the death of the ſaid *P.* the father, the ſaid *P.* his ſon, party thereto, entered upon, and is now in the poſſeſſion of all the ſaid premiſes (ſave and except the aforeſaid manor of E. and the lands and premiſes thereunto belonging) **And whereas** in or about Eaſter Term 1779, the ſaid *H. S.* the infant (by the ſaid *A.* his mother and next friend) exhibited his bill in the High Court of Chancery againſt the ſaid *P.* his uncle, and others, to have a diſcovery of the ſeveral deeds and ſettlement of the ſaid premiſes, and to have his title eſtabliſhed as elder ſon of the ſaid *H.* his father, or to have the benefit of the ſaid ſettlement of the 10th of September 1774, and for other the matters therein mentioned and ſet forth: **And whereas,** by the anſwer of the ſaid *P.* the uncle, put into the ſaid bill, he inſiſted that the ſaid *H.* the father of the ſaid *H.* the infant was born before the marriage of the ſaid *P.* the father, and was therefore illegitimate, and that he the ſaid *P.* his uncle, party hereto, was the only legitimate ſon and heir of the ſaid *P.* his father, and as ſuch inſiſted to hold and enjoy the ſaid premiſes: **Whereupon** iſſue was joined and ſeveral witneſſes examined on both ſides, and the ſaid cauſe came on to be heard on the 26th day of November now laſt paſt, before the preſent Lord High Chancellor, **When** an iſſue at law was directed to try whether the ſaid *H. S.* father of the ſaid *H.* the infant, was the legitimate ſon of the ſaid *P. S.* the father, or not; **And** the conſideration of all other matters in queſtion was deferred till after the ſaid iſſue was tried, **When** either party might apply to the ſaid court for further directions, **Which** ſaid iſſue has not been tried; **But** to prevent charges and expences, and all further differences and diſputes between the ſaid parties claiming the aforeſaid premiſes, **It is hereby mutually agreed** by and between all the parties to theſe preſents; **And** he the ſaid *P. S.* party hereto, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth promiſe and agree to and with the ſaid *C. S. S. R.* and *J. T.* their heirs, executors and aſſigns, by theſe preſents, in manner as follows, that is to ſay, that he the ſaid *P. S.* or his heirs, at his and their own proper coſts and charges, ſhall and will ſometime before the end of the next ſeſſions of parliament, or as ſoon after as conveniently can or may be, procure and obtain an Act of Parliament for the eſtabliſhing, corroborating, altering and confirming of the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes, compriſed in and conveyed by the ſaid ſeveral recited indentures of leaſe and releaſe, dated reſpectively the 9th and 10th and the 28th and 29th days of September 1774, (except as herein before mentioned) to, for and upon the ſeveral uſes, truſts, intents and purpoſes, in ſuch moiety, parts and ſhares, and in manner as therein and herein before mentioned, limited and expreſſed, of and concerning the ſame reſpectively, (ſubject nevertheleſs in manner as herein before expreſſed;) **And alſo** that he the ſaid *P. S.* party hereto, or his heirs, immediately after the obtaining of ſuch Act of Parliament as aforeſaid, ſhall and will pay or cauſe to be paid unto the ſaid *J. T.* his executors, adminiſtrators or aſſigns, in truſt nevertheleſs for the only uſe and benefit of him the ſaid *H. S.* the infant, his executors and adminiſtrators, one full moiety or half part of the clear yearly rents, iſſues and profits of all and ſingular the ſaid premiſes, which have been by him or his agents then had and received thereof, ſince the death of the ſaid *P. S.* his father; and alſo that he the ſaid *P. S.* party hereto, ſhall and will then alſo ſufficiently and properly authoriſe and impower the ſaid *J. T.* his executors or adminiſtrators, or ſuch perſon or perſons as he or they ſhall appoint, to receive one moiety of all arrears of the rents, iſſues and profits of the ſaid premiſes, as ſhall be then due and owing from the tenants of the ſaid premiſes, or any of them, in truſt nevertheleſs for the ſaid *H.* the infant, his executors and adminiſtrators, as aforeſaid: **And further,** That he the ſaid *P. S.* party hereto, and his heirs, at his and their proper coſts and charges, immediately after the obtaining of ſuch act of parliament as aforeſaid, ſhall and will well and ſufficiently convey, aſſure and ſettle, all the eſtate, right, title, intereſt, claim and demand whatſoever, both in law and equity, of, in and to all and ſingular the ſaid manors, lands, hereditaments and premiſes, except as aforeſaid, free and clear of all incumbrances whatſoever, done by him or the ſaid *P. S.* his father, to the uſe of the ſaid *A. R.* and *J. R.* and their heirs, and as by their counſel learned in the law ſhall in that behalf be reaſonably adviſed and required, and to, for and upon the ſeveral uſes, truſts, intents and purpoſes herein after mentioned, limited and expreſſed, of and concerning the ſame, (that is to ſay,) as to one full moiety or half part of and in all and ſingular the ſaid intended to be conveyed manors, lands and premiſes, to the uſe of the ſaid *P. S.* party hereto, and his aſſigns, for and during the term of his natural life, without impeachment of waſte: with remainder to the truſtees of the ſaid *S. R.* and *J. T.* and their heirs, during the life of the ſaid *P. S.* party hereto, in truſt to preſerve the contingent remainders herein after limited, and from and immediately after the deceaſe of the ſaid *P. S.* party hereto, then to the uſe of the ſaid *H. S.* the infant and his aſſigns, for and during the term of his natural life without impeachment of waſte; remainder to the ſame truſtees and their heirs during his life, in truſt to preſerve contingent remainders thereof, herein after limited; remainder to the heirs male of the body of the ſaid *H. S.* the infant, in tail male ſucceſſively; remainder to the ſaid *P. S.* the infant and his aſſigns, for and during the term of his natural life, without impeachment of waſte; remainder to the ſame truſtees and their heirs, during the life of the ſaid *P.* the infant, in truſt to preſerve the contingent remainders thereof herein after limited; remainder to the heirs male of the body of the ſaid *P. S.* the infant in tail male ſucceſſively; and for default of ſuch iſſue, ———, and for default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid *H. S.* the infant, for ever: **And** as for and concerning the other full moiety or half-part of and in all and ſingular the ſaid intended to be conveyed manors, lands and premiſes, to the uſe of the ſaid *H. S.* the infant and his aſſigns, for and during the term of his natural life, without impeachment of waſte; remainder to the ſaid *S. R.* and *J. T.* and their heirs during his life, in truſt to preſerve the contingent remainders thereof, herein after limited; remainder to the heirs male of the body of the ſaid *H.* the infant in tail male ſucceſſively; remainder to the ſaid *P. S.* the infant and his aſſigns, for and during the term of his natural life, without impeachment of waſte; remainder to the ſame truſtees and their heirs during the life of the ſaid *P.* the infant, in truſt to preſerve the contingent remainders thereof, herein after limited; remainder to the heirs male of the body of the ſaid *P. S.* the infant, in tail male ſucceſſively; and for the default of ſuch iſſue, to, *&c.* ——, and in default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid *H. S.* the infant for ever; **And further,** That he the ſaid *P. S.* party hereunto,

*P. S.* the father's death; his will, whereby he deviſed all his eſtate to his ſon *P.* who enters.

*H.* brings his bill.

Anſwer.

Illegitimate.

Iſſue joined. Witneſſes. Hearing. Iſſue at law directed, not tried.

Agreement to ſettle differences.

To procure an Act of Parliament for ſettling the premiſes.

And to pay half the rents and profits to *J. T.* in truſt.

And to convey premiſes.

To uſes.

A ſchedule of deeds to be delivered on oath.

hereunto, ſhall deliver upon oath by a ſchedule unto the ſaid *J. T.* immediately after the execution of theſe preſents, all and every the deeds, evidences and writings, whether in his cuſtody or power, or in the cuſtody or power of any other perſon or perſons in truſt for him, touching or relating to all the ſaid premiſes or any part thereof. **And it is hereby further covenanted and agreed** by and between the ſaid parties to theſe preſents, and their true intent and meaning is, that there ſhall be yearly paid by half-yearly payments out of the rents and profits of all the ſaid premiſes (except the manſion-houſe at W. and the out-houſes, yards, gardens, orchards and appurtenances thereunto belonging, after a deduction of taxes and other out-goings and neceſſary ſalary and expences,) one annuity of twenty-five pounds *per annum* to the ſaid *P.* the infant, during the term of his natural life, (neverthelеſs determinable in caſe he ſhall become intitled to and in poſſeſſion of the ſaid premiſes,) the ſame to be paid to him by equal half-yearly payments, *viz.* at Michaelmas and Lady-day; the firſt of which half-yearly payments to begin and be made on Michaelmas-day next; and alſo one annuity or yearly ſum of fifty pounds to the ſaid *A. S.* during the term of her natural life by equal half-yearly payments on the days aforeſaid; the firſt of which half-yearly payments to begin and be made on Michaelmas-day next, *&c.* **In witneſs**, &c.

An annuity to one of the infants, *&c.*

## *An Agreement for making an Aſſurance of Land in Fee under a yearly Rent, for the Grantee to build a Houſe thereupon, with ſpecial Limitations how it ſhall be built, as to Height, Front, Pavement*, &c.

**Articles**, &c. **Between** *H. E.* of, *&c.* of the one part, and *A. S.* of, *&c.* of the other part, as follows:

Covenant to grant.

**FIRST**, That the ſaid *H. E.* and his Truſtees ſhall and will, at the requeſt, coſts and charges of the ſaid *A. S.* by good aſſurance in the law, convey and aſſure to him the ſaid *A. S.* **All** that piece or parcel of ground, *&c.* in the pariſh of, *&c.* in the county, *&c.* containing in front —— feet, and in depth backwards —— feet, lying between the other ground of the ſaid *H. E.* on the ſouth, and on other ground of the ſaid *H. E.* on the north; one head or end thereof abutteth upon the intended piazza there towards the eaſt, and the other head or end thereof abutteth upon the yards or gardens, of, *&c.* towards the weſt, and all the eſtate, *&c.* in or to the ſaid, *&c.* or of, in or to any part or parcel thereof; except and always reſerved to the ſaid *H. E.* his heirs and aſſigns, free liberty of ingreſs, egreſs and regreſs into and from the ſtables of the ſaid *A. S.* belonging to the ſaid houſe already built there, with his and their ſervants, horſes, coaches, and other carriages of all kinds whatſoever, in, by and through a way or paſſage made, or intended to be made, at the lower end of the ſaid piece or parcel of ground, *&c.* of about —— feet wide; **To have and to hold** the ſaid piece or parcel of ground, except as before excepted, unto the ſaid *A. S.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *A. S.* his heirs and aſſigns for ever; **Yielding and paying** therefore to the ſaid *H. E.* his heirs and aſſigns, yearly and every year for ever, the rent or ſum of, *&c.* always at the feaſts of, *&c.* by even, *&c.* the firſt payment, *&c.* *(Inſert here, that in ſuch aſſurance there ſhall be clauſes of diſtreſs and re-entry, and the tenants covenant to pay the rent.)* **And** that he the ſaid *H. E.* his heirs and aſſigns, ſhall not be interrupted in coming to the ſaid ſtables, yard and houſe of the ſaid *H. E.* in, by and through the intended way aforeſaid, by him the ſaid *A. S.* his heirs or aſſigns, or any claiming or deriving title to the premiſes, by, from or under him, them or any of them. **And** the ſaid *A. S.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *H. E.* his, *&c.* by theſe preſents, that he the ſaid *A. S.* his, *&c.* ſhall and will at his and their own proper coſts and charges, erect and build, or cauſe to be erected and builded, in and upon the ſame piece or parcel of ground, before the, *&c.* which ſhall be in the year of our Lord, *&c* one ſufficient houſe of brick —— ſtories high, beſides the cellars and garrets, fronting to the aforeſaid, *&c.* that ſhall take up in a continued building the whole front of the ſaid ground, to range in a ſtrait line with the houſes of the ſaid *H. E.* already built there, on that ſide of the ſaid intended piazza; and in building the ſaid houſe ſhall and will obſerve and keep ſuch ſcantlings in his timber, thickneſs in his walls, height of his ſtories, and ornaments in his front, as was obſerved and kept by the ſaid *H. E.* in building of his houſe, ſituate in the eaſt ſide of the intended piazza called *&c.* with liberties only to erect balconies, and to place the door of entrance into the ſaid houſe in the middle of the front, or at one end thereof; and that the roof of the ſaid houſe ſhall be ſo pitched as that it ſhall ſhed towards the ſaid intended piazza, with windows therein as in the roof of the houſe of the ſaid *H. E.* and that he the ſaid *A. S.* his heirs and aſſigns, ſhall and will reimburſe and pay to the ſaid *H. E.* his executors and aſſigns, the whole charge of ſo much of the common ſewer or drain of bricks as lieth before the front of the ſaid piece of ground in the ſaid intended piazza, and ſhall and will bear and pay a juſt and due proportionable part of the charges of making and paving of the ſaid intended way or paſſage, to be made at the weſt end of the ſaid piece of ground, from the yard of the ſaid *H. E.* to the ſtreet there, called *&c.* according as forty-four feet ſhall bear in proportion to two hundred feet, which is the whole front of that quarter; and alſo juſt and due proportionable part (to be accounted as aforeſaid, of the charges of keeping and maintaining the ſaid intended way or paſſage in due and good repair, and alſo of the making and maintaining a ſmall ſewer or drain of bricks to be laid in the ſaid intended way or paſſage, for the carrying off the waſte water from the houſes built or to be built there, between the ſaid ſtreet called, *&c.* and the ſaid houſe of the ſaid *H. E.* And ſhall and will pave the intended, *&c.* —— feet in breadth all along before the front of the ſaid piece of ground hereby agreed to be granted —— feet whereof, adjoining to the ſaid intended houſe ſhall be with ſquare ſtone, and raiſed about —— inches above the other paving; and ſhall and will pay for the party-walls and gutters on the north and ſouth ſides of the ſaid piece of ground, and at the weſt end thereof, ſo ſoon as he or ſhe ſhall begin to build the intended front houſe aforeſaid; and ſhall and will begin to erect and build the ſaid houſe to front the intended piazza, immediately from the date of theſe preſents, or otherwiſe will forfeit the ſum of, *&c. nomine pœnæ.* **And the ſaid** *H. E.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *A. S.* his, *&c.* by theſe preſents, that he the ſaid *H. E.* his, *&c.* his and their truſtees, ſhall and will, upon requeſt as aforeſaid, and at the proper coſts and charges in the law of the ſaid *A. S.* his, *&c.* convey and aſſure the ſaid, *&c.* and premiſes

Exception.

*Habendum* in fee.

Rent.

Not to be interrupted in a way.

Covenant that grantee will build a houſe on the ground.

The front.
Scantlings in timber.
Thickneſs in walls.
Height in ſtories.
Door.
Roof.
Common ſewer.

Proportionable part of charges.

Pavement.

When to be built.
*Nomine pœnæ.*
Covenant to convey the premiſes.

premiſes to him the ſaid *A. S.* his, *&c.* in manner aforeſaid, with warranty, and covenants againſt him and them, his and their truſtees reſpectively, and all perſons lawfully claiming, or to claim, by, from or under him or them reſpectively; and with further covenants from the ſaid *H. E.* to pay and diſcharge to the King's Majeſty, his heirs and ſucceſſors, all ſuch rents, and arrears of rents, as are reſerved out of the ſaid premiſes, with other the lands of the ſaid *H. E.* in, *&c.* aforeſaid, as now are, or hereafter ſhall and may be due and payable for the ſame, ſo that the ſaid piece and parcel of ground, nor the houſe thereupon ſo to be builded, may not be any ways charged with the ſame, or any part thereof. In witneſs, &c.

Rent to the King.

*(Wood.)*

*An Agreement to ſettle two Houſes to ſeveral Uſes, if they ſhall be recovered at Law, and to pay Charges.*

## Articles of Agreement, *&c.* Between, *&c.*

WHEREAS *J. W.* being heretofore ſeiſed in her demeſne as of fee, of and in all thoſe the chapel-houſe, tenements, ſhops, cellars, ſollers and rooms, with their appurtenances in St. P. C. L. did by her laſt will and teſtament in writing, dated, *&c.* give and deviſe the ſame, and the reverſion and reverſions thereof, to *R. W.* her ſon, and the heirs of his body lawfully begotten; and for default of ſuch iſſue, to *H. W.* her ſecond ſon, and the heirs of his body lawfully begotten; and for default of ſuch iſſue, to *R. H.* ſon of *J. H.* and *S.* his wife, and the heirs of the body of the ſaid *R.* lawfully to be begotten; and for default of ſuch iſſue, to the heirs of the bodies of the ſaid *J. H.* and of the ſaid *S.* his wife, the daughter of the ſaid *J. W.* between them lawfully begotten: And whereas the ſaid *R. W.* and *H. W.* are long ſince dead without iſſue, and the ſaid *R. H.* being alſo dead, left iſſue by the ſaid *S.* his wife two daughters, *A.* and *M.* which *A.* dying without iſſue, the ſaid *M.* married one *J. H.* and had iſſue *M. H.* late the wife of the ſaid *T. R.* And the ſaid *M. H.* being unjuſtly kept out of the poſſeſſion of the ſaid premiſes, the ſaid *T. R.* her huſband, after his marriage with her, commenced and proſecuted ſeveral ſuits in Law and Chancery concerning the premiſes, and in order to the recovering of the ſaid houſe and premiſes, whereon he expended and laid out above two hundred pounds, and the ſaid *M.* dying before the premiſes were recovered, the right and title to the ſaid lands, according to the ſaid will and intail made by the ſaid *J. W.* did of right come and is accrued to the ſaid *H. G.* being ſon and heir of the ſaid *M.* by *H. G.* her former huſband; and the ſaid *R. M.* having other lands which ſhe might have freely diſpoſed of and did not, but did leave them to deſcend to the ſaid *H. G.* did at ſeveral times before her death declare her mind and intention, that the ſaid *T. R.* her huſband ſhould be by her ſaid ſon ſatisfied and paid all diſburſements and monies expended in the ſaid ſuits; and moreover did deſire, that the ſaid *T. R.* who by reaſon of his long time ſpent, and great pains taken in the proſecution of the ſaid ſuits, was the beſt able to aſſiſt the ſaid *H. G.* would afford the ſaid *H.* his beſt endeavours for the recovery of the ſaid premiſes: Now for the accompliſhing the deſires of the ſaid *M. R.* and for a final concluſion of all differences between them the ſaid *H. G.* and the ſaid *T. R.* touching the premiſes, It is hereby declared, covenanted, granted and agreed, by and between the ſaid parties to theſe preſents, in manner and form following, that is to ſay, That the ſaid *T. R.* ſhall and will from time to time, at the coſts and charges of the ſaid *H. G.* commence and proſecute for the ſaid *H. G.* all ſuch ſuits in the court of H. London, and in the court of C. or elſewhere, for and towards the obtaining or recovering of the ſaid houſes, tenements and premiſes in St. P. C. L. aforeſaid, as he the ſaid *T. R.* ſhall think fit, or as by the counſel of the ſaid *H. G.* learned in the law ſhall be adviſed, and that within two months or ſooner; And ſo ſoon as conveniently it can be done after the ſaid tenements and premiſes ſhall be recovered and obtained by the ſaid *H. G.* he the ſaid *H.* ſhall, at his own proper coſts and charges, by fine and recovery, or otherwiſe, and by ſuch ways and means as the counſel of the ſaid *T. R.* ſhall adviſe, charge, aſſure, convey and ſettle the ſaid tenements and premiſes in manner following, and to the ſeveral uſes, intents and purpoſes, or to ſuch effect as is herein after expreſſed, that is to ſay, Firſt he ſhall charge the ſame with the payment of a yearly rent of twenty pounds *per annum* to the ſaid *T. R.* during his natural life, payable quarterly, or at four days and times in the year therein to be expreſſed, to be paid without any defalcation, deduction or abatement, for or in reſpect of any taxes, aſſeſſments, contribution, quartering of ſoldiers, or other matters or things whatſoever ordinary or extraordinary, and with a ſufficient power to diſtrain for the ſame, which ſaid yearly rent is and ſhall be, and is agreed to be, in ſatisfaction of the monies by him the ſaid *T. R.* expended in the life-time of the ſaid *M. R.* and by her appointed to be paid as aforeſaid: And the ſaid *G. H.* ſhall limit the ſaid tenements and premiſes ſo charged as aforeſaid, to the uſe of himſelf the ſaid *H. G.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the death of the ſaid *H. G.* to the uſe and behoof of *A.* his now wife, if ſhe ſhall be then living, for and during the term of her natural life, for and towards her better maintenance and ſupport; And from and after her deceaſe, to the uſe and behoof of the firſt ſon of the ſaid *H. G.* and the heirs of the body of ſuch firſt ſon lawfully to be begotten; And for default of ſuch iſſue, to the uſe and behoof of the ſecond ſon, *&c.* and all other the ſons of the ſaid *H. G.* ſucceſſively one after another, in order and courſe as they ſhall be in order and ſeniority of age and priority of birth, and their ſeveral heirs of their ſeveral and reſpective bodies lawfully to be begotten; every elder of the ſaid ſons and the heirs of his body being always preferred before the younger and the heirs of their bodies; And for default of ſuch iſſue, to the uſe and behoof of all and every the daughters, *&c.* And for default of ſuch iſſue, to the uſe and behoof of *E. R.* and *T. R.* ſons of the ſaid *T. R.* parties to theſe preſents, by the ſaid *M.* his wife, deceaſed, brethren of the ſaid *H. G.* and *M. G.* ſiſter of the ſaid *H. G.* as tenants in common and not as joint tenants, and to be equally divided amongſt them the ſaid *E. R. T. R.* the ſon, and *M. G.* ſhare and ſhare alike, and to the uſe of the ſeveral heirs of the ſeveral and reſpective bodies of them the ſaid *E. P.* and *T. R.* the ſon, and of the ſaid *M. G.* And for default of ſuch iſſue, to the uſe of the right heirs of the ſaid *M. G.* deceaſed, mother of the ſaid *H. G.* for ever; And that he the ſaid *G. H.* ſhall and will from time to time, and at all times after that the ſaid tenements and premiſes ſhall be recovered or obtained by or for the ſaid *H. G.* or that he ſhall be thereof ſeiſed, at and upon the reaſonable requeſt of the ſaid *T. R.* do and ſuffer, and cauſe

Recital that *J. W.* being ſeiſed in fee made her will.

Covenant. That *T. R.* at coſts of *H. G.* commence ſuit for recovering premiſes.

And when recovered

ſhall ſettle ſame to uſes.

Uſes.

to be done and ſuffered, all and every act and acts, thing and things whatſoever, for the charging, conveying, aſſuring and ſettling of the ſaid tenements, and premiſes, to the uſes, intents and purpoſes herein before mentioned, which by the ſaid *T. R.* or his counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required. To pay all charges. **Alſo** it is agreed between the ſaid parties to theſe preſents, and the ſaid *H. G.* for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid *T. R.* his executors and adminiſtrators, by theſe preſents, that he the ſaid *H. G.* ſhall and will pay and bear all the charges of the ſaid ſuits concerning the ſaid tenements and premiſes; **and alſo** ſhall and will, in conſideration of the labour, travel and attendance of the ſaid *T. R.* about the ſame, or in ſolicitation thereof, pay and allow unto him the ſaid *T. R.* two ſhillings and ſix-pence for every court day of the Huſtings, London, for pleas of land during the continuance of any action or ſuit there touching the premiſes, which ſhall be ſolicited or followed by the ſaid *T. R.* and alſo two ſhillings and ſix-pence every day, wherein the ſaid *T. R.* ſhall attend at the court of Chancery, or at any ſeals of the ſaid court, or at any other court or place whatſoever, where he ſhall neceſſarily attend or ſolicit about or concerning the premiſes, or by reaſon of his undertaking the ſolicitation of the ſaid ſuits. **And** laſtly, it is agreed between the ſaid parties to theſe preſents, and the ſaid *H. G.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *T. R.* his executors and adminiſtrators, by theſe preſents, that he the ſaid *H. G.* ſhall and will, within one month after he ſhall have recovered the ſaid tenements and premiſes, pay or cauſe to be paid unto the ſaid *M. G.* his ſiſter, the ſum of twenty pounds of lawful money of England, for and towards the increaſe of her portion. **In witneſs**, &c.

*(Kitchin.)*

## *Agreement for letting the Tap-Houſe of an Inn, and the Uſe of Drinking Rooms; and as to the Tapſter being alſo Chamberlain.*

Leaſe of tap-houſe and uſe of drinking rooms. **This Indenture**, &c. **Between** *R. H.* of, *&c.* innkeeper, of the one part, and *W. W.* of the ſame place, yeoman, of the other part. **Whereas** the ſaid *R. H.* has agreed to let the tap of ſaid inn to the ſaid *W. W.* **Now this Indenture witneſſeth**, That the ſaid *R. H.* in conſideration of the rent or annual ſum of money hereafter mentioned to be paid by the ſaid *W. W.* and of the covenants, conditions and agreements on the part and behalf of the ſaid *W. W.* to be done, kept and performed, **Doth** grant, ſet and to farm let, unto the ſaid *W. W.* the uſe of the tap-houſe and all other drinking-rooms of, in and belonging to the inn of the ſaid *R. H.* commonly called, *&c.* in, *&c.* for the vending and ſelling of all ſorts of liquors, tobacco, bread, cheeſe and butter, but no other ſort of victuals whatſoever; nor is the ſaid *W. W.* his executors, *&c.* to ſell any bread, cheeſe, or butter in the kitchen or dining-room of the ſaid inn; nor is he or they to ſell any coffee, tea or chocolate in any part of the ſaid inn, but the ſaid *R. H.* his executors, adminiſtrators or aſſigns only ſhall be at liberty to ſell the ſame: **To hold** the ſaid tap-houſe and drinking rooms for the uſes aforeſaid, unto the ſaid *W. W.* his executors, *&c.* at the will of both parties, at and under the yearly rent hereafter mentioned. **Provided nevertheleſs**, That if the ſaid *W. W.* his executors or adminiſtrators be minded to quit the ſaid premiſes at any time, or if the ſaid *R. H.* his executors, adminiſtrators or aſſigns, be minded that he ſhall quit the ſame as aforeſaid, then and in either of the ſaid caſes a quarter's warning ſhall be given in writing by the party who is ſo minded that the ſaid premiſes ſhall be quitted as aforeſaid; **Alſo** that the ſaid *W. W.* in conſideration of the ſaid *R. H.*'s letting to him the ſaid premiſes for the uſes aforeſaid, does hereby for himſelf, his executors, or adminiſtrators, covenant, promiſe and agree to pay to the ſaid *R. H.* his executors, adminiſtrators or aſſigns, the yearly rent of ninety pounds of, *&c.* the ſame to be made by quarterly payments, to wit, twenty-two pounds ten ſhillings on the fourth of March; twenty-two pounds ten ſhillings on the fourth of June; twenty-two pounds ten ſhillings on the fourth of September; and twenty-two pounds ten ſhillings on the fourth of December, yearly or within one week after any of the ſaid days; the firſt payment to be made on the fourth day of March next enſuing the date hereof; **Alſo** the ſaid *R. H.* doth covenant and agree for himſelf, *&c.* that he the ſaid *R. H.* his *&c.* ſhall and will find and provide a dinner every day for the ſaid *W. W.* and his wife during the continuance of the ſaid *W. W.* as tenant or farmer of the tap as aforeſaid, and ſhall find, provide and give to the ſaid *W. W.* half a chaldron of coals yearly and every year, in conſideration of hot coals to be taken out of the tap-houſe (by the ſaid *W. W.* ſo long as he ſhall continue to be chamberlain in the ſaid inn, or by any other perſon who ſhall be chamberlain during the continuance of his being tapſter or farmer of the ſaid tap as aforeſaid) as neceſſity ſhall require: **And** the ſaid *W. W.* doth hereby for himſelf, *&c.* covenant and agree to and with the ſaid *R. H.* his, *&c.* that he the ſaid *W. W.* ſhall and will take and buy all ſuch common beer from the ſtore-cellar of the brewer who now ſerves and has lately ſerved the ſaid *R. H.* or of ſuch other brewer as the ſaid *R. H.* his, *&c.* ſhall appoint in no leſs quantity than four butts, nor in any greater quantity than eight butts; and ſhall likewiſe buy his brandy and rum of Mr. *H.* as long as he uſes him well; and ſhall find and provide all the coals (except thoſe before mentioned) and candles, which ſhall be uſed in all the drinking-rooms of the ſaid inn, unleſs thoſe to be uſed in the kitchen and bar, which the ſaid *R. H.* ſhall find; and that he the ſaid *W. W.* ſhall keep the drinking-rooms clean, and lay the table-cloth, clean the knives, and attend the table of the ſaid *R. H.* or find a proper perſon to do the ſame, and ſhall find knives, forks, plates, table-linen, and other uſual utenſils to be uſed in the tap-houſe, and ſhall not take any thing out of the kitchen or bar without the leave of the ſaid *R. H.* or whoſoever elſe he ſhall appoint, and ſhall leave the tap-houſe goods belonging to the ſaid *R. H.* in the ſame condition as they now are, moderate wear excepted; and that whenſoever the ſaid *R. H.* ſhall be mindful to make the preſent tap-houſe into a coach-houſe or other place of conveniency, and to make any other drinking-room into a tap-houſe, he ſhall be at liberty ſo to do; and that whenſoever the ſaid *W. W.* quits the tap, the ſaid *R. H.* ſhall not be obliged to take any liquors but ſuch as are good and vendible; and that the ſaid *W. W.* ſhall pay for and renew, as often as requiſite, the wine and beer licences; and the ſaid *R. H.* agrees that he will deduct ſo much as ſhall be paid for them out of the next rent which ſhall be due: **And whereas** the ſaid *R. H.* agrees that the ſaid *W. W.* ſhall likewiſe continue and be chamberlain of the ſaid inn, and for that purpoſe

What to be ſold by the tenant, or not.

Warning.

Covenant to pay the rent at ſeveral payments.

Landlord to find the tenant and wife a dinner every day, and find half a chaldron of coals *per annum* for the uſe of the chamberlain.

Where the tapſter is to buy his common beer, and in what quantity; and his brandy and rum.

To find coals and candles in the drinking rooms.

Cleaning rooms, *&c.*

Attending table.

Finding utenſils in the tap-houſe, *&c.*

Liberty to change the tap-houſe.

Quitting premiſes.

Renewing licences.

The tapſter likewiſe to be chamberlain.

purpoſe the ſaid *R. H.* has delivered to him forty pair of ſheets, forty-five pillow caſes, thirty-ſix napkins and four caps, eighteen towels, twelve pewter chamber-pots, ſix earthen ones, and twelve baſons; the receipt whereof the ſaid *W. W.* hereby acknowledges. **And this Indenture further witneſſeth**, that the ſaid *W. W.* for himſelf, *&c.* does covenant and agree that he will render to the ſaid *R. H.* a juſt and true account of the ſame, whenſoever and as often as he ſhall be thereto required; and ſhall find and provide bruſhes, brooms and mops, and keep the lodging rooms, beds and galleries clean, and find candles to all the lodging rooms, or find a proper perſon to do the ſame, and ſhall not refuſe any perſon a lodging who is able and willing to pay ſix-pence a night for a bed, without the ſaid *R. H.*'s conſent, nor ſhall admit of any lodger under ſix-pence a night without the ſaid *R. H.*'s conſent; and if ſuch lodger chuſes clean ſheets, then he ſhall pay one ſhilling for the firſt night, and ſix-pence for every night afterwards, ſo long as he or ſhe continues in ſuch lodging; and the ſaid *W. W.* ſhall bring in an account to the ſaid *R. H.* every morning at nine o'clock, of every lodger in the ſaid inn, and ſhall account for and pay to the ſaid *R. H.* the money received for lodging every Monday morning; and that if the ſaid *W. W.* ſhall conceal a lodger, he ſhall forfeit and pay to the ſaid *R. H.* for the firſt offence one guinea, for the ſecond offence two guineas, and ſo on a guinea more for every further offence, and ſhall not demand any money for wages for being chamberlain; and if the ſaid *W. W.* has a mind to leave off being chamberlain, or the ſaid *R. H.* ſhall deſire to quit him from being chamberlain, then either party ſhall be at liberty ſo to do upon giving the other a month's warning in writing. **And** the ſaid *R. H.* does agree to allow the ſaid *W. W.* to have the profits of ſelling and finding faggots and bruſhes, and of getting gentlemen's linen waſhed, and will find the man who the ſaid *W. W.* ſhall find to officiate as chamberlain, breakfaſt, dinner and lodging. **In Witneſs**, &c.

Linen delivered him.
Covenant to account for the ſame.
What chamberlain is to find.
Who to lodge.
Time of accounting.
Forfeitures for concealing lodgers.
Wages.
Warning.
Profits of the chamberlain.
Allowance to his man.

*(Wood.)*

## *An Agreement for a Pilot to guide a Ship.*

**Agreed** the, *&c.* **Between** *Benjamin Cook*, of, *&c.* of the one part, and *Samuel Gardner*, of, *&c.* part-owner of the good ſhip or veſſel called the How, burthen about ——— tons, now at, *&c.* and bound out a voyage to ——— and back to ——— of the other part, as follows.

**THE** ſaid *B. C.* for the conſiderations here under mentioned, doth covenant, promiſe and agree, to and with the ſaid *S. G.* his executors, adminiſtrators and aſſigns by theſe preſents, that he the ſaid *B. C.* upon the firſt notice or requeſt to him in that behalf made or given by the ſaid *S. G.* after the date hereof ſhall and will go to W. and there go on board the ſaid ſhip H. and ſhall and will continue and ſail on board the ſaid ſhip during the ſaid intended voyage, and until her return and arrival at ——— as aforeſaid; and that when the ſaid ſhip ſhall be in the latitude of ——— degrees northwards, he ſhall and will take upon him the care of and will navigate the ſame as pilot thereof directly to A. as aforeſaid, and from thence back again in her homeward voyage to the ſame latitude of ——— degrees, according to the beſt and utmoſt of his ſkill and knowledge; **And** that he the ſaid *B. C.* is well ſkilled, and underſtands the ſaid courſe of navigation to and from H. as aforeſaid; **In conſideration** whereof, and of the ſervice to be performed as aforeſaid, the ſaid *S. G.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *B. C.* his executors, adminiſtrators and aſſigns, as follows, (that is to ſay that he the ſaid *G. H.* his executors, adminiſtrators or aſſigns, ſhall and will truly pay, or cauſe to be paid unto the ſaid *C. D.* his executors or aſſigns, at and after the rate of ——— of lawful, *&c. per* month, for every month that the ſaid ſhip ſhall be out upon the ſaid intended voyage, and until her arrival at L. as aforeſaid, and proportionably for a leſſer time than a month; the ſame to begin and commence from the time of his entrance on board the ſaid ſhip as aforeſaid; and that he the ſaid *S. G.* ſhall and will bear and pay the ſaid *B. C.*'s travelling charges to W. and of the carriage by land of his cloaths and neceſſaries for the ſaid voyage. *(Mutual penalties may be added.)* **In witneſs**, &c.

## *An Agreement on giving a Bond and Judgment, for ſecuring the Payment of an Annuity, to ſecure the ſame Annuity on Lands, and then the Bond and Judgment to be void.*

**Articles**, *&c.* **Between** *C. L.* of, *&c.* and *M. M.* of, *&c.*

**WHEREAS** the ſaid *C. L. &c.* for and in conſideration of the ſum of, *&c.* to him the ſaid *C. L.* by the ſaid *M. M.* in hand, *&c.* by his bond bearing even date with theſe preſents, became bound to the ſaid *M. M.* in the penal ſum of, *&c.* conditioned for the clear yearly payment of, *&c.* during the natural life of the ſaid *C. L.* to the ſaid *M. M.* his, *&c.* at, *&c.* without any abatement for, *&c.* the firſt payment, *&c.* as alſo for the performance of the covenants, payments and agreements in theſe preſents mentioned and contained: **And whereas** the ſaid *C. L.* for the better ſecuring the payments of the ſaid yearly ſum of, *&c.* aforeſaid, hath on the day of the date hereof given a warrant of attorney for acknowledging of a judgment to the ſaid *M. M.* in his Majeſty's Court of Common Pleas for the ſaid ſums of, *&c.* as by the ſame, relation being thereunto had, may more fully appear: **Now it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, and the ſaid *C. L.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *M. M.* his, *&c.* for the conſideration aforeſaid, that if the ſaid *M. M.* do and ſhall at any time within one month next after the death of, *&c.* pay unto the ſaid *C. D.* or his aſſigns, the further ſum of, *&c.* which ſaid ſum of, *&c.* he the ſaid *C. L.* doth hereby agree to and with the ſaid *M. M.* his, *&c.* to receive and accept upon the offer or tender thereof by the ſaid *M. M.* then he the ſaid *C. L.* ſhall and will by good and ſufficient conveyance or other aſſurance in the law, to the good liking and approbation of the ſaid *M. M.* convey and ſettle and aſſure unto the ſaid *M. M.* and his aſſigns, to the uſe of the ſaid *M. M.* and his aſſigns, one annuity or yearly rent charge of, *&c.* to be iſſuing and going out of certain lands, meſſuage and tenements of him the ſaid *C. L.* ſituate, lying and being within the

Conſideration.
Recital of a bond for the payment of 1000*l. per ann.* during the grantor's life, and a judgment for the ſame.
The grantor covenants upon payment of 100l. more within one month after, *&c.* that he will aſſure the ſaid annuity to be iſſuing out of certain lands of 200l. *per ann.*
To hold the ſaid annuity for the life of the grantee without

any abatement for taxes. Agreement that after the ſettlement made upon the lands *ut ſupra*, all ſubſequent payments on the bond ſhall ceaſe, and until default ſhall happen in payment, no proceedings

ſhall be upon the bond or judgment.

the kingdom of England, of the clear yearly value of, *&c. per annum*, free from all incumbrances whatſoever: **To have, hold,** receive, take and enjoy the ſaid annuity or clear yearly rent charge of one hundred pounds to the ſaid *M. M.* and his aſſigns, for and during the term of the natural life of him the ſaid *M. M.* payable quarterly at the four, *&c.* by even and equal proportions, without making any abatement for taxes, charges or aſſeſſments, impoſed or to be impoſed by act of parliament or otherwiſe howſoever; the firſt payment thereof to begin and to be made at ſuch of the ſaid feaſts as ſhall firſt happen next and immediately after the death of the ſaid, *&c.* and the ſaid *C. L.* for himſelf, his, *&c.* doth covenant, *&c. (Nomine pœnæ, power to enter and diſtrain, and covenant to pay without abatements.* See Tit. **Grants.)** **And laſtly,** it is agreed by, *&c.* that he the ſaid *C. L.* making ſuch ſettlement for the ſame payment of the ſaid one hundred pounds *per annum* to the ſaid *M. M.* as aforeſaid, all ſubſequent payments on the ſaid bond for the ſame ſhall ceaſe and not otherwiſe, and until default ſhall happen in payment thereof, no execution or other proceſs ſhall be taken forth on the ſaid bond or judgment againſt the perſon, lands, tenements, goods or chattels of the ſaid *C. L.* but if default ſhall happen to be made in all or any the payments contrary to the days and times herein before limited, then the ſaid *M. M.* his, *&c.* ſhall and may be at liberty to take forth any execution or proceſs upon the ſaid bond and judgment, or either of them, againſt the ſaid *C. L.* his lands and tenements, goods and chattels. **In Witneſs,** *&c.*

*(Wood.)*

## *Agreement between a Maſter and a Journeyman or hired Servant.*

**Articles of Agreement** indented, *&c.* **Between** *William Say* of the one part, and *William May* of the other part, as follows, (that is to ſay),

Covenant to ſerve,

THE ſaid *William May*, for the conſideration hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *William Say*, his executors, adminiſtrators and aſſigns, by theſe preſents, in manner following, (that is to ſay,) that he the ſaid *William May* ſhall and will become ſervant unto and diligently ſerve, abide and continue with the ſaid *William Say*, his executors, adminiſtrators and aſſigns, from the date of theſe preſents, for and during and unto the full end and term of ——— years now next enſuing, as his and their covenant ſervant, and diligently and faithfully, according to the beſt and utmoſt of his power, ſkill and knowledge, exerciſe and employ himſelf in, and ſhall and will during the ſaid term do and perform all ſuch ſervice and buſineſs whatſoever, as well relating to the trade aforeſaid which the ſaid *William Say* now uſeth, as in and about any other buſineſs, matter and thing whatſoever, as the ſaid *William Say* ſhall from time to time order, direct and appoint, to and for the moſt profit and advantage of the ſaid *William Say* that he can; **And** ſhall and will keep the ſecrets of the ſaid *William Say* relating to the ſaid trade and buſineſs; and likewiſe be juſt, true and faithful to the ſaid *William Say* in all matters and things, and no ways wrongfully detain, imbezil or purloin any monies, goods or things whatſoever belonging to the ſaid *William Say*, and alſo ſhall and will keep juſt, true and faithful accounts in the books of the ſaid *William Say* of all the goods bought and ſold, monies received and paid, and of all other things whatſoever relating to the buſineſs of the ſaid *William Say* as ſhall come to be committed to his care, management or diſpoſal; and from time to time pay all monies which he ſhall receive of or belonging to or by the order of the ſaid *W. S.* into his hands, and make and give up true and fair accounts of all his actings and doings whatſoever in his ſaid employment, without fraud or delay, when and as often as he ſhall be thereto required. **And in conſideration** of the premiſes, and of the ſeveral matters and things by the ſaid *William May* to be performed as aforeſaid, the ſaid *William Say* doth for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *William May* by theſe preſents, that he the ſaid *William Say* his executors and adminiſtrators, ſhall and will find and provide unto and and for the ſaid *William May* in his dwelling-houſe, meat, drink, waſhing and lodging; and alſo well and truly pay or cauſe to be paid unto the ſaid *William May* his executors or aſſigns, the ſum or ſalary of ——— pounds *per annum* of lawful, *&c.* for the firſt ——— years, *&c.* by equal quarterly payments; and ſhall and will allow the ſaid *William May* ſuch reaſonable expences in and about the buſineſs aforeſaid, as he the ſaid *William Say* ſhall think fit: **And** the ſaid parties do mutually covenant and agree to and with the other, that if the ſaid *William Say* ſhall not be willing to continue the ſaid *William May* in his ſervice after the expiration of the ſaid ——— years, or if the ſaid *William May* ſhall not be willing to ſerve and continue with the ſaid *William Say* after the expiration of the ſaid ——— years, in either of the ſaid caſes the ſaid parties ſhall and will give ——— months notice of ſuch their minds and intention before the expiration of the ſaid term. *(Penalties may be added.)* **In witneſs,,** &c.

and keep ſecrets, and be juſt, *&c.*

and keep accounts, and render account.

Covenant to find meat, drink, *&c.* and to pay wages.

Covenant for each to give warning on parting.

*(Newnam.)*

## *Agreement for building Houſes to make a new Street in London, purſuant to Act of Parliament.*

**Articles,** *&c.* **Between** *A. B.* of, *&c.* and *C. D.* of, *&c.*

Undertaking to build on certain ground.

WHEREAS the ſaid *C. D.* hath undertaken to build on a certain piece or parcel of ground, ſituate in a new ſtreet deſigned to be built by the ſaid *A. B.* and to be called A. ſtreet, parcel of the ground belonging to a houſe called, *&c. viz.* in and upon all the piece or parcel of ground, lying on the eaſt ſide of A. ſtreet, containing thirty-two feet in front to the ſaid ſtreet, and in depth weſt to eaſt fifty feet of aſſize more or leſs, and abuts weſt on the ſaid ſtreet, north on ground demiſed by the ſaid A. ſouth on other ground of the ſaid A. and eaſt on ſtreet intended to be built, *&c.* **Now** it is covenanted, *&c.* by and between, *&c.* in, *&c. viz.* **Firſt** the ſaid *C. D.* with the ſaid *A. B. &c.* that he the ſaid *C. D. &c.* ſhall and will at his and their own proper coſt, *&c.* build, *&c.* ſo much building on the ſaid piece or parcel of ground, ſituate in a new ſtreet, as ſhall take up in a continued building the whole front of the ſaid ground next A. ſtreet aforeſaid, and in depth to contain not leſs than thirty feet in building, with ſuch proportions of brick, and ſuch ſcantlings of timber, heights and number of ſtories as hereafter is limited and appointed, *viz.* the

Covenant to build at his own charge.

Proportions and ſcantlings.

*viz.* the cellars and all other ſtories of the ſaid buildings, to be of ſuch heights as is ſet forth for the ſecond rate of buildings in a late Act of Parliament for rebuilding the city of London, the fore fronts and back fronts to be two bricks and a half thick to the top of the cellar floor; the firſt and ſecond ſtories to be two bricks in thickneſs, the third ſtory above ground to be one brick and a half in thickneſs, and the garrets one brick in thickneſs, the partition walls between houſe and houſe to be two bricks in thickneſs at the leaſt, to the top of the cellar ſtories, and from thence to the garret floor to be one brick and a half in thickneſs at the leaſt, and above the garret floors one brick in thickneſs, the brick work in the fore fronts to be wrought with ſtock bricks not rubbed, the ſtraight arches in the front to be a brick and a half, and to rub the bricks round the jambs of the window in the brick work of the fore fronts, and to work a faſia at every ſtory of each houſe in the front with O. G. at the foot of it; that the ſaid brick ſhall be a good, ſufficient well-burnt brick, and the mortar well wrought and tempered, and made of good lime and ſand, or ſuch other ſtuff as the ſaid *A. B.* or his ſurveyors ſhall appoint; that there ſhall be a balcony of wood or iron to the front of every houſe which ſhall not project more or leſs than three feet and a half beyond the upright of the ſaid houſes, with chantiliver cornice all along the ſaid front to A. ſtreet, according to a model thereof to be ſigned by the ſaid *A. B.* or his ſurveyors on the behalf the ſaid *A. B.* which cantiliver cornice ſhall be kneeled as the ſaid *A. B.* or his ſurveyor ſhall appoint; that there ſhall be, *&c. (deſcribing the particulars.)* And that no timber be laid within twelve inches of the foreſides of the chimney jambs, and that all joices on the back of any chimney be with timber at ſix inches diſtance from the back, and that no ſummers or girders ſhall lie over the heads of any doors or windows, and that all the ends of timber that lie in the walls ſhall be laid in loom, that all mantle trees ſhall be of oak timber, and not leſs than ſeven and nine inches; that the taſſels ſhall be of oak three inches thick, and to reach within four inches of the back of the chimney, *&c.* And the ſaid *&c.* that he, *&c.* ſhall and will allow and pay unto ſuch perſon or perſons as ſhall build any party-walls, one moiety of all ſuch charges as he ſhall lay out and expend in making the ſame; And ſhall and will pay to the ſaid, *&c.* ſo much in proportion according as the ſaid front ſhall amount unto for making the eommon ſewer in A. ſtreet, within three months after the ſame ſhall be made; the charges to be aſcertained by *L.*'s ſurveyor; And alſo ſhall and will make drains for the ſaid houſe or houſes into the ſaid ſewer, and that no houſe of office ſhall have iſſue into the ſame: And alſo ſhall level and pave the ſaid ſtreet, ſo far as to the middle of the ſame, all along ſo far as the ſaid front extends, as by the ſaid ſurveyor ſhall be ſet out, and ſhall pave all along the ſaid ground four feet in depth, from the upright of the ſaid walls of the ſaid building, with purbeck or ſwindon ſtone, deſcending from one inch at leaſt, from the wall, and ſet up oaken poſts of ſeven inches ſquare and three feet and a half above the ground, twelve feet each from the other, all along before the ſaid ground in the ſtreet at five feet diſtance from the upright of the ſaid wall; And make kennels all along the ſaid ſtreet, next the ſaid poſts, and cauſe all the rubbiſh, *&c.* And the ſaid *C. D.* doth, *&c.* that if the ſaid *C. D.* his, *&c.* ſhall do any act or thing, relating to the ſaid buildings contrary to the tenor and intent of the ſaid articles and agreements, and the ſame ſhall be ſo adjudged by the commiſſioners appointed by his Lordſhip, that then after notice given to the ſaid *C. D. &c.* by the ſurveyor of the ſaid Earl, *&c.* or any perſon lawfully authorized by him or them, he the ſaid *C. D. &c.* ſhall and will pay unto the ſaid Earl, *&c.* ten ſhillings a week, for every week the ſame continues unreformed. And if any difference ſhall ariſe between him the ſaid *C. D. &c.* and any other tenants of the ſaid Earl, touching any party-wall or otherwiſe concerning the premiſes, that the ſaid *C. D.* ſhall and will refer the ſame, and ſtand to the award and arbitriment of the ſaid Earl, concerning the ſame; and likewiſe ſhall and will permit and ſuffer the ſaid Earl, his, *&c.* and his and their aſſigns, officers and ſervants, with workmen or others, at convenient times in the day-time, to enter and come into and upon the premiſes, to view, ſearch and ſee whether the premiſes aforementioned do proceed and be finiſhed according to the agreement before in theſe preſents contained; And alſo that the ſaid houſes ſhall be well and ſufficiently glazed, tiled and plaiſtered, and in all things well and completely finiſhed with brick, carpenters, plaiſterers, ſmiths, glaziers, plumbers and painters work, and in all things made fit for habitation and dwelling, whether herein mentioned or omitted, or not rightly mentioned, at or before, *&c.* And that the ſaid Earl after the ſame time, in caſe one half of the ſaid building be not built, ſhall have power to enter and wholly avoid this preſent contract: And the ſaid Earl, *&c.* doth covenant, declare and appoint that the firſt builder ſhall have full power to ſet the one half of any party-wall or fence-wall, or any party-rafter or party-gutter, upon the ground or building of the next builder, and that the next builder ſhall pay to him the moiety or half-charge of all and every ſuch party-walls, fence-walls, or party-rafter, or party-gutter, according to the true value thereof, ſo ſoon as the ſame ſhall be made uſe of; And the ſaid Earl, *&c.* doth covenant, *&c.* that he the ſaid Earl, *&c.* ſhall and will on or before, *&c.* take off and clear all buildings whatſoever, ſo as the ſeveral ſtreets in a certain model of the ground belonging to A. houſe ſhall be cleared and ſet out according to the dimenſions therein expreſſed, except in the croſs-ſtreet called H. ſtreet, which ſhall be cleared and done on or before, *&c.* And alſo that he the ſaid Earl, *&c.* ſhall and will, in all places in the ſaid ground in his own hands or occupation, bear all ſuch charges of paving, levelling, making of ſewers, or otherwiſe make and do the ſame according to his proportion in the ſame, as in theſe preſents are, *&c.* on the part and behalf of the ſaid *C. D. &c.* and alſo that he the ſaid Earl ſhall and will, at or before Michaelmas now next enſuing, take in and wall, with a good and ſufficient wall, forty feet of the ſoil of the river of Thames, and make commodious and good ſtairs down to the ſaid river at the ſouth end of A. ſtreet and S. ſtreet. And laſtly, the ſaid Earl for, *&c.* that he, *&c.* ſhall and will, within a month after the firſt floor above ground of the ſaid building ſhall be built, upon notice to him or them given, make unto the ſaid *C. D. &c.* one or more good and ſufficient leaſe or leaſes in law, with convenient covenants of all and ſingular the ſaid parcel of ground hereby mentioned to be built, for and during, *&c.* rendering a pepper-corn for the firſt year, and ten pounds *per annum* payable by equal portions half-yearly for the laſt forty years. In witneſs, *&c.*

*(Wood.)*

Thickneſs of the walls.

Brick well burnt.
Balcony.

No timber to be near the chimnies.

Builder to allow for party walls and for common ſewers.

Drains.
Level and pave the ſtreet.

Poſts in the ſtreet.

Kennels.
Things done contrary to agreement to be determined by commiſſioners.

Differences between tenants to be awarded by the landlord.
Liberty to ſee how the work goes on.
The premiſes to be made fit for habitation before ſuch a day.
In what caſe this contract to be void.
Firſt builder to ſet a party-wall.

The landlord to take off all buildings.

The landlord to bear all charges of paving his own ground.
Wall at the river ſtairs.
Landlord to make leaſes, rendering a pepper-corn for the firſt year, and ten pounds yearly the other forty years.

*An Agreement for ending and concluding all Matters of Accounts and Differences in a Cauſe in Chancery, with Covenants for Payment of Money, ſealing of Leaſes, and vacating a Recognizance given to abide by the Accounts to be taken by a Maſter.*

**Agreed, &c. Between** *W. W.* of, &c. and *E.* his wife, of the one part, and the Right Honourable Major-General *T. M.* and the Right Noble *J.* Ducheſs Dowager of *N.* his wife, and *C. M.* of, &c. Eſquire, the only acting executor of the moſt noble *H.* Duke of *N.* deceaſed, of the other part.

Recital of a ſuit. **WHEREAS** there was heretofore a ſuit depending between the ſaid *W. W.* party to theſe preſents, and *E.* his wife, and *P. V.* Merchant, complainants, againſt the ſaid *H.* late Duke of N. deceaſed, and others, defendants; and which ſuit hath been ſince revived, and is now depending againſt the ſaid *C. M.* as executor of the ſaid Duke, and others, defendants: **And whereas** the ſaid late Duke in his life-time, together with *S. F.* Eſquire, and *L. C.* entered into a recognizance to the ſaid Court of Chancery, in the penal ſum of two thouſand pounds, conditioned to abide the event of the account to be taken in the ſaid cauſe, and to anſwer what ſhould appear to be due thereon: **And whereas** the accompt was taken by Sir *S. C.* Knight, late one of the Maſters of the ſaid Court, until and for Lady-day, 1760, and the balance thereof paid and ſatisfied unto the ſaid *W. W.* by the ſaid *T. M. Jane* Ducheſs Dowager of N. his wife, and *C. M.* **Now** for a final end and concluſion of other matters of accounts, diſputes and differences in the ſaid cauſe depending, **It is covenanted**, concluded and finally agreed by and between the ſaid parties to theſe preſents, in manner and form following; **And** the ſaid *W. W.* and *E.* his wife, for and in conſideration of the ſum of one hundred pounds to them in hand paid by the ſaid *C. M.* the receipt, &c. and alſo in conſideration of the further ſum of five hundred pounds agreed to be paid to the ſaid *W. W.* and *E.* his wife, their, &c. in ſuch manner as is hereafter mentioned, he the ſaid *W. W.* doth for himſelf, and *E.* his wife, their, &c. covenant, &c. to and with the ſaid *T. M.* and *C. M.* that upon payment of the ſaid five hundred pounds, according to the true intent and meaning of theſe preſents, they or their, &c. ſhall and will ſeal and execute unto the ſaid *T. M. J.* Ducheſs Dowager of N. a general releaſe of all matters in difference in the ſaid ſuit, or otherwiſe, as Counſel ſhall adviſe; and alſo ſhall and will deliver, or cauſe and procure to be delivered up to them the ſaid *T. M. J.* Ducheſs Dowager of N. his wife, and *C. M.* one indenture of leaſe made by the ſaid *H.* late Duke of N. and others unto *M. T.* Eſquire, deceaſed, of the term of twenty-one years of certain fen-lands in the Iſle of E. to be cancelled; **And** ſhall alſo at the coſts and charges of the ſaid *T. M.* cauſe the ſaid recognizance to be vacated upon record; and do hereby conſent and agree that the ſame ſhall be vacated and made void accordingly; **And the ſaid** *W. W.* for him and his, their, &c. doth covenant, &c. to and with the ſaid *C. M.* his, &c. by theſe preſents, That the ſaid *W. W.* nor *E.* his wife, their, &c. nor any other or others, by his or their aſſent, conſent, means, privity or procurement, ſhall or will, at any time hereafter, arreſt, moleſt or trouble, or wittingly or willingly permit or ſuffer to be arreſted, moleſted or troubled the ſaid *C. M.* his, &c. or any of them, upon, for or by reaſon of the ſaid recognizance and ſum of two thouſand pounds therein contained, or any part or parcel thereof, nor ſue nor take forth, nor permit, or ſuffer to be ſued or taken forth, any proceſs or execution upon or by reaſon of the ſaid recognizance againſt the ſaid *C. M.* his, &c. or any of them, nor ſhall at any time hereafter, by any colour or means whatſoever, levy the debt, or any part thereof, of or upon the lands, tenements, goods or chattels of the ſaid *C. M.* or which he may be anſwerable or accountable for, as executor of the ſaid Duke. **Provided always** that the ſaid *W. W.* and *E.* his wife, their, &c. ſhall and may be at his or their liberty to ſue the ſame recognizance againſt the real eſtate of the ſaid late Duke, or againſt the ſaid *S. F.* and *L. C.* their, &c. in caſe default be made in payment of the ſaid five hundred pounds, at the times herein after mentioned, as though theſe preſents had not been made; **And the ſaid** *W. W.* for the conſiderations aforeſaid, doth releaſe to the ſaid *C. M.* the recognizance and all ſuits, debts, duties and demands whatſoever, as well in law as equity, which he hath againſt the ſaid *C. M.* either in his own right, or as executor of the ſaid Duke of N. or otherwiſe howſoever; **And the ſaid** *T. M.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *W. W.* his, &c. by theſe preſents, that he the ſaid *T. M.* his, &c. ſome or one of them, ſhall and will pay or cauſe to be paid unto the ſaid *W. W.* and his wife, their, &c. the ſum of one hundred pounds, part of the ſaid five hundred pounds, on the, &c. one hundred pounds more on, &c. and the further ſum of three hundred pounds reſidue, and in full payment thereof, on, &c. **Provided always**, and it is agreed by and between all the ſaid parties to theſe preſents, that the decree made in the ſaid cauſe in the ſaid Court of Chancery, and the recognizance before mentioned, as againſt all parties thereunto, or perſons therein concerned, except the ſaid *C. M.* ſhall remain, ſtand and be as a further ſecurity unto the ſaid *W. W.* and his wife, for the ſecuring the payment of the ſaid five hundred pounds in manner as aforeſaid. **In witneſs**, &c.

Recognizance.

Account taken.

Covenants to end diſputes and differences.

Releaſe.

*(Morgan.)*

*An Agreement whereby Cheeſemongers appoint an Agent to look after and prevent Impoſitions in Country Traders in the weighing and packing up Butter.*

**Articles of Agreement** indented, had, made, concluded and mutually agreed upon this ——— day of, &c. **Between** the ſeveral perſons whoſe names are hereunder ſubſcribed, and ſeals affixed, (traders in butter and cheeſe in the cities of London and Weſtminſter and places adjacent) of the one part, and *S. S.* citizen and tallow-chandler, of London, of the other part, in manner following, *(viz.)*

Recitals. Frauds in the weight and **WHEREAS** ſeveral abuſes and frauds have been heretofore, and yet are continued to be committed in the weight or falſe packing of butter by ſeveral perſons in the counties of Derby and Stafford, and elſewhere, in breach and contempt of a ſtatute made in the fourteenth year of the reign of King

King *Charles* the Second, intitled *An act for reforming of abuſes committed in the weight and falſe packing of butter*; And although there are ſufficient penalties provided in the ſaid ſtatute for puniſhing the ſaid abuſes, yet for want of due encouragement to put the ſame in execution, the ſaid abuſes remain unreformed, to the great detriment of the publick: Now theſe Preſents witneſs, That to the end and intent the ſame abuſes in the ſaid counties of Derby and Stafford may, as far as can or may, be rectified and reformed, and that all offenders therein may be effectually proſecuted upon the ſaid ſtatute, they the ſaid ſeveral perſons whoſe names are hereunto ſubſcribed, and ſeals affixed, (being dealers in potted butter as aforeſaid) do, and each and every of them do and doth, ſeverally and reſpectively and not jointly, covenant, promiſe and agree to and with the ſaid *S. S.* by theſe preſents, in manner as follows, (that is to ſay) They the ſaid ſeveral perſons ſubſcribing and executing of theſe preſents, do hereby, as much as in them lies, fully and abſolutely authorize and impower the ſaid *S. S.* and his aſſigns, to buy and purchaſe in the ſaid counties of Derby and Stafford, or one of them, or elſewhere, as many pots, for the putting in, and potting and packing of butter, as he or they ſhall think fit, and as ſhall be neceſſary for that purpoſe, the ſame to be at the prices and ſized and marked as follows, *(viz.)* not to exceed four ſhillings *per* dozen for ſuch pots as ſhall be glazed, and not to exceed three ſhillings *per* dozen for ſuch pots as ſhall be unglazed; And that every ſuch pot ſhall be of ſuch ſize or bigneſs as to hold at leaſt twenty pounds of butter; And that each ſuch pot, beſides the mark directed by the ſaid ſtatute) ſhall be marked and tared with the letters *S. S.*—— (being the firſt letter of the Chriſtian and ſurname of the ſaid *S. S.* and alſo with the weight of the ſaid pot; And that he the ſaid *S. S.* ſhall and may deliver, or cauſe to be delivered, to the farmers and other perſons who ſhall make, vend, trade in or ſell butter in the counties aforeſaid, the ſaid butter pots, at the price, ſize, and ſo marked as aforeſaid; And they the ſaid ſeveral perſons executing theſe preſents, do hereby appoint the ſaid *S. S.* their ſole agent for the purpoſes aforeſaid, for and during the full term of two whole years, to commence from the —— day of ——: And alſo they do hereby ſeverally and reſpectively requeſt, direct, injoin, and appoint, all and every of their reſpective factors, deputies and agents, not to buy receive, or take from the ſaid farmers, or any other perſon or perſons whomſoever, ſo making, vending, trading and ſelling butter, in the counties aforeſaid, except within —— next after the date hereof, (which time is allowed for making uſe of ſuch pots as are already iſſued out) any other pots packed with butter on their accounts, but ſuch only as ſhall be ſo ſized and marked, and filled with butter in manner aforeſaid; and for which purpoſe they the ſaid factors or agents are hereby deſired and required by the ſaid perſons executing theſe preſents, to enter into articles with the ſaid *S. S.* that they will not receive and take any other pots of butter on their account than only ſuch pots as ſhall be ſo filled, ſized and marked as aforeſaid: And further, That none of them the ſaid hereby ſubſcribing perſons ſhall or will receive any other pots of butter from any perſon or perſons whomſoever in the counties aforeſaid, (except as aforeſaid,) but ſuch only as ſhall be ſo filled, ſized and marked as aforeſaid; And further, That they the ſaid ſeveral perſons executing theſe preſents ſhall and will, during the ſaid term of two years as aforeſaid, allow and pay him the ſaid *S. S.* or his aſſigns, (in conſideration of his trouble in buying of, and having ſuch pots ſo ſized, marked and diſpoſed of to farmers and other perſons, as aforeſaid, and alſo to the intent to enable him to proſecute all or any ſuch perſon ſo offending as aforeſaid, in caſe he ſhall ſo think fit) for every ſuch pot of butter which they reſpectively ſhall receive from the ſaid counties of Derby and Stafford, or either of them, the ſum of one penny for each ſuch pot of butter; the ſame to be paid to the ſaid *S. S.* or his aſſigns, at Aſhburne in the ſaid county of Derby, by the factors of the ſaid ſeveral perſons executing hereof, on the delivery of, or within —— days next after their receipt of every ſuch pot of butter; And in caſe of their or any of their neglect or refuſal ſo to do, then the ſame to be paid to the ſaid *S. S.* by ſuch of the ſaid perſons executing theſe preſents, whoſe factor or agent ſhall have refuſed or neglected to pay the ſame in the country, at the place aforeſaid, at their reſpective houſes in London, and places adjacent. And the ſaid *S. S.* in conſideration of one penny *per* pot of butter, ſo to be paid to him as aforeſaid, doth hereby covenant to and with the ſaid ſeveral perſons executing of theſe preſents, in manner as follows, (that is to ſay) That he the ſaid *S. S.* or ſome perſon on his behalf, (in caſe of any indiſpoſition of his health) ſhall and will take care to furniſh all ſuch farmers, and other perſons making, vending, trading or ſelling butter in the counties aforeſaid, with ſuch pots as aforeſaid; and alſo ſhall take and give an account to the perſons executing of theſe preſents, if at any time ſo required, of all ſuch pots as he ſhall deliver out for the uſe of any of the ſaid ſubſcribers, who ſhall require the ſame: And alſo ſhall and will, to the utmoſt of his power, take care that all ſuch pots ſhall be ſo ſized and marked as aforeſaid, and be according to their juſt and true weight: And further, that he the ſaid *S. S.* ſhall not nor will, at any time during the term aforeſaid, mark or tare any ſuch pot or pots, but ſuch only as are and ſhall be of ſuch dimenſion and ſize as will hold the full quantity of twenty pounds of butter, according to the direction of the ſaid ſtatute, and the true intent and meaning of theſe preſents. And laſtly, They the ſaid parties executing of theſe preſents, for the true performance of the covenants and payments herein before contained, on their part to be paid and performed, do hereby ſeverally bind themſelves unto the ſaid *S. S.* in the penal ſum of —— pounds, of &c. firmly by theſe preſents; and he the ſaid *S. S.* for the true performance of the covenants herein before contained, on his part to be done and performed, doth hereby bind himſelf unto the ſaid perſons executing hereof, in the ſums of —— of like money, firmly by theſe preſents. In witneſs whereof, they the ſaid perſons executing hereof have to that part of theſe preſents which is to be delivered to the ſaid *S. S.* ſet their hands and ſeals, and he the ſaid *S. S.* to the other part thereof hath ſet his hand and ſeal, the day and year firſt above written.

*(Wood.)*

package of butter contrary to the ſtatute.
To prevent ſuch abuſes.
The Cheeſemongers authorize their agent,
to buy butter in certain places,
Prices.
Sizes,
Marks.
Pots may be delivered to farmers.
Agent ſolely appointed for two years.
Their dealers are not to take in any butter not ſo marked, &c.
nor are they themſelves,
Agent's ſalary, &c.
The Agent's duty.
Penalty.

*Between*

*An Agreement between a Maſter and a Servant, wherein a third Perſon covenants for the faithful Service for a certain Number of Years; the Maſter to put away the Servant before the End of the Term, if he ſhall think fit.*

Maſter takes ſervant for years.

A ſecond perſon covenants for the ſervant's fidelity, &c,

THIS Indenture made, &c. Between *A.* of, &c. and *B.* ſon of *C.* late of, &c. of the one part, and *D.* of, &c. of the other part. Whereas the ſaid *D.* hath at the requeſt of the ſaid *A.* taken the ſaid *B.* to dwell with him and be his ſervant for the term of ——— years, upon the terms and agreements following, and not otherwiſe: Now therefore theſe Preſents witneſs, that the ſaid *B.* is willing and contented to ſerve the ſaid *D.* and the ſaid *A.* for himſelf, his executors and adminiſtrators, doth undertake, covenant and agree to and with the ſaid *D.* that for and during the term of ——— years, from, &c. to be accounted and fully to be compleat and ended, if the ſaid *D.* his executors and adminiſtrators, ſhall think fit ſo long to keep and employ him the ſaid *B.* in his or their ſervice and buſineſs, he the ſaid *B.* ſhall continue with and faithfully ſerve the ſaid *D.* his, &c. in all ſuch ſervice whatſoever, as the ſaid *D.* his executors and adminiſtrators, ſhall think fit to employ him in, and to the utmoſt of his power, knowledge and ability, ſhall do and perform all ſuch ſervice and other things whatſoever, as well relating to the trade and buſineſs of the ſaid *D.* as otherwiſe, which the ſaid *D.* his executors and adminiſtrators, ſhall from time to time order and direct, and ſhall keep the ſecrets of the ſaid *D.* his executors and adminiſtrators, and obey all his and their lawful commands, and demean himſelf faithfully towards the ſaid *D.* and all his during the ſaid term, and that he the ſaid *B.* ſhall not waſte, conſume, imbezzle or purloin any of the goods or eſtate of the ſaid *D.* his executors and adminiſtrators, nor do or willingly ſuffer to be done by others, any hurt or damage to him or them, or his or their goods, eſtate, or otherwiſe, but the ſame to his power ſhall hinder: And that he ſhall not abſent himſelf from his ſaid ſervice day or night unlawfully, but in all things as a good and faithful ſervant he ſhall bear and behave himſelf towards the ſaid *D.* his executors and adminiſtrators, and all his during the ſaid term.

The maſter covenants with the ſervant's friend to find victuals, &c.

The maſter may put away the ſervant before the end of the term.

And the ſaid *D.* for himſelf, &c. covenants with the ſaid *A.* that he the ſaid *D.* his, &c. ſhall and will during the ſaid term, or for ſo long time thereof as he or they ſhall think fit to continue the ſaid *B.* in his or their ſervice, find and provide unto and for the ſaid *B.* meat and ſufficient diet, lodging, waſhing, and all other neceſſaries during the ſaid term, wearing apparel excepted. And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that he the ſaid *D.* his executors and adminiſtrators, ſhall and may at any time before the expiration of the ſaid ——— years, if he or they ſhall think fit, put away and diſcharge the ſaid *B.* from his or their ſaid ſervice, and determine the ſame without rendering or being obliged to render or give an account thereof to any perſon or perſons whatſoever, or to find or provide the ſaid *B.* his diet or any other neceſſaries, after ſuch his or their determining the ſervice of the ſaid *B.* as aforeſaid; any thing herein to the contrary notwithſtanding. In witneſs, &c.

## *A general Indenture of Apprenticeſhip, ſuitable to any Trade.*

Apprentice bound to any trade.

THIS Indenture, made the ——— day of ——— in the year of, &c. * Witneſſeth, that *A. C.* ſon of *B. D.* of —— in the county of —— hath of his own free will and accord *(and you may ſay,)* and by and with the conſent of his father, (or other next of kin) teſtified by his ſealing and delivering of theſe preſents) placed and bound himſelf apprentice to *R. J.* of the pariſh of ——— in the county of ——— *(name his trade)* To be taught in the ſaid trade, ſcience or occupation of a ——— which the ſaid *R. J.* now uſes.

The term of years.

Behaviour of the apprentice.

And to live with, continue and ſerve him as an apprentice from the day of the date hereof (or from the ——— day of ——— next coming) unto the full end and term of ſeven years from thence next enſuing and fully to be compleat and ended; During all which ſaid term of ſeven years, the ſaid *A. C.* doth covenant and promiſe to and with the ſaid *R. J.* his executors, adminiſtrators and aſſigns, that he the ſaid *A. C.* ſhall and will well and faithfully ſerve, demean himſelf, and be juſt and true to him the ſaid *R. J.* his executors, adminiſtrators and aſſigns, as his maſter, † and keep his ſecrets, and every where willingly obey all his lawful commands; he ſhall do no hurt or damage to his ſaid maſter in his goods, eſtate or otherwiſe, ‡ nor willingly ſuffer any to be done by others, but ſhall forthwith give notice thereof to his ſaid maſter; he ſhall not (inordinately) imbezzle or waſte the goods of his ſaid maſter, nor lend them without his conſent to any perſon or perſons whatſoever; he ſhall not traffick, or buy or ſell with his own goods or others during the ſaid term, without his maſter's leave; he ſhall not play at cards, dice, or any other unlawful games, *(ſometimes it is ſaid here,* whereby his ſaid maſter may ſuſtain any loſs or damage, without his conſent;) he ſhall not haunt or frequent playhouſes, taverns or alehouſes, except it be about his maſter's buſineſs there to be done; he ſhall not at any time, day or night, depart or abſent himſelf from the ſervice of his ſaid maſter without his leave, But in all things, as a good and faithful apprentice, ſhall and will demean and behave himſelf to his ſaid maſter, and all his, during the ſaid term.

Maſter's duty, viz. to teach his trade,

And for and in conſideration of the ſum of —— of, &c. to him in hand, &c. at, &c. the ſaid *R. J.* the receipt, &c. for himſelf, his, &c. doth covenant, promiſe and agree, to teach and inſtruct his ſaid apprentice, or otherwiſe cauſe him to be well and ſufficiently taught

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* Note; *An indenture of apprenticeſhip uſually begins as above, but may as properly begin thus:* THIS INDENTURE made, &c. BETWEEN *A. C. (the father)* of, &c. and *B. D.* one of the ſons of the ſaid *B. D.* of the one part, and *R. J. (the maſter)* of the other part WITNESSETH, that the ſaid *A. C.* by and with his own conſent, free will and good liking, and by and with the ſaid *B. D.*'s conſent and good liking, teſtified by his being a party to, and ſealing and delivering of theſe preſents, HATH put, &c.

† *Here ſometimes it may be requiſite to ſay,* as well in England as in parts beyond the ſea.

‡ *In ſome old indentures theſe words are inſerted,* to the value of 12 *d.* by the year, or above.

and

and inſtructed in the ſaid trade of a ——— after the beſt way and manner that he can; And ſhall and will alſo find and allow unto his ſaid apprentice meat, drink, waſhing, lodging and apparel, both linen and woollen, and all other neceſſaries in ſickneſs and in health, meet and convenient for ſuch an apprentice during the term aforeſaid; And at the expiration of the ſaid term ſhall and will give to his ſaid apprentice (over and above his then clothing) one new ſuit of apparel, *viz.* coat, waiſtcoat and breeches, hat, ſhoes and ſtockings, with fit and ſuitable linen for ſuch an apprentice. In witneſs, &c.

to find victuals, drink and cloaths.

What ſhall be given to the apprentice at the end of the term.

*(Wood.)*

*For a Merchant's Book-keeper to go beyond Sea.*

**Articles of Agreement** indented, *&c.* **Between** *Samuel May* the elder, of, *&c.* and *Samuel May* the younger, of, *&c.* of the one part, and *John Sone*, ſon of *Henry Sone*, of, *&c.* of the other part, as follows:

THE ſaid *J. S.* for the conſiderations hereunder mentioned, doth covenant, promiſe and agree to and with the ſaid *S. M.* the younger, his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. S.* ſhall and will, when required by the ſaid *S. M.* the elder, go abroad and ſail in and with ſuch ſhip or veſſel as ſhall be provided in that behalf for G. aforeſaid; and immediately upon his arrival there, will enter into the ſervice of and for (and during the term of three years, to be accounted from his arrival at G. aforeſaid, will continue with) the ſaid *S. M.* the younger, and diligently and faithfully, to the utmoſt of his ability, employ himſelf in, and do and perform all ſuch buſineſs and ſervice at G. aforeſaid, or elſewhere, as well, in keeping the books and accounts of the ſaid *S. M.* the younger, or otherwiſe, relating to the trade and buſineſs of a Merchant, which the ſaid *S. M.* the younger now uſeth at G. as he the ſaid *S. M.* the younger ſhall from time to time direct and order; And that he the ſaid *J. S.* ſhall and will from time to time render and give a juſt and true account, and diſcharge himſelf of, for and from all monies, goods, bills, accounts and things whatſoever, which ſhall come into his charge, care or diſpoſition, during the ſaid term, of or belonging to the ſaid *S. M.* the younger, his executors or adminiſtrators, or any other perſon or perſons whomſoever, wherewith he or they ſhall or may be chargeable; and that he will keep the ſecrets of his ſaid maſter in and relating to his trade and buſineſs. In Conſideration whereof, and of the ſervice to be performed by the ſaid *J. S.* as aforeſaid, the ſaid *S. M.* the elder doth for himſelf, his executors and adminiſtrators, for and on the behalf of the ſaid *S. M.* the younger, covenant, promiſe and agree to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, that he the ſaid *S M.* the younger, his executors or aſſigns, ſhall truly pay, or cauſe to be paid, unto the ſaid *J. S.* at G. aforeſaid, for the firſt year of the ſaid term of three years, the ſum or value of ——— pounds ſterling; and for the ſecond year of the ſaid term, the ſum or value of ——— pounds of like money; and for the laſt year of the ſaid term of three years, the ſum or value of ——— pounds of like money, by equal quarterly payments, during the ſaid three years reſpectively; and ſhall alſo at his own charge find and provide unto and for the ſaid *J. S.* meat, drink, waſhing and lodging during the ſaid term; and will likewiſe bear and pay the charge of his paſſage to G. aforeſaid. And it is Provided, declared and agreed, by and between the ſaid parties, that if the ſaid *S. M.* the younger, his executors or adminiſtrators, after the ſaid *J. S.*'s arrival at G. aforeſaid, ſhall find him not capable (or, if the ſaid *J. S.* ſhall not be diligent and faithful in the doing and performing of the ſervice and buſineſs) of keeping the books and accounts of the ſaid *S. M.* the younger, or ſuch other buſineſs wherein he ſhall employ him in his trade and merchandizing, as aforeſaid, that then and in any of the ſaid caſes, the ſaid *S. M.* the younger, his executors or adminiſtrators, after three months notice, or warning, for that purpoſe given to the ſaid *J. S.* ſhall and may diſcharge the ſaid *J. S.* from his ſaid ſervice, he paying him for his ſervice to ſuch the time of his diſcharge, and three pounds for his paſſage to E. And that the ſaid *S. M.* the elder, or *S. M.* the younger, their executors or adminiſtrators, or either or any of them, ſhall not from ſuch the ſaid diſcharge of the ſaid *J. S.* be chargeable to allow, or pay to the ſaid *J. S.* all, or any of the ſaid reſpective yearly ſums aforeſaid, for ſuch time of the ſaid three years, which ſhall be then to come and unexpired; theſe preſents, or any thing therein to the contrary notwithſtanding. In Witneſs, *&c.*

*(Jones.)*

*Agreement between a Glaſs-maker and a Journeyman or Servant.*

**Articles of Agreement** indented, *&c.* **Between** *William Beſt* of ——— of the one part, and *John Smith* of ——— of the other part, in manner following, (that is to ſay,)

FIRST, the ſaid *J. S.* doth hereby covenant, promiſe and agree, to and with the ſaid *W. B.* his executors, adminiſtrators and aſſigns, and every of them by theſe preſents, in manner following, (that is to ſay), that he the ſaid *J. S.* for and in conſideration of the payments and allowances herein after mentioned and expreſſed on the part and behalf of the ſaid *W. B.* his executors, adminiſtrators and aſſigns, to be paid and allowed, ſhall and will truly and faithfully ſerve and work for him the ſaid *W. B.* his executors, adminiſtrators and aſſigns, and do and perform the art, buſineſs and occupation of making plate glaſs, Normandy or crown glaſs, flint glaſs, ordinary glaſs vials, and all other ſorts of glaſs wares wherein he is ſkilled, or which he is capable of making, or any of them, as he ſhall be from time to time required, ordered or directed by the ſaid *W. B.* his executors or adminiſtrators, or his or their clerks or ſervants in that behalf, (bottle glaſs excepted) for and during the term and ſpace of ſeven years, to commence and be reckoned from the day of the date of theſe preſents, and from thenceforth fully to be compleat and ended. Alſo that the ſaid *J. S.* ſhall and will be ready at all times during the ſaid term, at the requeſt or demand of the ſaid *W. B.* his executors, adminiſtrators and aſſigns, or any of his or their clerks or ſervants for the time being, to work for him and them in the making of any of the ſeveral ſorts of glaſſes aforeſaid, at the

glaſs-works or glaſs-houſe at or near, &c. or any other glaſs-works within ten miles of L. where he, they, or any of them, ſhall order and appoint him to work as aforeſaid, and that according to the beſt of his ſkill and judgment, and as may be moſt for the profit and advantage of the ſaid *W. B.* his executors, adminiſtrators and aſſigns. Alſo that he the ſaid *J. S.* ſhall not nor will at any time during the ſaid term, wilfully neglect or depart from the ſaid work, ſervice and employment of the ſaid *W. B.* his executors, adminiſtrators and aſſigns; nor work to or for any other perſon or perſons whatſoever, in the art or occupation aforeſaid, without the leave and licence of him the ſaid *W. B.* his executors, adminiſtrators and aſſigns, or ſome of them, firſt had and obtained in writing under his, their, or ſome or one of their hands and ſeals in that behalf. Alſo that he the ſaid *J. S.* ſhall not, nor will, at any time during the ſaid term, do or cauſe, or willingly ſuffer to be done, any act, matter or thing whatſoever, to the hindrance or prejudice of him the ſaid *W. B.* his executors, adminiſtrators, partners or aſſigns, or any of them, in his or their glaſs-works or concernments aforeſaid, or otherwiſe howſoever. Alſo the ſaid *W. B.* for himſelf, his executors, adminiſtrators and aſſigns, and every of them, doth covenant, promiſe and agree, to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, in manner following, (that is to ſay), that he the ſaid *W. B.* his executors, adminiſtrators and aſſigns, for and in conſideration of the works and ſervice aforeſaid, to be well, truly and faithfully done and performed by him the ſaid *J. S.* ſhall and will pay, allow and ſatisfy unto him the ſaid *J. S.* during the ſaid term of ſeven years ——— *per* week, for ——— weeks in each year; the firſt weekly payment to begin on the, &c. next enſuing the date of theſe preſents; and of the remaining ——— weeks of each year during the ſaid term of ſeven years, ——— weeks thereof he ſhall be allowed and paid ten ſhillings *per* week for play wages, provided he is not employed, and the other ſix weeks in the year by agreement are to be allowed for repairing of furnaces, and no payment or allowance is to be made to the ſaid *J. S.* for the laſt ſix weeks. And laſtly, for the true and faithful obſerving and performing of all and ſingular the articles, covenants, payments and agreements herein before mentioned and expreſſed to be, by the ſaid *W. B.* his executors and adminiſtrators and the ſaid *J. S.* obſerved, paid and performed as aforeſaid, according to the true intent and meaning of theſe preſents, each of them the ſaid *W. B.* and *J. S.* bindeth himſelf, his executors, adminiſtrators and aſſigns, unto the other of them, his executors, adminiſtrators and aſſigns reſpectively, in the ſum or penalty of five hundred pounds of lawful, &c. firmly by theſe preſents. In witneſs, &c.

Covenant to pay the journeyman.

*(Morgan.)*

### *Agreement between a Stove-maker and a Journeyman or Servant.*

Articles of Agreement indented, &c. Between *William Guy* of, &c. Stove-maker, of the one part, and *John King*, the preſent ſervant of the ſaid *William Guy*, of the other part.

FIRST, the ſaid *J. K.* (in conſideration of the ſum of thirteen pounds wages, and of his diet and other proviſion herein after agreed to be paid and allowed him in ſuch manner as herein after is mentioned) doth hereby covenant and agree to and with the ſaid *W. G.* in manner following, (to wit), That he the ſaid *J. K.* ſhall and will well, truly and honeſtly, and according to the beſt of his knowledge and ability, ſerve the ſaid *W. G.* at his now dwelling-houſe, as his ſervant or journeyman in the trade of a ſtove-grate-maker, for and during the full term of one whole year, to commence from Midſummer-Day now laſt paſt; and that he the ſaid *J. K.* ſhall not at any time during the ſaid term abſent himſelf from the ſervice of the ſaid *W. G.* without his conſent firſt had for that purpoſe; and that he the ſaid *J. K.* during all the ſaid term ſhall and will weekly earn the ſum of fifteen ſhillings in the making of ſtove-grates in a compleat and workman-like manner, for the uſe and benefit of the ſaid *W. G.* if he the ſaid *W. G.* ſhall find him employment therein. And in caſe any ſickneſs ſhall happen to the ſaid *J. K.* or that he ſhall make any neglect during the ſaid term in earning the ſaid weekly ſum of fifteen ſhillings in making ſuch grates for the uſe of the ſaid *W. G.* in manner as aforeſaid, that then and in either of the ſaid caſes it ſhall and may be lawful to and for the ſaid *W. G.* to deduct the ſame out of the ſaid ſum of thirteen pounds wages, agreed to be paid to the ſaid *J. K.* as aforeſaid, in ſuch manner as herein after is mentioned. And the ſaid *W. G.* (in conſideration of ſuch ſervice ſo to be done and performed by the ſaid *J. K.* in manner as aforeſaid) doth hereby covenant and agree to and with the ſaid *J. K.* in manner as follows, *viz.* That he the ſaid *W. G.* during all the ſaid term of one year, or ſo much thereof as he the ſaid *J. K.* ſhall ſerve him in manner as aforeſaid, will find and provide the ſaid *J. K.* with meat, drink, waſhing and lodging, (ſave and except ſmall beer); and that in lieu of ſuch ſmall beer, he the ſaid *W. G.* ſhall and will allow and pay him the ſaid *J. K.* three half-pence every day; and that he the ſaid *W. G.* at the end of every quarter of a year during the ſaid term, ſhall and will well and truly pay unto the ſaid *J. K.* the fourth part of the ſaid ſum of thirteen pounds for his wages for ſuch ſervices; ſubject nevertheleſs to his the ſaid *W. G.*'s allowing and deducting thereout ſo much of the ſaid weekly ſum of fifteen ſhillings as ſhall not have been at any time during the ſaid term by him the ſaid *J. K.* earned in making ſuch grates for the uſe of the ſaid *W. G.* as aforeſaid, in caſe of any ſickneſs happening to, or neglect made by him the ſaid *J. K.* during the ſaid term, in manner aforeſaid. And laſtly, for the true performance of the ſeveral and reſpective covenants and agreements herein before contained on the parts of each of them the ſaid *W. G.* and *J. K.* to be worked, paid, done and performed in manner as aforeſaid, they the ſaid *W. G.* and *J. K.* do hereby bind themſelves unto each other, and to the reſpective executors, adminiſtrators and aſſigns of each other, in the penal ſum of twenty pounds of lawful money of Great Britain, firmly by theſe preſents. In Witneſs, &c.

*Agreement*

*Agreement between a Mill-wright and a Journeyman, or Servant.*

**Articles of Agreement** indented, &c. **Between**, &c.

**FIRST**, The ſaid *B.* (in conſideration of the monthly ſum of ——— and other the conſiderations herein after mentioned to be paid and allowed to him by the ſaid *A.* in ſuch manner as herein after is in that behalf mentioned and expreſſed) doth hereby covenant and agree to and with the ſaid *A.* in manner as follows, (to wit,) That he the ſaid *B.* from the day of the date hereof, for and during the full term of ——— years, if they the ſaid *A.* and *B.* ſhall both ſo long live, ſhall and will (at the now dwelling-houſe of him the ſaid *A.* ſituate, &c. or at ſuch other place or places, if by him the ſaid *A.* from time to time ſo required, ordered and directed) work as a ſervant or journeyman, and well and truly and faithfully ſerve him the ſaid *A.* in the buſineſs of a Mill-wright, Carpenter, Joiner, Turner, and in all ſuch other arts, myſteries and work as he the ſaid *B.* now is or ſhall be any ways capable of doing or performing, during the term aforeſaid, and that according to the beſt of his the ſaid *B.*'s ability, knowledge and judgment therein; and that he the ſaid *B.* during the continuance of the ſaid term, ſhall yearly work and perform the trade or buſineſs aforeſaid for him the ſaid *A.* in manner as follows, *viz.* from the 25th of March to the 29th day of September, from the hours of ſix in the morning to ſix in the evening, and from the 29th of September to the 25th of March from day-light to day-light, and that daily, (ſickneſs, Sundays, grand feſtival days, and uſual hours of breakfaſt and dinner, only allowed and excepted): **And further**, that he the ſaid *B.* during the term aforeſaid, ſhall not at any time abſent himſelf from ſuch ſervice of the ſaid *A.* nor work, do or perform any ſort of the trade or buſineſs aforeſaid, for the uſe or benefit of any other perſon or perſons whomſoever, without the conſent of him the ſaid *A.* firſt had in writing for that purpoſe. **In Witneſs**, &c.

*Agreement between a Judgment Creditor and a Perſon who diſcovers Effects of the Debtor, on which the Creditor may levy Execution, the Diſcoverer to have Half of the Money levied; but in Caſe of Eviction under Commiſſion of Bankruptcy, he is to refund his Share, and bear part of the Expences.*

**Articles of Agreement**, &c. **Between** *Aaron Beſt* of, &c. and *Charles Day* of, &c. as follows:

**WHEREAS** the ſaid *A. B.* did on or about ——— term, which was in the ——— year of the reign of, &c. recover and obtain in the court of K. B. at Weſtminſter, againſt *E. F.* of &c. one judgment for ——— pounds debt, beſides coſts of ſuit, as by records thereof remaining in the ſaid court doth more fully appear; upon which judgment there is yet due and owing unto the ſaid *A. B.* the ſum of ——— pounds principal money, or thereabouts, beſides intereſt: **And whereas** the ſaid *C. D.* at the requeſt of the ſaid *A. B.* hath lately made a diſcovery to him the ſaid *A. B.* of a certain debt of ——— pounds, or thereabouts, due and owing by *F. G.* of, &c. to the ſaid *E. F.* of the time and place of payment of the ſaid debt, to the end and purpoſe that the ſaid *A. B.* may have and take the ſaid ——— pounds, when paid in execution upon the ſaid judgment, towards ſatisfaction of the monies due to him thereupon: **Now theſe Preſents witneſs**, That in conſideration of ſuch diſcovery as aforeſaid, whereby the ſaid *A. B.* may probably get and obtain ſome part of the monies due to him upon the ſaid recited judgment, which otherwiſe ſeemed a deſperate debt, he the ſaid *A. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *C. D.* his executors and adminiſtrators, in manner following, that is to ſay, That he the ſaid *A. B.* ſhall and will at his own coſts and charges forthwith cauſe the ſaid judgment to be revived, and execution thereupon ſued forth, and uſe his utmoſt endeavour to cauſe the ſaid —— pounds to be taken into execution thereupon: **And further**, that in caſe the ſaid *A. B.* ſhall, at any time or times hereafter, have or take the ſum of ——— pounds, or any part thereof, or any other the eſtate of the ſaid *F. G.* which ſhall come to the hands or poſſeſſion of the ſaid *E. F.* in execution upon the ſaid judgment, then and in ſuch caſe he the ſaid *A. B.* ſhall and will forthwith pay and deliver unto the ſaid *C. D.* his executors or adminiſtrators, to and for his and their own uſe and benefit, one moiety or half part of ſuch monies or eſtate as ſhall be taken in execution aforeſaid: **In Conſideration** whereof he the ſaid *C. D.* doth hereby for himſelf, his heirs, &c. covenant, &c. to and with the ſaid *A. B.* his, &c. that in caſe the ſaid monies or eſtate to be taken in execution as aforeſaid, or any part thereof, ſhall at any time afterwards by reaſon and means of any commiſſion of bankruptcy taken out or to be taken out againſt the ſaid *E. F.* or by any means whatſoever, be evicted or recovered back from the ſaid *A. B.* then and in ſuch caſe he the ſaid *C. D.* his, &c. ſhall and will forthwith thereupon repay unto the ſaid *A. B.* his, &c. all ſuch monies and eſtates as he the ſaid *C. D.* ſhall have ſo had or received of the ſaid *A. B.* as aforeſaid: **And further**, that he the ſaid *C. D.* his, &c. ſhall and will pay or allow unto the ſaid *A. B.* his, &c. one moiety or half part of the charges and expences which he or they ſhall be put unto or ſuſtain by reaſon or means of any other or further execution which ſhall be made or ſued out on the ſaid judgment againſt any other part of the eſtate of the ſaid *F. G.* which ſhall come to the hands or poſſeſſion of the ſaid *E. F.* and of all other charges occaſioned by ſuch eviction or recovering back of the monies or eſtates to be taken in execution as aforeſaid. **And laſtly**, each of them the ſaid *A. B.* and *C. D.* doth hereby bind and oblige himſelf, his, &c. unto the other of them, his, &c. in the penal ſum of —— pounds of, &c. for the true and faithful performance of all and every the covenants and agreements herein before contained, and which by them reſpectively are and ought to be done and performed reſpectively as aforeſaid. **In witneſs**, &c.

Recital of a judgment for money recovered, and what is due thereon. The diſcovery of money due to the debtor.

The creditor agrees to revive the judgment, and ſue out execution thereupon.

In caſe of the recovering the whole or part, to pay a moiety to the diſcoverer.

The diſcoverer covenants, in caſe of eviction by means of a commiſſion of bankruptcy, to repay, &c. and to allow the creditor half charges on another part of the caſe which may happen.

A reciprocal penalty.

*(Pigot.)*

*Agreement*

*Agreement for leaſing old Houſes to be pulled down, and new ones to be built; of which Leaſes are to be granted as ſoon as built. Security to be given on pulling each old Houſe down, that a new one ſhall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder.*

**Articles of Agreement,** &c. **Between** *Peter George* of, *&c.* of the one part, and *James Mayo* of, *&c.* Maſon, of the other part, as follows.

Agreement to leaſe old houſes and the ground they ſtand on.

**FIRST** the ſaid *P. G.* doth by theſe preſents let and agree to demiſe unto the ſaid *J. M.* **All thoſe** fourteen meſſuages or tenements now in the poſſeſſion of him the ſaid *P. G.* his under tenants or aſſigns, ſituate, *&c.* with the ground and ſoil whereon the ſame meſſuages or tenements ſtand, together with all the yards, gardens, back-ſides, out-houſes, buildings and appurtenances whatſoever, to the ſaid meſſuages or tenements, ground or premiſes belonging, or in any wiſe appertaining; **To hold,** &c. **Yielding and paying** therefore yearly and every year, during the ſaid term of forty-nine years and one half year unto the ſaid *P. G.* his, *&c.* as a ground rent, the yearly rent or ſum of one hundred and forty pounds of, *&c.* quarterly, free and clear of and from all and all manner of quit-rents, parliamentary, parochial of all other taxes, charges, payments and aſſeſſments that are, ſhall or may be levied or aſſeſſed upon either ground or houſes, upon any account whatſoever, and the ſame to be paid on, *&c.* **And yielding and paying** therefore unto the ſaid *P. G.* his, *&c.* for the laſt half year of the ſaid term of forty-nine years and one half year, the ſum of ſeventy pounds of like lawful money of Great Britain, free, *&c.* as aforeſaid, by two equal payments, at the two moſt uſual quarterly feaſts or days of payment which ſhall be next after the end of the ſaid forty-nine years. **And** it is covenanted and agreed by and between the ſaid parties to theſe preſents, and the ſaid *P. G.* in conſideration of the rent herein before reſerved and made payable, and in conſideration of the new meſſuages and tenements herein after covenanted and agreed by the ſaid *J. M.* to be erected and built upon the ground hereby let, **Doth** for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *J. M.* his, *&c.* by, *&c.* in manner following, (that is to ſay,) That he the ſaid *P. G.* his, *&c.* ſhall and will, at the coſts and charges of the ſaid *J. M.* his, *&c.* when and ſo ſoon as the ſaid meſſuages or tenements, or any two or three of them, ſhall be pulled down, and the intended meſſuages or tenements to be erected and built in lieu thereof, ſhall be new built and tiled in, grant unto the ſaid *J. M.* his executors, adminiſtrators or aſſigns, one indenture or indentures of leaſe of the ſaid new meſſuages or tenements, and ſo on, until ſuch leaſes ſhall be granted of all the ſaid premiſes; **To hold** for the remaining time of the ſaid term of forty-nine years and one half year; **In which** leaſes ſo to be granted of the premiſes, ſhall be reſerved and made payable a quit-rent to the king and his ſucceſſors, and alſo unto the ſaid *P. G.* his executors, adminiſtrators and aſſigns, the ſaid yearly rent or ſum of one hundred and forty pounds clear of and from all and all manner of taxes, charges and aſſeſſments whatſoever, as aforeſaid, and ſhall be reſerved and made payable quarterly; and in caſe ſuch payment be not made within fourteen days after every ſuch quarter day or days of payment as aforeſaid, lawful demand being made thereof, that then, *&c.* (*Clauſe of re-entry*, ſee Tit. **Leaſes.**) **And,** It is agreed by and between the ſaid parties to theſe preſents, that in each ſeparate leaſe, as aforeſaid, covenanted to be granted of the ſaid premiſes, there ſhall be reſerved and made payable a proportionable part of the quit-rent to the Crown, and alſo unto the ſaid *P. G.* his, *&c.* a proportionable part of the yearly ground rent of one hundred and forty pounds agreed upon as aforeſaid, with reſpect to the number of feet in front next the ſtreet, and in conſideration of the depth and ſituation of the ground ſo let, which ſhall be deſcribed particularly and ſet forth in each reſpective leaſe ſo granted, as are ſettled by the parties concerned, (*viz.*) The one hundred feet, or thereabouts, front G. S. ſtreet, being in depth ſeventy feet or thereabouts, at ten ſhillings *per* foot, and likewiſe the one hundred feet at the upper end of the ground in V. ſtreet, about the ſame depth, at ten ſhillings *per* foot, and fifty-three feet, or fifty-four feet, next below that and adjoining to it, at eight ſhillings *per* foot, and for the remaining part, which is turning the corner into L. S. ſtreet, being eighty-ſix or eighty-ſeven feet, at ſeven ſhillings *per* foot. **And** it is hereby agreed, That in ſuch leaſes ſhall be contained the common uſual and reaſonable covenants contained in building leaſes; **But nevertheleſs,** according to the tenor or true intent and meaning of theſe preſents; neither are they to confine or limit the ſaid *J. M.* with reſpect to the manner of the building to be erected on the ſaid ground, provided there be good and ſubſtantial brick houſes built in the front of the ſaid ground next the ſaid ſtreet on all ſides, nor to reſtrain or prohibit any trade or occupation to be uſed or carried on in any of the ſaid buildings, except ſuch as ſhall be in any wiſe deemed a nuiſance or prejudice to the other part of the ſaid buildings, and in ſuch caſe not to be allowed of; **And** it is agreed, that the ſaid *P. G.* is and ſhall be indemnified and exempted from all charges and troubles that may ariſe about the ſaid ground or houſes, by means of any contentions about party walls, pavements, waters or water-courſes, or any thing whatſoever during the whole term expreſt. **And** in conſideration of the premiſes the ſaid *J. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *P. G.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. M.* his, *&c.* ſhall and will accept of ſuch leaſes to be granted as aforeſaid, and duly ſeal and execute counterparts thereof, and the ſaid *J. M.* doth further covenant and agree to give the ſaid *P. G.* undeniable and ſatisfactory ſecurity, that whatſoever of the old buildings he the ſaid *J. M.* his executors, adminiſtrators or aſſigns, ſhall pull down, there ſhall be new, good and ſubſtantial houſes built and erected, according to the limitations and directions of the Crown grant, in the room of them, and that he the ſaid *J. M.* will depoſit and lodge in the hands of the ſaid *P. G.* one hundred pounds which ſhall remain and continue without intereſt, until there ſhall be built and finiſhed as many new houſes upon the premiſes as ſhall be judged a ſufficient ſecurity for the aforeſaid rent, to be determined by two indifferent perſons, each party chuſing one. **And it is further agreed** by and between the ſaid *P. G.* and *J. M.* for themſelves, their executors, adminiſtrators and aſſigns, that he the ſaid *P. G.* his heirs, executors, adminiſtrators or aſſigns, ſhall endeavour within thirty years, or thereabouts, to procure or obtain from the Crown a further leaſe, and then to grant to the ſaid *J. M.* his heirs, executors, adminiſtrators and aſſigns, a further term of ten years

Habendum. Reddend. for 49 years 149l. *per ann.* free *&c.*

Reddend. for the laſt half year.

Agreement that as ſoon as the old houſes are pulled down and new ones built,

to grant leaſes of the new ones for the remainder of the aforeſaid term then to come, reſerving a quit-rent to the King, and the aforeſaid rent to the leſſor.

In each leaſe a proportionable part of the rents is to be reſerved,

and uſual covenants inſerted, agreeable to theſe articles, and not to confine the leſſee's building, *&c.*

Leſſor's indemnity from charges, *&c.*

The builder's agreement to accept ſuch leaſes, and execute counterparts, and give ſecurity that on pulling down old houſes, new ones ſhall be built, according to the Crown grant.

The leſſor covenants, that in about 30 years to procure a further leaſe from the

years and one half year, by leaſe or leaſes of the ſaid premiſes, to commence from the determination of the ſaid term of forty-nine years and one half year by rent of one hundred and forty pounds clear of all quit-rents, taxes and aſſeſſments whatſoever, as aforeſaid, and a proportionable rent for the aforeſaid one half year clear as aforeſaid. **Provided nevertheleſs**, and upon this condition, that the ſaid *J. M.* his, *&c.* ſhall pay unto the ſaid *P. G.* his, *&c.* one half part of the fine and expences of procuring ſuch further leaſe from the crown; **And the ſaid** *J. M.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *P. G.* his, *&c.* by, *&c.* That notwithſtanding the ſeveral leaſes that may be granted of the ſaid premiſes by virtue of theſe preſents, whereby the ſaid yearly ground-rent will be divided and ſeparated; yet the ſaid *J. M.* his, *&c.* ſhall and will yearly and every year, during the full term of the leaſe granted, or to be granted, pay or cauſe to be paid, duly and truly the quit-rent to the crown, and likewiſe during the life of the ſaid *P. G.* and *E.* his wife, and the ſurvivor of them, collect the ſaid yearly ground-rent of one hundred and forty pounds, to be reſerved by ſuch ſeparate leaſes, and pay the ſaid yearly ground-rent ſo reſerved by theſe preſents unto the ſaid *P. G.* his executors, adminiſtrators or aſſigns, as the ſame ſhall become due and payable according to the reſervation thereof in theſe preſents contained, and the true intent and meaning of theſe preſents; it being the true intent and meaning thereof, that during the life of the ſaid *P. G.* and his ſaid wife, he the ſaid *P. G.* his executors, adminiſtrators and aſſigns, ſhall not have the trouble of collecting the rent to be reſerved by ſuch ſeveral leaſes to be granted of the premiſes, by virtue of theſe preſents, of the leſſees to be named in ſuch leaſes, or of their aſſigns, but that the aforeſaid quit-rent ſhall be paid to the crown by the ſaid *J. M.* his, *&c.* and likewiſe the ſaid yearly ground-rent of one hundred and forty pounds to be paid to him the ſaid *P. G.* his, *&c.* during the life of him and his wife, and the ſurvivor of them, as aforeſaid, by intire equal quarterly payments, as the ſame ſhall become due and payable, according to the reſervation thereof in theſe preſents contained, except the ſaid *P. G.* or his wife; or the ſurvivor of them, ſhall chuſe or undertake the doing of it themſelves; and in ſuch caſe not to be obſtructed in the doing of it. **But notwithſtanding** if the ſaid *J. M.* ſhall neglect or refuſe to depoſit the one hundred pounds, nor will give the ſecurity as above expreſt, and according to his promiſe, that then theſe articles to be void and of no effect, or otherwiſe to remain in full force; and this to be done before the ſigning of any leaſe. **In witneſs**, *&c.*

crown, and then to grant his leſſee a further term. The leſſee to pay half the fine to the crown, *&c.* and rent, *&c.* for the further time, and collect rents for leſſor during his and his wife's life.

If the tenant refuſes to give ſuch ſecurity as aforeſaid, theſe articles to be void.

*(Wood.)*

*An Indenture for an Apprentice put out, by his Guardian's Conſent, with Agreements for finding Cloaths, &c. paying Phyſicians, and Nurſes, attending Hoſpitals, making good Imbezzlements, and a Proviſion in Caſe of the Maſter's Death.*

**Articles of Agreement** tripartite indented, *&c.* **Between** *William Taylor*, of, *&c.* Surgeon and Apothecary, of the firſt part, *John Legg* (ſon of *Richard Legg*, late of, *&c.* deceaſed) of the ſecond part, and *John Ray* of, *&c.* Gentleman (Guardian of the ſaid *John Legg*) of the third part, in manner as follows, (that is to ſay,)

**FIRST**, the ſaid *J. L.* (by and with the conſent of the ſaid *J. R.*) **Doth** hereby put and bind himſelf to the ſaid *W. T.* as an apprentice, him to ſerve in his art, myſtery or buſineſs of a ſurgeon and apothecary, from the day of the date hereof, for and during and until the full end and term of ſeven years from thence next enſuing; **And** that he the ſaid *J. L.* during all the ſaid term, his maſter the ſaid *W. T.* ſhall truly ſerve in the art aforeſaid, his ſecrets keep, and ſhall do no damage to his ſaid maſter, nor knowingly ſuffer the ſame to be done by any perſon or perſons whatſoever, without giving notice thereof to his ſaid maſter, nor ſhall lend, or any ways embezzle any of his ſaid maſter's monies or goods, either by himſelf, or any other perſon or perſons whomſoever, without the conſent of his ſaid maſter; and that he the ſaid *J. L.* during all the ſaid term of ſeven years, ſhall and will, diligently and honeſtly ſerve his ſaid maſter, and ſhall not at any time during the ſaid term, (without his ſaid maſter's conſent) abſent himſelf either by day or by night from the ſervice of his ſaid maſter, but during all the ſaid term his ſaid maſter's lawful commands, to the utmoſt of his power, ſhall willingly do, obey and perform; and that in all reſpects as an honeſt and faithful apprentice ought to do and perform. **And the ſaid** *W. T.* (in conſideration of ſuch apprenticeſhip, and alſo of the ſum of, *&c.* to him in hand, *&c.* by the ſaid *J. R.* at, *&c.* the receipt, *&c.* **Doth** hereby for himſelf, his executors and adminiſtrators, covenant promiſe and agree to and with the ſaid *J. L.* and *J. R.* their executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that is to ſay,) that the ſaid *W. T.* according to the beſt of his power, ſkill and knowledge, ſhall and will, during the ſaid term, teach and inſtruct, or cauſe to be taught and inſtructed, the ſaid *J. L.* in the art, myſtery, trade, and buſineſs of a Surgeon and an Apothecary, and in all things whatſoever incident and belonging thereunto, in ſuch manner as he the ſaid *W. T.* now, or at any time hereafter during the ſaid term of ſeven years, ſhall uſe, practiſe, teach or deal in the ſame: **And alſo**, that he the ſaid *W. T.* during all the ſaid term, ſhall and will find, provide and allow to him the ſaid *J. L.* good and ſufficient meat, drink, waſhing and lodging fit for an apprentice; **And alſo** in caſe of ſickneſs, proper phyſic for him the ſaid *J. L.* and all other proper neceſſaries during ſuch ſickneſs, (**The** charges as to phyſicians and nurſing during ſuch ſickneſs, and all manner of cloathing and apparel, and all ſorts of mending thereof during the ſaid term of ſeven years, only and always excepted, the ſame being agreed to be found, paid for and provided by the ſaid *J. L.* and *J. R.* or one of them during the ſaid term, in ſuch manner as herein after is for that purpoſe mentioned; **And further**, that he the ſaid *W. T.* ſhall and will permit and allow him the ſaid *J. L.* during the laſt year of his ſaid apprenticeſhip, to have free liberty four days in every week thereof, and at the uſual hours for that purpoſe, to reſort to and go to St. Thomas's Hoſpital, or any other Hoſpital, for the further and better inſtructing and improving himſelf in the ſaid art, myſtery and buſineſs of a ſurgeon; **Provided** and ſo as the ſaid *W. T.* ſhall be at no manner of charges or expence for his the ſaid *J. L.* ſo doing; **And the ſaid** *J. R.* guardian of the ſaid *J. L.* **Doth** hereby for himſelf, his executors and adminiſtrators, covenant to and with the ſaid *W. L.* his executors adminiſtrators and aſſigns, in manner as follows, *viz.* **That** he the ſaid *J. L.* ſhall and will honeſtly and faithfully ſerve his apprenticeſhip of ſeven years, in manner as aforeſaid, unto the ſaid *W. T.* in caſe they the ſaid

Behaviour.

Maſter's duty.

in teaching the buſineſs,

finding meat, *&c.* and phyſic; the charges of phyſicians and nurſes, *&c.* excepted.

Liberty for the apprentice to attend an hoſpital, but not at his maſter's expence.

The guardian's covenant for the faithful ſervice, finding cloaths, *&c.*

ſaid *W. T.* and *J. L.* ſhall both ſo long live; **And that** he the ſaid *J. R.* his executors or adminiſtrators, during all the ſaid term, ſhall and will, at his and their own charge, find and provide him the ſaid *J. L.* with all manner of cloathing and apparel of what nature ſoever, **and alſo** with mending the ſame, **and likewiſe** in caſe of any ſickneſs of him the ſaid *J. L.* during the time aforeſaid, that then he the ſaid *J. R.* his executors or adminiſtrators, ſhall pay and diſcharge all doctors fees, and alſo all nurſes wages, to be occaſioned by ſuch ſickneſs: **And further**, that in caſe he the ſaid *J. L.* ſhall at any time, during his ſaid apprenticeſhip, wilfully embezzle any of the monies or goods of him the ſaid *W. T.* that then and in ſuch caſe he the ſaid *J. R.* his executors or adminiſtrators, (upon due and good proof made thereof) and within one month after the ſame ſo done, ſhall and will pay, ſatisfy and make good unto him the ſaid *W. T.* his executors and aſſigns, all ſuch monies and goods as ſhall be by him the ſaid *J. L.* ſo embezzled as aforeſaid; **And it is hereby mutually agreed and declared** by and between the parties to theſe preſents, that in caſe the ſaid *W. T.* ſhall happen to die before the end of the apprenticeſhip of the ſaid *J. L.* that then and in ſuch caſe, the executors or adminiſtrators of him the ſaid *W. T.* within ——— next after his death ſhall and will find and provide another new proper maſter (being a ſurgeon and apothecary) and ſhall at their charge turn over the ſaid *J. L.* to ſuch new maſter, for the reſidue of his term of apprenticeſhip; and in default of his, her or their ſo doing, that then the executors or adminiſtrators of the ſaid *W. T.* ſhall and will repay unto the ſaid *J. R.* his executors or adminiſtrators, the ſum of ———, part of the ſaid ſum of ——— pounds, ſo by him paid as aforeſaid, within the ſpace of ——— next after the death of the ſaid *W. T.* **And laſtly**, for the true performance of the ſeveral covenants and agreements herein before mentioned and contained on the reſpective parts of each of them the ſaid *J. L. W. T.* and *J. R.* to be ſerved, taught, paid, done and performed, in manner as above mentioned, they the ſaid *W. T. J. L.* and *J. R.* do hereby bind themſelves unto each other, and to the executors, adminiſtrators and aſſigns of each other, in the penal ſum of fifty pounds of, *&c.* firmly by theſe preſents. **In witneſs** whereof, all the ſaid parties have, *&c.*

paying phyſicians and nurſes.

Making good embezalements.

Agreement that if the maſter dies, his executors or adminiſtrators to find another maſter.

or return part of the conſideration money.

Penalty.

*(Jones.)*

*Articles of Agreement reſpecting building a Work-ſhop, and for a Leaſe of ſaid Shop and Liberty of Ingreſs, and a Covenant for a further Term if Leſſor obtains a new Leaſe.*

**Articles of Agreement,** *&c.* **Between** *William Bell* of, *&c.* of the one part, and *George How* of, *&c.* Gentleman, of the other part, as follows:

*William Bell* covenants that a Cabinet-maker's work-ſhop may be built over his coach-houſes.

**FIRST**, The ſaid *William Bell* (in conſideration of the yearly rent, covenants and agreements herein after reſerved and contained, to be paid, done and performed by the ſaid *George How*, his executors, adminiſtrators and aſſigns, in ſuch manner as herein after is mentioned and expreſſed,) **doth** for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *George How*, his executors, adminiſtrators and aſſigns, by theſe preſents, **that** it ſhall and may be lawful to and for the ſaid *George How*, his executors, adminiſtrators or aſſigns, at his or their own proper coſts and charges, forthwith to erect, build and finiſh over and above the three coach-houſes, now ſtanding in the yard belonging to the meſſuage or inn, now in the occupation of the ſaid *William Bell*, ſituate in the pariſh of St. John aforeſaid, one ſhop or work-room with proper affixings and conveniencies for the coming and going into and from the ſame, fit and proper for the working and carrying on the trade or buſineſs of a Cabinet-maker only therein, in ſuch manner as he or they ſhall think fit; provided, and ſo as all damage occaſioned to the ſaid coach-houſes thereby, be forthwith repaired and made good at the charge of the ſaid *George How*, his executors or aſſigns; **And** he the ſaid *William Bell*, for the conſiderations aforeſaid, **hath**, and by theſe preſents **doth** demiſe, leaſe, ſet and to farm let unto the ſaid *George How*, the ſaid ſhop or work-room, ſo intended to be built as aforeſaid; with its appurtenances, together with the free liberty of ingreſs, egreſs, regreſs, way and paſſage for every Cabinet-maker, who, during the term hereby demiſed ſhall be a tenant of the ſaid ſhop, and his and their ſervants, friends and cuſtomers, at all times, from the hours of ſeven o'clock in the morning till eight in the evening, daily, during the continuance of the term hereby demiſed, to come, go, paſs or repaſs, into and from the ſaid ſhop, in, by and through the uſual ways of the ſaid inn and yard thereto belonging, without any let or interruption of the ſaid *William Bell*, his executors, adminiſtrators and aſſigns, or his or their tenants and ſervants; **To have and to hold** the ſaid ſhop or work-room, with its appurtenances, unto the ſaid *George How*, his executors, adminiſtrators and aſſigns, from the feaſt-day of —— next the day of the date hereof, for and during, and unto the full end and term of, *&c.* and fully to be complete and ended; **Yielding and paying** therefore yearly and every year, during the continuance of the ſaid term, unto the ſaid *William Bell*, his executors, adminiſtrators and aſſigns, the yearly rent or ſum of five pounds, of lawful money of Great Britain, on the four moſt uſual feaſts or quarter-days following, *viz.* at, *&c.* or within fourteen days next after every of the ſaid quarter-days, by four even and equal proportions, the firſt of which quarterly payments to begin and to be made on the feaſt day of ——— now next enſuing the date hereof. **And the ſaid** *George How*, in conſideration of the demiſe herein before made to him of the ſaid premiſes as aforeſaid, **doth** for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *William Bell*, his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that is to ſay,) That he the ſaid *George How*, his executors or adminiſtrators, ſhall and will, during the continuance of the ſaid term well and truly pay or cauſe to be paid unto the ſaid *William Bell*, his executors, adminiſtrators or aſſigns, the ſaid yearly rent or ſum of five pounds of ſuch lawful money as aforeſaid, upon the ſeveral feaſts or quarter-days herein before mentioned and appointed for payment thereof, or within fourteen days next after every quarter-day, according to the reſervation thereof, as aforeſaid, and the true intent and meaning of theſe preſents; **And** that he the ſaid *George How*, his executors, adminiſtrators, or aſſigns, at his and their own proper coſts and charges, ſhall and will forthwith erect, build and finiſh, over and above the ſaid three coach-houſes, a good and ſubſtantial ſhop or work-room, fit and proper for a Cabinet-maker to work in, with ſuch affixings and other conveniencies for going to and from the ſame as aforeſaid, and ſhall in no ways build the ſame whereby to occaſion any hinderance, detriment or damage to the

A leaſe of ſuch ſhop.

Liberty of ingreſs, egreſs, and regreſs, *&c.*

*Habendum*

*Reddendum*

The leſſee covenants to pay the rent,

and to build the ſaid ſhop;

but not ſo as to be a detriment

the ſaid *William Bell*, his executors or aſſigns, from the having, enjoying, uſing or letting the ſaid coach-houſe or any of the ſtables belonging to the ſaid inn; And alſo that the ſaid *George How*, his executors or aſſigns, at his or their like charge, ſhall pay and make good all damages whatſoever which ſhall be occaſioned to the ſaid coach-houſes and other the premiſes of him the ſaid *William Bell*, as well on account of the preſent erecting of ſuch building, as alſo on account thereof, which ſhall or may at any time hereafter be occaſioned thereby, during the continuance of this demiſe; And further that he the ſaid *George How*, his executors or aſſigns, at his and their like charge, ſhall and will uphold, maintain and keep the ſaid ſhop, erection and building, ſo to be made as aforeſaid, in good and ſufficient repair during the continuance of the ſaid term, and at the end or other ſooner determination thereof, and peaceably and quietly to leave and yield up the ſame unto the ſaid *William Bell*, his executors, adminiſtrators or aſſigns; And further, that the ſaid ſhop or work-room, ſo to be built as aforeſaid, or any part thereof, ſhall not at any time during the term hereby demiſed, be uſed or employed by any perſon or perſons in any other trade or buſineſs whatſoever (other than and except only as and for the trade or buſineſs of a Cabinet-maker); And that he the ſaid *George How*, his executors, tenants or aſſigns, ſhall not nor will, without the conſent of the ſaid *William Bell*, his executors or aſſigns, firſt had in writing for that purpoſe, permit or ſuffer any carts, horſes, or other carriages whatſoever, to come into the ſaid yard of the ſaid inn with, or carry any goods or wares to and from the ſaid intended ſhop, from before the hours of eleven in the morning, nor after three in the afternoon, during the continuance of this demiſe; Nor ſhall or will permit or ſuffer any beer, ale, brandies or other ſtrong liquors whatſoever, to be brought into, and ſold or vended in the yard of the ſaid inn, or in the ſaid Cabinet-maker's ſhop ſo to be built as aforeſaid, but what ſhall be ſo ſold or vended by the ſaid *William Bell*, his executors, adminiſtrators or aſſigns, from the ſaid inn, during the continuance of this demiſe. Provided always nevertheleſs, and theſe preſents are upon this expreſs condition, and it is hereby mutually agreed and declared by and between the parties hereunto, and the true intent and meaning of them, and of theſe preſents, is, that in caſe the ſaid yearly rent of five pounds, or any part thereof, ſhall happen to be behind or unpaid, in all or in part, by the ſpace of fourteen days next after any of the ſaid quarter-days whereon the ſame ought to be paid as aforeſaid, (being lawfully demanded); Or in caſe he the ſaid *George How*, his executors, adminiſtrators or aſſigns, ſhall make any breach of all or any of the covenants herein before contained on his and their part to be paid and performed, then and from thenceforth, in either of the caſes aforeſaid, it ſhall and may be lawful to and for the ſaid *William Bell*, his executors, adminiſtrators and aſſigns, or any of them, into the ſaid hereby demiſed premiſes, or any part thereof, in the name of the whole, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as his or their former eſtate; And the ſaid *George How*, his executors, adminiſtrators or aſſigns, and all other occupiers of the premiſes, from thence utterly to expel, amove and put out, this indenture or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *William Bell*, for himſelf, his executors, adminiſtrators and aſſigns, and for every of them, doth further covenant, promiſe and agree to and with the ſaid *George How*, his executors, adminiſtrators and aſſigns, by theſe preſents in manner as follows, *viz.* That he the ſaid *George How*, his executors, adminiſtrators and aſſigns, (paying the ſaid yearly rent of five pounds, and performing and keeping all and every the covenants and agreements aforeſaid, which on his and their parts and behalf are to be paid, done, performed and kept,) ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the hereby demiſed premiſes, without any let, ſuit, trouble, eviction, ejection, moleſtation, interruption or diſturbance whatſoever, of or by him the ſaid *William Bell*, his executors, adminiſtrators and aſſigns, or of or by any other perſon or perſons whomſoever, lawfully claiming or to claim the ſame, by, from or under him, them or any of them, or by or through his, their or any of their acts, means, neglect, default, conſent or procurement; and that freed and diſcharged or otherwiſe, by the ſaid *William Bell*, his executors, adminiſtrators or aſſigns, well and ſufficiently ſaved, kept harmleſs and indemnified, of and from all ground-rent due or payable, or to grow due or payable to any ſuperior landlord or landlords of the premiſes for or in reſpect thereof, or any part thereof. And laſtly, That in caſe he the ſaid *William Bell*, his executors, adminiſtrators or aſſigns, ſhall at any time hereafter, before the expiration of his preſent leaſe, procure or obtain, from the preſent or any future ground landlord or landlords of the ſaid inn and hereby demiſed premiſes, a new leaſe thereof, to him or them for any further term or terms of years, then and in ſuch caſe he the ſaid *William Bell*, his executors, adminiſtrators or aſſigns, ſhall and will at any time before the expiration of the demiſe hereby made, at the requeſt and charge of the ſaid *George How*, his executors, adminiſtrators or aſſigns, within one month next after ſuch requeſt, make and grant a new leaſe without any fine, fee or reward, of all and ſingular the ſaid hereby demiſed premiſes unto the ſaid *George How*, his executors, adminiſtrators or aſſigns, for any further term of years, not exceeding ——— years, to commence from the expiration of this preſent demiſe, at and under the ſame yearly covenants, proviſoes and agreements as are herein reſerved and contained, (other than and except this laſt covenant) ſo as he the ſaid *George How*, his executors, adminiſtrators or aſſigns, upon the making and delivering of ſuch new leaſe to him or them, do at the ſame time duly execute a counterpart thereof. In witneſs, &c.

to the coach-houſes, &c. and the damages thereto to make good.

Repairs of the ſhop.

The ſhop to be for no other trade.

At what time carts, &c. to come or go from the ſhop.

Liquors not to be ſold in the ſaid ſhop, &c. by the leſſee.

Proviſion for re-entry in caſe of non-payment of rent;

or breach of tenant's covenants;

That the tenant paying rent, &c. ſhall peaceably enjoy.

Free from ground-rent.

Covenant for a further term, if the leſſor obtains a new leaſe.

(*Newnam.*)

*An Agreement between a Tradeſman in the Country and his Factor in London.*

Articles of Agreement, &c. Between *Richard Cook*, of, &c. and *John Fry*, of &c. as follows:

WHEREAS the ſaid *R. C.* hath contracted and agreed with the ſaid *J. F.* to employ him as a factor in London for him the ſaid *R. C.* for the vending, ſelling and uttering of all ſuch wares and merchandizes as he the ſaid *R. C.* ſhall conſign and ſend unto the ſaid *J. F.* in his now dwelling-houſe in Lothbury, London, for and during the ſpace and term of ——— years, to commence from the day of the date hereof: Whereupon it is covenanted, &c. by and between the ſaid parties, and either of them the ſaid parties, by and for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the other of them the ſaid parties, his executors and adminiſtrators, in manner and form following,

Recital of the contract.

Parties mutual covenant.

The factor to receive and ſell goods.

ing, *viz.* First, That he the ſaid *J. F.* ſhall and will not only accept and take into his houſe, truſt, charge and cuſtody, all ſuch wares and merchandizes as he the ſaid *R. C.* ſhall upon his account, or which ſhall belong unto him, ſend and conſign unto the ſaid *J. F.* to London to be vended and ſold; but alſo ſhall do his beſt endeavour to vend and ſell the ſame to and for the only uſe and benefit of the ſaid *R. C.* to the beſt profit and advantage, and in the beſt manner that he the ſaid *J. F.* can or may perform, and that

To keep true accounts and true payments.

from time to time, and at all times during the ſaid ſpace, *&c.* as aforeſaid to commence, *&c.* Alſo that he the ſaid *J. F.* ſhall not only keep or cauſe to be kept a juſt and true book or books of account and reckoning in writing, of all ſuch wares and merchandizes as he the ſaid *R. C.* ſhall from time to time during the ſaid term, conſign unto the ſaid *J. F.* and ſhall ſo come to his charge and cuſtody, and to whom, and at what rates and prices, and at what time and times the ſame ſhall be ſold and vended by him the ſaid *J. F.* but alſo well and truly pay and deliver unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, all ſuch monies, ſpecialties and other things, as ſhall come to the hands of or ſhall be received by the ſaid *J. F.* for the ſaid wares, *&c.* during the term aforeſaid, together with all ſuch wares, *&c.* as before the

To be faithful, *&c.*

ſame account ſhall appear to be received by the ſaid *J. F.* and not ſold at the end of the ſaid term. Alſo that he the ſaid *J. F.* ſhall be true and faithful unto the ſaid *R. C.* in the ſelling and vending all wares, *&c.* during the ſaid term, and not defraud or defeat the ſaid *R. C.* in any of the premiſes wilfully, or to his knowledge, but ſhall endeavour to vend the ſaid, *&c.* to able men, for the beſt prices and ſhorteſt time of payment, as he conveniently can. Alſo that the ſaid *J. F.* ſhall not during the ſaid —— years

Not to be factor for any other.

deal or trade as factor for any other perſon or perſons, for the buying or ſelling of any wares, *&c.* but only for him the ſaid *R. C.* as aforeſaid. Alſo, in conſideration of which factorſhip ſo to be done and performed by the ſaid *J. F.* as aforeſaid, he the ſaid *R. C.* doth hereby for himſelf, *&c.* covenant, *&c.* to pay to him the ſaid *J. F.* his, *&c.* the ſum of, *&c.* *per annum* and alſo the ſum of, *&c.* for (hallage) porter-

The factor's wages, and charges.

age, and other like charges. Alſo that the ſaid *R. C.* ſhall not at any time during the ſaid ——— years,

The tradeſman not to conſign any other but his own goods.

conſign or ſend unto the ſaid *J. F.* any wares, *&c.* that ſhall belong to any other perſon or perſons, but ſuch as ſhall properly belong to him the ſaid *R. C.* only. In Witneſs, &c.

## *Another Agreement between a Tradeſman and his Factor.*

Articles of Agreement, indented, *&c.* Between *William Page* of, *&c.* of the one part, and *Thomas Bird* of, *&c.* of the other part, as follows.

Recital that a tradeſman has taken a factor.

Whereas the ſaid *W. P.* for the ſpecial truſt and confidence which he repoſeth in the ſaid *T. B.* hath accepted and taken him the ſaid *T. B.* to be his factor, as well to ſell and diſpoſe of all ſuch, *&c.* or any other kind of wares which he doth or ſhall deal with, and which ſhall come to the hands of the ſaid *T. B.* or any of his ſervants or aſſigns, to be ſold during ſo long time as they ſhall agree together: Now the ſaid *T.* doth covenant, grant and agree for himſelf, his heirs, executors and adminiſtrators, in

Covenant.

manner and form following, that is to ſay, That he the ſaid *T.* ſhall and will from time to time do his beſt endeavours to ſell and utter all ſuch wares of the ſaid *W.* as the ſaid *T.* now hath, or which hereafter ſhall come to the hands of the ſaid *T.* or his ſervants or aſſigns, to the beſt benefit and profit of the ſaid *W.* his executors and adminiſtrators *(bona fide)* either for ready money, or for reaſonable days, as he hath heretofore uſed, and doth now uſe; And alſo ſhall and will from time to time, during all the time

The factor to collect money by him truſted, and pay the ſame to his maſter.

that he ſhall ſo continue factor as aforeſaid, do his beſt endeavour from time to time to collect and gather up all ſuch ſum and ſums of money as be and ſhall be due for, upon, or by reaſon of the ſale of any ſuch wares by him ſold, or to be ſold and uttered; and all ſuch ſum and ſums of money as he hath already received, ſhall pay or cauſe to be paid to the ſaid *W.* his executors or adminiſtrators, within ten days next after the date hereof; and all other ſum and ſums of money which ſhall be from time to time hereafter received, for or by reaſon of ſuch wares ſold, or to be ſold, or any of them, ſhall and will always from time to time pay, or cauſe to be paid, to the ſaid *W.* his executors, adminiſtrators or aſſigns, within ten days

A covenant from the maſter, always within ten days after receipt of any money to deliver a receipt for the ſum.

next after the receipt thereof. In Conſideration whereof the ſaid *W.* doth covenant and agree to and with the ſaid *T. B.* his executors or adminiſtrators, from time to time, as he ſhall receive any ſum and ſums of money of or from the ſaid *T.* his executors or adminiſtrators, as aforeſaid, within ten days next after any ſuch receipt, to deliver, or cauſe to be delivered, to the ſaid *T.* his executors or adminiſtrators, a note in writing, under his or their own hand writing, teſtifying the ſaid receipt from time to time. And the ſaid *T.* doth covenant, grant and promiſe, for himſelf, his heirs, executors and adminiſtrators, to and

A covenant that the factor ſhall keep a particular book, to enter down the wares, and all ſales thereof made, and what is ſold for ready money, and what upon truſt; and upon demand ſhall give an account of the wares remaining, and of the money taken, and remaining, *&c.* And to account as well of wares remaining, *&c.* as thoſe ſold, *&c.*

with the ſaid *W.* his executors and adminiſtrators, that he the ſaid *T.* ſhall and will keep a particular book from time to time, wherein are or ſhall be written and contained the particulars of all ſuch wares of the ſaid *W.* as the ſaid *T.* had in his hands on the 16th day of April laſt paſt, and alſo the true particulars of all ſuch wares as the ſaid *T.* or any of his ſervants or aſſigns have received ſince the 16th day of April; and alſo the true particulars of all ſuch wares as he or they, or any of them, ſhall from time to time receive of or from the ſaid *W.* and alſo of all ſales and barters of ſuch wares as ſince the 16th of April have been made, and from time to time hereafter ſhall be, as the ſame have been and ſhall be truly ſold and put away for ready money, or upon days given; and of the very true days and times of payment agreed upon for ſuch wares; And alſo, that the ſaid *T.* his executors or adminiſtrators, ſhall and will from time to time, at the reaſonable requeſt of the ſaid *W.* his executors or adminiſtrators, make and yield up unto him or them, a true account in writing, as well of all the ſaid wares remaining in his hands the 16th of April, as of ſuch wares of the ſaid *W.* as ſince that time have come to the hands, or hereafter ſhall come to the hands of the ſaid *T.* or of any other by his appointment or means; And alſo to whom, and for what price and prices, and how and upon what days or times of payment, the ſame, and every of them, have been, or ſhall be from time to time ſold and uttered, and what ſo do or ſhall remain unſold; and all ſuch of the ſaid wares as ſhall remain unſold, or ſhall not be ſold to and for the uſe, benefit and profit of the ſaid *W.* his executors or adminiſtrators, at the time of ſuch account to be made, or at the time of the death of the ſaid *T.* if he ſhall fortune to die poſſeſſed of any ſuch ware at the time of his death,

ſhall

ſhall and will well and truly deliver, or cauſe to be delivered, to the ſaid *W.* his executors or adminiſtrators, ſafe, and in as good condition as he received the ſame, or elſe ſhall ſatisfy and pay unto the ſaid *W.* his executors or adminiſtrators, the true price and value of the ſame and every of them. **In witneſs**, *&c.*

*(Newnam.)*

*Agreement between the Father of an Apprentice and the Maſter (a Merchant) that after five Years are expired the Apprentice ſhall go abroad as Factor, and have a Share of Profits, during the Reſidue of his Apprenticeſhip.*

**Articles of Agreement** indented, *&c.* **Between** *R. K.* of, *&c.* of the one part, and *E. P.* of the other part, as follows, that is to ſay;

Recital of indentures of apprenticeſhip.

**WHEREAS** the ſaid *R. K.* hath taken *W. P.* ſon of the ſaid *E. P.* to be his apprentice in his trade and buſineſs of a merchant, for ſeven years, commencing from the ——— as by his indentures of apprenticeſhip, bearing date, *&c.* relation, *&c.* **And whereas**, in conſideration of the ſaid *R. K.*'s taking the ſaid *W. P.* to be his apprentice, and of the ſeveral agreements, matters and things by and on the part of the ſaid *R. K.* to be done and performed as herein after is expreſſed, the ſaid *E. P.* hath, at or before ſealing hereof, paid unto the ſaid *R. K.* the ſum of ——— pounds the receipt, *&c.* **Now thereſore theſe Preſents witneſs**, that it is agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. K.* for himſelf, his executors and adminiſtrators, in conſideration of the ſaid ſum of ——— pounds ſo to him paid as aforeſaid, doth covenant, promiſe and agree to and with the ſaid *E. P.* his executors, adminiſtrators and aſſigns by theſe preſents, as follows ; (that is to ſay) That immediately after the expiration of five years of the ſaid term of the ſaid *W. P.*'s apprenticeſhip, or ſome time ſooner, if an opportunity offers of placing him advantageouſly, he the ſaid *R. K.* will, with the conſent and liking, and at the charge of the ſaid *W. P.* ſend him abroad as a factor or merchant, to ſome place beyond the ſeas, where the ſaid *R. K.* trades or correſponds; and that he ſhall be and go recommended by the ſaid *R. K.* to the perſon who ſhall then be his factor or correſpondent (if he ſhall then have any ſuch) at the place to which he ſhall be ſo ſent, with whom the ſaid *W. P.* is to continue for the ſpace of one year, from his arrival there, in order to learn the language of the place, and to qualify himſelf for buſineſs; and that during the ſaid one year he ſhall be provided with neceſſary lodging and diet, at the charge of the ſaid *R. K.* and that he the ſaid *W. P.* ſhall immediately after the expiration of the ſaid one year, be received, joined and taken in partnerſhip with ſuch perſon to whom he ſhall be ſo ſent, and go recommended as aforeſaid: **And** that as well during the then reſidue of the ſaid term of his apprenticeſhip, as after the expiration thereof, he ſhall have, receive and enjoy one full moiety, or half part of the profits and advantages of factorage and commiſſions, ariſing by the trade and buſineſs of the ſaid *R. K.* or any of his friends that he can recommend at ſuch place whither he ſhall be ſo ſent, according to the cuſtom of the ſaid place, during the time as the ſaid perſon with whom he ſhall be ſo joined in partnerſhip, and the ſaid *W. P.* ſhall both continue in the ſaid place: **And** in caſe ſuch his partner ſhall leave the place, or that the ſaid *R. K.* ſhall have no factor at the ſaid place at the time of the ſaid *W. P.*'s arrival there; that then after the expiration of the ſaid one year from the arrival of the ſaid *W. P.* at the place to which he ſhall be ſo ſent as aforeſaid, as well during the then reſidue of the ſaid term of his apprenticeſhip, as after the expiration thereof, for ſo long as he ſhall continue at the place, and behave himſelf as he ought to do, and no other perſon ſhall be joined with him therein by the ſaid *R. K.* (which he reſerves a liberty to do, if he ſhall think fit,) he the ſaid *W. P.* ſhall have and enjoy the whole profits and advantage of factorage or commiſſions ariſing by the trade and buſineſs of the ſaid *R. K.* and any of his friends that he can recommend at ſuch place whether he ſhall be ſo ſent, according to the cuſtom of the ſaid place: **Provided** nevertheleſs, and it is declared and agreed by and between the ſaid parties, that the ſaid *R. K.* ſhall at any time or times have a liberty to join any other perſon in partnerſhip with the ſaid *W. P.* at the place to which he ſhall be ſo ſent as aforeſaid, in and for the one moiety of the profits of the ſaid factorage or commiſſions ariſing there by the trade and buſineſs of the ſaid *R. K.* or any of his friends that he can recommend as aforeſaid, as he ſhall think fit during the ſaid *W. P.*'s ſtay at the ſaid place. **And it is hereby agreed** by and between the ſaid parties, that from the expiration of the ſaid one year after the arrival of the ſaid *W. P.* at the place to which he ſhall be ſo ſent as aforeſaid, he is to maintain himſelf with his diet and lodging at his own charge: **And further**, that he the ſaid *R. K.* will at his own charge, at any time after the expiration of the ſaid term of ſeven years, upon the requeſt of the ſaid *W. P.* make or cauſe the ſaid *W. P.* to be made free of the Levant, Muſcovia and Eaſtland companies: **And the ſaid** *E. P.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree, to and with the ſaid *R. K.* his executors, adminiſtrators and aſſigns, that he the ſaid *E. P.* his executors and adminiſtrators, will at his own charge pay and diſcharge the duty or ſum of money charged, payable and to be paid by virtue of a late act of parliament for laying rates upon monies given with clerks and apprentices, for and in reſpect of the ſaid ſum of ——— ſo paid to the ſaid *R. K.* as aforeſaid, and ſhall and will likewiſe, during the ſaid term of ſeven years, find and provide unto and for the ſaid *W. P.* all his wearing apparel whatſoever, and will indemnify the ſaid *R. K.* his executors and adminiſtrators therefrom, and from every of them. **And laſtly**, it is declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. K.* doth hereby for himſelf his executors and adminiſtrators, covenant and agree to and with the ſaid *E. P.* his executors and adminiſtrators, that in caſe the ſaid *R. K.* ſhall happen to depart this life before the ſaid *W. P.* ſhall be ſent abroad, as aforeſaid, and be actually ſettled in the buſineſs of the ſaid *R. K.* either in partnerſhip or by himſelf, ſo as to receive or be intitled to the profits thereof, or part thereof, in ſuch manner as before is mentioned, that then and in ſuch caſe the executors or adminiſtrators of the ſaid *R. K.* ſhall and will return and repay unto the ſaid *E. P.* his executors adminiſtrators or aſſigns ——— of the ſaid ——— ſo paid to the ſaid *R. K.* as aforeſaid, within ſix months after ſuch his deceaſe; but in caſe of the deceaſe of the ſaid *W. P.* at any time during the ſaid term of his apprenticeſhip, the ſaid *R. K.* his executors or adminiſtrators is and are not to return and pay back the ſaid ——— or any part thereof in anywiſe; any law or cuſtom to the contrary notwithſtanding. **In witneſs**, &c.

Covenant that after five years the maſter will ſend the apprentice abroad as factor, *&c.*

And that he ſhall have a moiety of profits.

Maſter may join a partner with him.

Diet.

Freedom of companies.

Father of apprentice to pay duty on apprenticeſhip, and find his ſon clothes.

What conſideration money to be repaid in caſe of death.

*Articles of Clerkſhip with an Attorney and Solicitor.*

**Articles of Agreement** indented, had, made, concluded and agreed upon this 10th day of May, in the 19th year, *&c.* and in the year of our Lord 1779, **Between** *Aaron How* of, *&c.* Gentleman, of the one part, and *John Smith* of, *&c.* in the county of Middleſex, Gentleman, and *John Roe* (ſon in-law of the ſaid *John Smith*) of the other part, as follows:

The father covenants for the ſon's ſervice,

**FIRST,** The ſaid *J. S.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *A. H.* his executors, adminiſtrators and aſſigns, in manner and form following, that is to ſay, that for and in conſideration of the ſaid *A. H.*'s acceptance of the ſaid *J. R.* into his ſervice as his clerk, and the ſum of one hundred and thirty-ſeven pounds in hand paid to him by the ſaid *J. S.* the receipt of which ſaid ſum the ſaid *A. H.* doth hereby acknowledge, and of the covenants and agreements herein after theſe preſents mentioned on the part and behalf of the ſaid *A. H.* his executors and adminiſtrators, to be performed, fulfilled and kept, he the ſaid *J. R.* ſhall and will well, faithfully and diligently ſerve him the ſaid *A. H.* after the manner of a clerk, in the practice and profeſſion that he the ſaid *A. H.* now uſeth of an Attorney in his Majeſty's court of ——— at Weſtminſter, and as Attorney and Solicitor in other courts, from the day of the date hereof, for and during the term of five years from thence next enſuing, and fully to be complete and ended; and that without the wilful or negligent cancelling, obliterating, ſpoiling, loſing, imbeziling, lending, ſpending or making away with any of the books, papers, deeds, writings, monies or other goods or chattels of the ſaid *A. H.* his executors or adminiſtrators, or of any other perſon or perſons, committed to the cuſtody or care of the ſaid *A. H.* or of the ſaid *J. R.*'s as his clerk. **And further,** he the ſaid *J. S.* his executors or adminiſtrators, ſhall and will from time to time, and at all times hereafter, during the ſaid term of five years, at his and their own proper coſts and charges, find and provide to and for the ſaid *J. R.* all manner of apparel, both linen and woollen, fit for his uſe, and alſo waſhing during the ſaid term; **And the ſaid** *J. R.* doth hereby promiſe and agree to ſerve the ſaid *A. H.* during the ſaid term, and in manner as above ſpecified: **And alſo** the ſaid *J. S.* ſhall and will, within the time appointed by act of parliament, pay to his Majeſty's revenue of the ſtamp-duties, the tax or duties impoſed upon monies given with clerks and apprentices, and indemnify and ſave harmleſs the ſaid *A. H.* his executors and aſſigns, of and from the ſaid duties in every reſpect. **In Conſideration** of which true and faithful ſervice to be performed and done by the ſaid *J. R.* and of the performance of the covenants and agreements herein before ſpecified, according to the true intent and meaning of theſe preſents, **he** the ſaid *A. H.* for himſelf, his executors, adminiſtrators and aſſigns, **doth,** covenant, promiſe and agree, to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns by theſe preſents, in manner and form following, that is to ſay, That he the ſaid *A. H.* ſhall and will, during the ſaid term, find and provide to and for the ſaid *J. R.* good, ſufficient and convenient diet and lodging; **And alſo** ſhall and will by the beſt means he can (according to the beſt of his ſkill and knowledge) teach and inſtruct him the ſaid *J. R.* in the practice, buſineſs and profeſſion of an Attorney and Solicitor in any of his Majeſty's courts at Weſtminſter, or elſewhere; **And** ſhall and will at the expiration of the ſaid term uſe the beſt means and endeavours, at the requeſt, coſts and charges of the ſaid *J. R.* to cauſe and procure him the ſaid *J. R.* to be admitted and ſworn an Attorney of his Majeſty's ſaid court of ——— or ſuch other of his Majeſty's courts of Weſtminſter, as the ſaid *J. R.* ſhall think fit to be admitted an Attorney of; **And the ſaid** *A. H.* for himſelf, his executors and adminiſtrators, doth hereby promiſe and agree to and with the ſaid *J. S.* his executors and adminiſtrators, that he the ſaid *A. H.* ſhall not within the time or term of five years, as aforeſaid, aſſign the ſaid *J. R.* to any Attorney or to any other perſon or perſons whatſoever, without the knowledge, conſent and approbation of the ſaid *J. S.* his executors and adminiſtrators, or the direction of the preſent Judges or any ſucceſſive Judge or Judges of the ſaid court of ——— ſome or one of them, during the ſaid term; **And the ſaid** *A. H.* for himſelf, his executors and adminiſtrators, doth further covenant, promiſe and agree to and with the ſaid *J. S.* his executors and adminiſtrators, that in caſe the ſaid *A. H.* ſhall die before the expiration of the ſaid term of five years, the executors or adminiſtrators of the ſaid *A. H.* ſhall pay or cauſe to be paid to the ſaid *J. S.* or to ſuch perſon or perſons as ſhall be agreed of to take and accept of the ſaid *J. R.* as his or their clerk for the reſidue of the ſaid term, in manner following, or that in caſe the ſaid *A. H.* ſhall die before the expiration of the firſt year of the ſaid term, then the executors or adminiſtrators of the ſaid *A. H.* ſhall within one month next after pay or cauſe to be paid the ſum of one hundred and five pounds in manner as aforeſaid; and in like manner before the expiration of the ſecond year, the ſum of eighty-five pounds; and in like manner before the expiration of the third year, the ſum of ſixty-five pounds; and in like manner before the expiration of the fourth year, the ſum of forty-five pounds; and in like manner before the expiration of the fifth year, the ſum of twenty-five pounds, according to the true intent and meaning of theſe preſents; any thing herein contained to the contrary in any wiſe notwithſtanding: **And** for the true performance of all and ſingular the reſpective covenants and agreements above mentioned, they the ſaid *J. S.* and *A. H.* do bind themſelves and their ſeveral heirs, executors and adminiſtrators, each to the other of them, in the penal ſum of one hundred pounds, *&c.* of, *&c.* firmly by theſe preſents. **In witneſs,** *&c.*

and to find him cloaths, waſhing, *&c.*

The Clerk agrees to ſerve, the father to pay for ſtamping articles, and indemnify the maſter therefrom.

The maſter to find victuals, drink, *&c.* for his clerk.

and teach him, *&c.*

and endeavour to procure his admittance.

Not to aſſign him without the father's conſent, *&c.*

And that his executors, *&c.* ſhall refund in caſe of his death.

Penalty.

*(Morgan.)*

*Articles of Clerkſhip, where a Clerk (his firſt Maſter being dead) puts himſelf Clerk to another for the Reſidue of his Term.*

**WHEREAS** by articles, *&c. (Recite the articles).* **And whereas** the ſaid *E. W.* ſerved the ſaid *J. B.* as his Clerk for the term or ſpace of, *&c.* and he the ſaid *J. B.* then dying, the ſaid recited articles, as to the reſidue of the ſaid term of five years ſervice of Clerkſhip to the ſaid *J. B.* is now become void and determined: **And whereas** the ſaid *E. W.* has, on the day of the date hereof, the term of,

of, &c. to ſerve, (being the reſidue of his ſaid term of five years Clerkſhip), the reſidue of which term of five years he the ſaid *E. W.* hath agreed to ſerve with the ſaid *A. S.* and that he the ſaid *E. W.* will find himſelf with all neceſſaries during the ſaid term, in ſuch manner as herein after mentioned: **Now theſe Preſents witneſs**, That he the ſaid *E. W.* (in purſuance of his ſaid recited agreement, and to the intent that he by his full ſervice of five years Clerkſhip may be qualified to be ſworn, and act as one of the Solicitors of the ſaid Court of Chancery,) doth for himſelf, his executors and adminiſtrators, covenant with the ſaid *A. S.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner as follows, *viz.* That he the ſaid *E. W.* ſhall and will ſerve the ſaid *A. S.* as his Clerk, from the day of the date hereof, for and during the ſaid term of one year, (being the reſidue of his ſaid term of five years Clerkſhip,) if they the ſaid *A. S.* and *D. W.* ſhall both ſo long live, and that the ſaid *E. W.* during the reſidue of his ſaid term of Clerkſhip, ſhall and will in all reſpects, to the beſt of his power and ability, ſerve the ſaid *A. S.* as his Clerk, and all and every his lawful commands obey and perform, as a good Clerk ought to do; **And alſo** that he the ſaid *E. W.* during all the reſidue of his ſaid term of five years Clerkſhip, ſhall and will at his own charge find and provide himſelf with meat, drink, waſhing, lodging, and all other neceſſaries; and that he the ſaid *A. S.* ſhall and will at all times be and is hereby abſolutely freed from and diſcharged therefrom. **And theſe Preſents further witneſs**, That he the ſaid *A. S.* (in purſuance of his ſaid recited agreement, and in conſideration of ſuch ſervice of him the ſaid *E. W.* as his Clerk as aforeſaid,) doth hereby for himſelf, his executors and adminiſtrators, covenant with the ſaid *E. W.* his executors and adminiſtrators, that, &c. **In Witneſs**, &c.

*An Agreement that on finiſhing the Building of two Houſes to grant a Leaſe of a Piece of Ground, and the Builder is to lay out in ſuch Buildings a certain Sum, of which he is to produce a juſt Account.*

**Articles**, &c. **Between** *J. L.* of, &c. Gentleman, of the one part, and *J. H.* Citizen and Joiner of London, of the other part.

**FIRST**, The ſaid *J. L.* for and in conſideration of the rents, covenants, conditions and agreements, to be paid, done and performed on the part and behalf of the ſaid *J. H.* as herein after mentioned, **Doth** by theſe preſents for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. H.* his executors, adminiſtrators and aſſigns, in manner following, *viz.* That he the ſaid *J. L.* his heirs or aſſigns ſhall and will, at or upon the erecting, building, completing and finiſhing of two meſſuages or tenements in and upon the ground and premiſes hereafter mentioned, or within twenty days next afterwards, at the requeſt, coſts and charges in the law, of the ſaid *J. H.* make and execute unto him the ſaid *J. H.* or to ſuch other perſon as he ſhall appoint, a good and ſufficient leaſe, whereby he the ſaid *J. L.* his heirs or aſſigns ſhall demiſe and let unto the ſaid *J. H.* or his aſſigns, **All that** piece or parcel of ground, ſituate, lying and being on the weſt ſide of B. Field, in the pariſh of S. in the county of M. containing in breadth or front from north to ſouth ——— feet or thereabouts, little more or leſs, and in depth from eaſt to weſt ——— feet or thereabouts, be the ſame little more or leſs, abutting eaſt upon B. Field aforeſaid, and is bounded weſt, north and ſouth, upon or by lands, meſſuages or tenements, belonging to, or of the eſtate of or in the tenure, occupation or poſſeſſion of *J. T.* his undertenants or aſſigns; **To hold** to the ſaid *J. H.* his executors, adminiſtrators or aſſigns, from ——— day next enſuing the date hereof, for and during, and unto the full end and term of ſixty-one years from thence next enſuing, and fully to be complete and ended; **Yielding and paying** therefore unto the ſaid *J. L.* his heirs or aſſigns, for the firſt year of the ſaid term the rent of a pepper-corn, if the ſame ſhall be lawfully demanded, and for the laſt ſixty years, remainder of the ſaid term of ſixty-one years, the yearly rent or ſum of three pounds, payable quarterly, and that free and clear of all manner of taxes and aſſeſſments whatſoever charged or to be charged by authority of king and parliament, or otherwiſe howſoever, on the four moſt uſual feaſts or days of payment of rent in the year, that is to ſay, &c. **In** which leaſe or demiſe ſhall be contained uſual covenants, as well on the part and behalf of the leſſor as leſſee; he the ſaid *J. H.* his aſſigns, duly executing a counterpart of ſuch leaſe. **And the ſaid** *J. H.* in conſideration of ſuch leaſe as aforeſaid, doth covenant, promiſe and agree, to and with the ſaid *J. L.* his heirs and aſſigns, that he the ſaid *J. H.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will, by, or before the feaſt of, &c. next enſuing the date of theſe preſents, lay out, diſburſe and expend the full ſum of one hundred and twenty pounds of, &c. in the erecting, building, ſetting up and finiſhing in a good and workman-like manner, two new good and ſufficient meſſuages, tenements or dwelling-houſes, in and upon the ſaid piece or parcel of ground hereby agreed to be demiſed and leaſed as aforeſaid, of ſuch proper dimenſions, and with ſuch conveniences and neceſſaries as ſhall be requiſite and fitting, and ſhall and will within fourteen days next after the ſaid ——— day of ——— next enſuing, give and render unto the ſaid *J. L.* his heirs or aſſigns, a true account in writing under his hand for what ſhall have been by him the ſaid *J. H.* his executors, adminiſtrators or aſſigns, ſo laid out in building of the ſaid two meſſuages or tenements, for the evidencing that the ſaid ſum of one hundred and twenty pounds at leaſt, ſhall have been actually laid out and expended according to the true intent and meaning of theſe preſents; **And alſo** that he the ſaid *T. B.* on the making of ſuch leaſe to him as aforeſaid, ſhall then duly execute a counter-part thereof; **And** for the true performance, &c. *(Penalty.)* **In witneſs**, &c.

Covenant that on finiſhing a building,

to make a leaſe of a piece of ground.

Habendum.

Reddendum.

Covenant to lay out 120l. in building two houſes,

and to give in a true account of ſo much at leaſt being expended.

Penalty.

*(Wood.)*

*An*

*An Agreement for building a Houſe according to a Plan annexed, and with ſuch Materials as ſhall be found by the Owner of the Houſe.*

AN Agreement made this 20th day of May, in the year of our Lord 1779, Between *A. B.* of, *&c.* and *C. D.* of, *&c.* in manner and form following, The ſaid *C. D.* for the conſiderations herein after mentioned, doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *C. D.* or his aſſigns, ſhall and will within the ſpace of ——— next after the date hereof, in good and workman-like manner, and according to the beſt of his art and ſkill, at ——— well and ſubſtantially erect, build, ſet up and finiſh one houſe or meſſuage according to the draught or ſcheme hereunto annexed, of the dimenſions following, *viz.* ———and to compoſe the ſame with ſuch ſtone or brick, timber, and other materials, as the ſaid *A. B.* or his aſſigns, ſhall find and provide for the ſame; In Conſideration whereof the ſaid *A. B.* doth for himſelf, his executors and adminiſtrators, covenant and promiſe to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, well and truly to pay or cauſe to be paid unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, the ſum of —— of lawful Britiſh money, in manner following (that is to ſay) ——— pounds, part thereof at the beginning of the ſaid work, ——— pounds more, another part thereof, when the ſaid work ſhall be half done, and the remaining ——— pounds in full for the ſaid work, when the ſame ſhall be completely finiſhed: And alſo that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will, at his and their own proper expence, find and provide all the ſtone, brick, tile, timber, and other materials neceſſary for making and building of the ſaid houſe. And for the performance of all and every the articles and agreements above mentioned, the ſaid *A. B.* and *C. D.* do hereby bind themſelves, their executors, adminiſtrators and aſſigns, each to the other, in the penal ſum of ——— firmly by theſe preſents. In witneſs, *&c.*

Covenant to build.

To pay for the ſame.

The owner to find materials.

Penalty.

*(James.)*

*Agreement for pulling down an old Houſe and building a new one.*

Articles of Agreement, Between *John Fry* and *Richard Cook*, as follows.

FIRST, the ſaid *R. C.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *J. F.* his, *&c.* by, *&c.* in manner and form following, that is to ſay, that he the ſaid *R. C.* his, *&c.* or ſome of them, for the conſideration hereafter mentioned, ſhall and will forthwith take down the now dwelling-houſe of the ſaid *J. F.* ſituate, *&c.* and in the room thereof ſhall make, erect, build and ſet up one new tenement or dwelling-houſe, to be forty feet wide and fifty feet long, together with a cellar of the ſame length and breadth, and ſhall alſo make four rooms on each floor, and ſhall find and provide at his own proper coſts and charges, all and all manner of tiles, bricks, laths, nails, lead, iron, ſand and lime, and all other material whatſoever, which ſhall be fit and neceſſary to be uſed in or about the ſaid building, and ſhall carry away all rubbiſh whatſoever which ſhall ariſe by reaſon of the ſaid building; and ſhall and will in all things well and workman-like erect, ſet up and finiſh the ſaid building at or before the 10th day of March next enſuing the date hereof. In Conſideration of which ſaid building, ſo to be done and finiſhed in manner and form aforeſaid, the ſaid *J. H.* for himſelf, his, *&c.* doth covenant, *&c.* *(to pay for the building as in others.)* In witneſs, *&c.*

*Agreement that as ſoon as a Leaſe is obtained of Lands, the Premiſes ſhall be divided, ſubject equally to the Conditions of the Leaſe.*

Articles of Agreement of four parts, made, *&c.* Between *Thomas Jones*, of, *&c.* of the firſt part, *Thomas Cook*, of, *&c.* of the ſecond part, *John Cook*, of, *&c.* of the third part, and *Francis Moore*, of, *&c.* of the fourth part, as follows.

WHEREAS application has been made to, *&c.* for a leaſe of about ——— acres of land, in the county of L. to be granted to all the ſaid parties to theſe preſents; Now theſe Preſents witneſs, and it is covenanted, *&c.* by and between all the ſaid parties to theſe preſents, that the ſaid leaſe and premiſes hereby demiſed, is and ſhall be for the equal benefit of all the ſaid parties, their executors, *&c.* and that within ——— days after the ſaid leaſe ſhall be ſo obtained, the ſaid lands, *&c.* ſo demiſed or intended, *&c.* ſhall be ſet out and divided into four equal parts or ſhares; and if ſuch parties cannot agree upon ſuch diviſion amongſt themſelves, then each party is to chooſe an indifferent perſon for him; and the ſaid four perſons ſo to be choſen, are to ſet out and divide the ſame into four equal parts and ſhares, and the ſaid parties to theſe preſents are to caſt lots amongſt themſelves, and each party is to hold and enjoy ſuch part or ſhare as ſhall be ſo allotted to him in ſeveralty, to the uſe of himſelf, his executors, *&c.* for and during ſuch term as ſhall be granted by ſuch leaſe, without the moleſtation or interruption of the other of them. Alſo it is further mutually covenanted and agreed, and the ſaid parties to theſe preſents do, for themſelves, *&c.* ſeverally covenant and agree to and with each other, that each of them ſhall and will bear, pay and diſcharge one equal fourth part of the fine to be paid to her Majeſty upon granting ſuch leaſe, and all ſuch charges and neceſſary expences as ſhall be paid and expended for procuring the ſame from and after the date of theſe preſents, for fees or otherwiſe; and alſo one equal fourth part of the yearly rent to be reſerved to, *&c.* upon ſuch leaſe. And laſtly, it is mutually covenanted and agreed, that each of the ſaid parties ſhall and will from time, *&c.* at his own coſts and charges, perform all the covenants to be contained in the leaſe, and pay and diſcharge all taxes, duties and impoſitions, ſo

Premiſes to be divided.

Charges to be borne equally, and rent.

Covenants in the leaſe to be performed.

ſo far as relates to the fourth part of the premiſes ſo by him enjoyed, ſo that the other parties, nor any or either of them, ſhall be, or may be in the leaſt prejudiced or damnified thereby; and that if any or either of the ſaid parties, or his or their executors, &c. ſhall receive any damage or by the default or neglect of any or either of the ſaid parties, contrary to the intent of theſe preſents, that then ſuch perſon ſhall make ſatisfaction to the perſon or perſons injured, within ——— after the ſame is demanded. In witneſs, &c.

Damage to any party to be repaired.

(*James.*)

*For keeping a new Chariot in repair for ſeven Years at* ——— *pounds* per annum.

Agreed, &c. Between *J. N.* of, &c. Coachmaker, of the one part, and *R. K.* of ——, of the other part, as follows, *viz.*

WHEREAS the ſaid *J. N.* in conſideration of the ſum of ——— in hand paid, and of an old chariot and harneſs delivered to him by the ſaid *R. K.* whereof the ſaid *J. N.* doth acknowledge the receipt, he hath ſold to the ſaid *R. K.* a new chariot and harneſs: Now theſe Preſents witneſs, that for the conſiderations hereunder mentioned, he the ſaid *J. N.* doth for himſelf, his executors and adminiſtrators, hereby covenant and agree to and with the ſaid *R. K.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. N.* his executors and adminiſtrators, at his and their own proper charge to be accounted, on notice or requeſt, ſhall and will from time to time, during the term of ſeven years from the date hereof, maintain, amend and keep the new chariot and harneſs ſo ſold to the ſaid *R. K.* in good and handſome order, repair and condition, and will, as often as occaſion ſhall require, find and provide new wheels for the ſaid chariot, with clouts, clout-nails, and greaſe for the ſame, and oil for the chariot and harneſs, when required, and once in every two months in the year, at leaſt, or oftener if required, one of the ſervants of the ſaid *J. N.* ſhall clean the ſame chariot and harneſs, and all things belonging to them, at the ſaid *R. K*'s coach-houſe in the L. And that he the ſaid *J. N.* will provide the ſaid *R. K.*'s coachman with bruſhes and ſponges to keep the ſame clean, and will do all other works and things for maintaining and keeping the ſaid chariot and harneſs in ſuch good order and repair as aforeſaid, during the ſaid term; except finding and providing new glaſſes, if they are at any time broke by any accident; or repairing or mending any hurt or damage which may happen to the ſaid chariot by being overturned, or other violence or accident; or making good any thing belonging to it, which may happen to be loſt or ſtolen therefrom at any time, but when the ſaid chariot or harneſs ſhall be at the houſe or in the cuſtody of the ſaid *J. N.* from which the ſaid *J. N.* his executors and adminiſtrators are to be exempted and diſcharged; And that he the ſaid *J. N.* if required by the ſaid *R. K.* at any time during the ſaid term, will at his like charge make ſteps to the doors of the ſaid chariot; In Conſideration of which ſaid works and things to be done as aforeſaid, he the ſaid *R. K.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *J. N.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. K.* his executors and adminiſtrators, ſhall and will yearly and every year, during the ſaid term of ſeven years, truly pay, or cauſe to be paid, unto the ſaid *J. N.* his executors, adminiſtrators or aſſigns, the ſum of —— of lawful, &c. In witneſs, &c.

(*Wood*).

*Agreement between the Maſter of a Ship and a Surgeon for a Voyage.*

Articles of Agreement indented, &c. Between *E. P.* &c. maſter of the good ſhip or veſſel called the O. of the one part, and *E. W.* &c. Surgeon, of the other part, as follows, (that is to ſay)

THE ſaid *E. P.* for the conſiderations here under mentioned, doth covenant, promiſe and agree, to and with the ſaid *E. W.* his executors and adminiſtrators, that the ſaid *E. P.* ſhall and will, at the ſaid ſhip's charge, find, provide and allow unto and for the ſaid *E. W.* in the ſaid ſhip or veſſel, during her intended voyage to C. in ——, and thence to J. his lodging in the cabin belonging to the Surgeon, and likewiſe his diet, and all other accommodations fitting for his paſſage in the ſaid intended voyage; In Conſideration whereof the ſaid *E. W.* doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *E. P.* his executors and adminiſtrators by theſe preſents, as follows; that is to ſay, that he the ſaid *E. W.* ſhall and will during the ſaid intended voyage, at his own coſts and charges, find, provide and allow unto and for the ſaid *E. P.* and all other the ſhip's company taken in at E. all ſuch medicines in phyſic and ſurgery, as ſhall be proper and needful during the ſaid intended voyage, and according to the beſt and utmoſt of his ſkill and knowledge, adminiſter and apply the ſame. And it is agreed by and between the ſaid parties for themſelves, their heirs, executors and adminiſtrators, that what paſſengers and ſervants the ſaid *E. P.* ſhall take in and ſhip at J. ſhall be ſupplied with medicines out of the cheſt of medicines belonging to the ſaid ſhip or veſſel, but the ſaid *E. W.* ſhall and will adminiſter and apply the ſame as need ſhall require. And further that the ſaid *E. W.* for the conſiderations aforeſaid, ſhall and will at his own coſts and charges, upon the ſaid ſhip's arrival at J. during her continuance there, find, provide, and allow unto and for the ſaid *E. P.* and the ſaid ſhip's company ſhipt at E. as aforeſaid, all ſuch medicines in phyſick and ſurgery as ſhall be proper and needful, and adminiſter and apply the ſame, ſo as the ſame do not exceed ——— weeks after her arrival there; but it is agreed, that if the ſaid ſhip ſhall continue and abide at J. longer than the ſaid ——— weeks, in ſuch caſe the ſaid *E. P.* and the ſhip's company ſhipt at E. as aforeſaid, are to be, and ſhall be furniſhed and ſupplied with medicines out of the cheſt of medicines belonging to the ſaid ſhip or veſſel, and the ſaid *E. W.* is only to adminiſter and apply the ſame. (*Penalties may be added.*) In witneſs, &c.

Covenant that the maſter ſhall find the ſurgeon with lodging, &c.

Covenant that the Surgeon ſhall find the ſhip's company with medicines, &c. and apply the ſame during the voyage. The medicines to be taken out of the cheſt belonging to the ſhip. And that the Surgeon ſhall adminiſter phyſick for ſome time after the ſhip's arrival.

(*Wood.*)

*Agreement for Freight of Goods to a Place, and the Maſter to ſell them for the Purchaſe of other Goods which he is to bring Home.*

THIS Indenture made, &c. Between. *R.* &c. maſter of the good ſhip or veſſel called the P. burthen about —— tons, now at, &c. bound out on a voyage to O. and thence to return to the port of L. of the one part, and A. of, &c. of the other part, Witneſſeth, that the ſaid maſter for the conſiderations hereafter mentioned, doth hereby let unto the ſaid merchant tonnage in the ſaid ſhip, for her intended voyage, and the ſaid merchant hath hired the ſame as hereunder is mentioned: And thereupon the ſaid maſter doth hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant and agree to and with the ſaid merchant, his executors, adminiſtrators and aſſigns, that the ſaid maſter ſhall and will receive on board the ſaid ſhip, all ſuch goods as the ſaid merchant ſhall lade, or tender to be laden aboard her outwards, before the ſaid ſhip's departure from G. outwards, not exceeding ——— tons of the ſaid ſhip's tonnage, and that the ſaid maſter will, on the ſaid ſhip's arrival at C. aforeſaid, ſell and diſpoſe of the ſaid goods, which the ſaid merchant ſhall ſo lade on board the ſaid ſhip, in the purchaſing and buying of ——— for the ſaid merchant, or as much as can be bought and purchaſed for ſaid goods, or otherwiſe in the purchaſing of ——— if no ——— can be gotten according to the orders of the ſaid merchant, and for his moſt advantage to the beſt of the ſkill and judgment of the ſaid maſter; and that the ſaid maſter will take and lade aboard the ſaid ſhip at O. aforeſaid, all ſuch ——— or ——— which ſhall be ſo bought and purchaſed with or for the ſaid goods, which ſhall be laden aboard the ſaid ſhip, by the ſaid merchant outwards, as aforeſaid, within the time of the ſaid ſhip's ſtay at O. aforeſaid, and within ——— days after the ſhip's arrival at L. ſhall and will deliver, or cauſe all the ſaid ——— at ——— to be purchaſed, and laden on board the ſaid ſhip as aforeſaid, to be delivered to the ſaid merchant, his executors or aſſigns, (wind and weather, &c.) And the ſaid merchant, for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid maſter, his executors, adminiſtrators and aſſigns, that he the ſaid merchant, his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid maſter, his executors or aſſigns, freight for all ſuch goods which ſhall be bought and purchaſed with the ſaid merchant's outward goods, laden on board the ſaid ſhip, and delivered to the ſaid merchant, in the river of Thames, at and after the rates following, *viz.* at and after the rate of ——— pounds of lawful, &c. *per* ton, for every ton of Orchella weed, at and after the rate of ——— of like lawful money *per* ton for every ton of ——— which the ſaid ſhip ſhall import, and deliver to the ſaid merchant, his executors and aſſigns, at the port of L. and proportionably for a leſſer quantity than a ton, accounting two thouſand weight neat, at the King's beam at the Cuſtom-houſe of L. to a ton; and of two pipes, or four hogſheads to the ton, and will pay the ſaid monies, to grow due as aforeſaid. (*Penalty.*) In Witneſs, &c.

Tonnage let.

Covenant that the maſter will receive goods on board, and diſpoſe thereof on his arrival at C. for other goods which he ſhall take on board and deliver to the merchant at L.

Covenant that the merchant will pay freight.

(*Wood.*)

*An Agreement for the digging and making a River navigable.*

Articles, &c. Between *A.* and *B.* of the one part, and *C.* of the other part.

FIRST, The ſaid *A.* and *B.* (for the conſiderations hereafter mentioned) Do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors and adminiſtrators, covenant with the ſaid *C.* his executors, &c. in manner as follows, *viz.* That they the ſaid *A.* and *B.* or one of them, at their own proper coſts and charges, ſhall and will before the ——— next, in a good, complete and workmanlike manner, cut, dig, cleanſe and make navigable the river running from G. J. bridge to B. in the county of E. for the full length of three hundred rods, in manner as follows, (*viz.*) The top edge or brink of the ſaid river, from the ſaid bridge, and for the length aforeſaid, ſhall be from ſide to ſide at leaſt twenty-ſix feet; and the ſaid river at the bottom thereof, from the ſaid bridge, and for the length aforeſaid, ſhall be at leaſt ſixteen feet wide, and to at leaſt five feet deep at every middling nip-tide; And that the ſaid *A.* and *B.* or one of them, at their like charge, within the time aforeſaid, ſhall and will, with part of the earth or ſoil, which ſhall be dug in making the ſaid river navigable, fill up and ſtop, in a good and proper manner, the old river there now running from the ſaid bridge; And alſo ſhall and will, at their like charge, within the time aforeſaid, carry and lay other part of the ſaid earth and ſoil, which ſhall be dug near the ſaid bridge, upon a piece of waſte ground there, where a wharf is intended to be made, at two rods and a half from the ſide of the ſaid intended navigable river; And alſo ſhall and will throw and lay the reſidue of the ſaid earth and ſoil, to be ſo dug as aforeſaid, at leaſt four feet and a half from the edge or brink of the ſaid intended navigable river, on which ſide thereof the ſame ſhall be thought moſt convenient: In Conſideration of which ſaid river to be compleatly dug and made navigable, by them the ſaid *A.* and *B.* and of their carrying, laying and throwing the earth thereof at their charge, within the time and in manner aforeſaid, He the ſaid *C.* for himſelf, his heirs, executors and adminiſtrators, Doth hereby covenant to and with them the ſaid *A.* and *B.* their executors, adminiſtrators and aſſigns, in manner as follows, (*viz.*) That he the ſaid *C.* his executors, &c. ſhall and will well and truly pay, or cauſe to be paid, unto them the ſaid *A.* and *B.* their executors, &c. on or before the ſaid ——— day of ———, the ſum of twenty ſhillings of, &c. for every rod which ſhall be by them ſo cut, dug and cleanſed, for the making the ſaid intended river navigable in manner as aforeſaid; And alſo that he the ſaid *C.* at his charge, ſhall and will forthwith provide and deliver to them the ſaid *A.* and *B.* or one of them, twenty new, ſtrong, ſtout, good elm planks, and ninety deal boards, to be by them uſed for and towards making the ſaid river navigable, and for doing and performing the other works aforeſaid; And laſtly, for the true performance of the ſeveral and reſpective covenants and agreements herein before contained, on the parts of each of them the ſaid *A.* *B.* and *C.* to be done and performed in manner as aforeſaid,

Agreement to dig, &c.

Covenants.

ſaid, they the ſaid *A. B.* and *C.* do hereby bind themſelves unto each other, and to the reſpective executors, adminiſtrators and aſſigns of each other, in the penal ſum of two hundred pounds a-piece, of, *&c.* firmly by theſe preſents. **In witneſs,** &c.

*(Jones.)*

*Agreement for Freight of Timber, purſuant to an Agreement with the Commiſſioners of the Navy.*

**Articles of Agreement,** &c. **Between** *John Say*, of, *&c.* Merchant, owner of the ſeveral ſhips or veſſels hereunder mentioned, of the one part, and *George Hoff*, of, *&c.* of the other part, as follows, (that is to ſay):

Recital of *C. H.*'s agreement, with the Commiſſioners of the Navy, to deliver timber at a certain place.

**WHEREAS** the ſaid *George Hoff* hath contracted with the Commiſſioners of his Majeſty's Navy, to deliver into his Majeſty's yard at Plymouth a parcel of timber of thick ſtuff, plank and knees, containing about ——— loads, on or before the, *&c.* which will be in the year, *&c.* **Now** the ſaid *John Say*, for the conſiderations hereunder mentioned, doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *George Hoff*, his executors and adminiſtrators, by theſe preſents, as follows, (that is to ſay,) That the ſeveral ſhips or veſſels hereafter mentioned, *viz.* the *A. B.* and *C.* Maſter, *(and ſo on as to the reſt)* and fitted and ready for ſervice hereunder mentioned, ſhall with all convenient ſpeed, after the date hereof, ſet ſail and depart from R. aforeſaid, and ſail and proceed directly to K. near the city of B. and ſhall there, *&c.* and take on board them ſeverally, all ſuch timber as the agents or aſſigns of the ſaid *George Hoff* ſhall lade or tender to be laden aboard each of the ſaid ſhips; and being ſo ſeverally laden, ſhall ſet ſail and depart from H. aforeſaid, and ſail and apply directly unto the King's Yard at Plymouth, and ſhall there make a right diſcharge and delivery of their reſpective lading unto ſuch officers of the ſaid yard as ſhall be appointed to receive the ſame; and that the ſaid veſſels, or ſuch one or more of them as ſhall be needful, or required by the ſaid *George Hoff*, ſhall with all convenient ſpeed, after ſuch their delivery and diſcharge at P. aforeſaid, ſail, go and return to H. as aforeſaid, and there receive and take aboard all the remainder of the ſaid timber, and being ſo laden, ſhall ſail to the King's Yard at P. and there make a right diſcharge and delivery thereof as aforeſaid, and end and finiſh their ſaid ſervice, (the dangers, *&c.* always excepted): **And further,** that neither the maſters of the ſaid ſeveral veſſels, or any of the ſailors or ſhips companies belonging to them, or any of them, or any other perſon or perſons whatſoever, by their or any of their order, means, privity or conſent, ſhall or will cut, ſaw, or otherwiſe prejudice, or ſuffer to be cut, ſawed or prejudiced, any pieces of the ſaid timber, or any part thereof, for the better conveniency of ſtowage, or any other reaſon whatſoever, but deliver the ſame to the yard at P. aforeſaid, entire, and in the ſame manner as they were laden and received on board the veſſels at H. aforeſaid: **In Conſideration whereof** the ſaid *George Hoff*, for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *John Say*, his executors and adminiſtrators, by theſe preſents, that he the ſaid *George Hoff*, his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *John Say*, his executors or adminiſtrators, or to his or their order in L. for the freight or hire of the ſaid ſhips, at and after the rate of, *&c. per* load for every load of the ſaid ſhip's timber, which ſhall be delivered at the King's Yard at P. aforeſaid, from all or any of the ſaid ſhips or veſſels reſpectively, according as the timber, which each veſſel ſhall carry and deliver, ſhall meaſure by the uſual way of meaſurement thereof, by the officers of the navy which the ſaid *George Hoff* is to be concluded by; and to pay the freight to grow due for the ſaid ſeveral ſhips, within ——— days after the delivery of each ſhip reſpectively: **And** that he the ſaid *George Hoff*, his, *&c.* ſhall and will, at his and their own charge, procure protections for a ſufficient number of men to ſail in the ſaid ſhips, during the time they ſhall be employed in the ſaid ſervice. **And it is hereby declared** and agreed between the ſaid parties, that in caſe any ſmall parcel of the ſaid timber ſhall at any time be refuſed, and not meaſured by the officers of the yard of P. aforeſaid, in ſuch caſe the ſaid *John Say*, his executors, adminiſtrators or aſſigns, are not to be paid, nor ſhall or will expect or demand any freight or conſideration for the carriage of any ſuch ſmall parcel of the ſaid timber, which ſhall be refuſed as aforeſaid. **And laſtly it is declared** and agreed by and between the ſaid parties, that the ſaid *John Say* is to have and ſhall take the benefit of the convoy, which the ſaid *George Hoff*, by agreement with the Commiſſioners of the Navy, is to have and be allowed, as other ſhips in the like ſervice have, and is uſual for the ſaid ſervice and voyage. *(A penalty may be added.)* **In witneſs,** &c.

Covenant for the ſhips to ſet ſail from R. to K. and there to take on board timber and carry the ſame to the king's yard, and that ſome of the ſhips ſhall fetch what timber remains.

And that none of the ſhip's crew ſhall cut or prejudice the timber, but deliver it as it was received.

Covenant to pay for the freight.

That *C. H.* ſhall procure protections for a ſufficient number of ſailors.

Declaration, that if any ſmall parcel of timber be refuſed to be meaſured, no freight of it ſhall be paid, and that *J. S.* is to have a convoy.

*(Long.)*

*Agreement for making Bricks at a certain Place, and to be delivered at a certain Time, for finiſhing Buildings.*

**Articles of Agreement** indented, *&c.* **Between** *James Way* of, *&c.* of the one part, and *Edward How* of, *&c.* of the other part, *viz.*

Covenant to make bricks.

**THE** ſaid *E. H.* for the conſiderations hereunder mentioned, doth hereby for himſelf, his executors and adminiſtrators, covenant, contract and agree, to and with the ſaid *J. W.* his executors, adminiſtrators and aſſigns, as follows, *viz.* That he the ſaid *E. H.* his executors, adminiſtrators, ſervants, workmen or aſſigns, ſhall and will within the ſpace of ſeven months, to be accounted from the date hereof, at his and their own proper coſts and charges, and with good and ſufficient materials, make, or cauſe to be made in the pariſh of, *&c.* for the ſaid *J. W.* of good, hard, well burnt and lawful bricks, to be all of them full four inches broad, full eight inches three-fourths long, and full two inches and a half thick when burnt off, and at his and their like charge deliver or cauſe the ſame to be delivered by ſuch parcels and quantities from time to time at the houſe of the ſaid *J. W.* at, *&c.* as the ſame ſhall be demanded, or occaſion ſhall require, for carrying on his building there; **In conſideration** whereof the ſaid *J. W.*

Covenant to find a place to dig the earth for and make the bricks upon, and to pay for the making.

*J. W.* for himſelf, his executtors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *E. H.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. W.* his executors, adminiſtrators or aſſigns, ſhall and will provide the ground and place wherein to dig the earth for, and to make the ſaid bricks upon, and alſo truly pay or cauſe to be paid unto the ſaid *E. H.* his executors, adminiſtrators or aſſigns, twelve ſhillings for every one thouſand of the ſaid bricks to be made and delivered as aforeſaid, *viz.* —— Part thereof, after the ſaid *E. H.* has dug three weeks in the ground towards making the ſaid bricks, and upon the ſaid *E. H.* and his ſon, *E. H. junior*, giving their ſecurity by bond for the ſame, till the value thereof ſhall be delivered of the ſaid bricks, to or for the ſaid *J. W.* as aforeſaid, and after the value of the ſaid ——— ſhall be ſo delivered in as aforeſaid, then he and they ſhall and will pay all the remainder of the ſaid money to grow due as aforeſaid, as the reſidue of the ſaid quantity of bricks ſhall be delivered in from time to time; and if after the ſaid quantities ſhall be ſo delivered, *J. H.* Bricklayer, and *J. D.* Carpenter, the workmen of the ſaid *J. W.* ſhall judge and declare the ſaid bricks to be *bona fide* worth of their goodneſs twelve ſhillings *per* thouſand, above the ſum before agreed and mentioned; then he the ſaid *J. W.* ſhall and will further pay the ſaid *E. H.* the ſaid twelve ſhillings *per* thouſand for every one thouſand of the ſaid bricks above the ſaid twelve ſhillings *per* thouſand, to be paid as aforeſaid, when all the ſaid quantity ſhall be made and delivered according to the true meaning of theſe preſents. *(Penalties.)* In witneſs, &c.

*An Agreement between ſeveral Tenants who have been ſerved with Declarations in Ejectment for Non-payment of Ground-rent, to depoſit their Proportions in one Tenant's Hands, that he may pay the ſaid Rent to prevent future Ejectments.*

Articles, &c. Between *A. B. C. D. E. F. &c.* (the ſeveral inhabitants of and living in the pariſh of R. in the county of S. and the ſeveral tenants of *D. D.*) of the one part, and *E. E.* (another inhabitant of the ſame pariſh, and alſo a tenant to the ſaid *D. D.*) of the other part.

Recitals.

WHEREAS *S. A.* deceaſed, in his life-time was ſeiſed and poſſeſſed of and in ſeveral ground-rents and hereditaments, ſituate, lying and being in the ſaid pariſh of R. and being ſo ſeiſed did, by his laſt will and teſtament in writing duly executed, give and deviſe the ſame to the ſaid *D. D.* and alſo did appoint the ſaid *D. D.* executor thereof, as by the ſaid will more fully may appear: And whereas the ſaid *S. A.* being ſince dead, he the ſaid *D. D.* hath duly proved the ſaid will, and taken upon him the execution thereof; and there being a year's ground-rent due and in arrear from all or moſt of the ſaid tenants above mentioned, he the ſaid *D. D.* did deliver to them ſeveral ejectments for the recovery thereof, and thereby put them to great charges, which arrear of ground-rent has been ſince paid, and all matters touching the ſame have been compromiſed and agreed: And whereas it is in the power of the ſaid *D. D.* (in caſe any of the tenants ſhall at any time hereafter make like default in payment of their reſpective ground-rents) to bring ejectments, and to enter and diſtrain for the ſame upon ſuch of the ſaid tenants as he ſhall think fit, notwithſtanding ſuch tenant or tenants ſhall have paid, or be willing to pay the ſame, which will prove a great damage and hardſhip on ſuch tenant or tenants: Now theſe Preſents witneſs, That to prevent any ſuch damage which from henceforth ſhall or may happen to any ſuch tenant or tenants, and to the intent that the ſaid ground-rent may from henceforth be duly and conſtantly paid, and no further trouble be had thereon, it is hereby unanimouſly covenanted, agreed and declared by and between all the parties to theſe preſents, and they the ſaid *A. B. C. D. &c.* the ſaid ſeveral before mentioned tenants, for themſelves ſeverally and reſpectively, and not jointly, and for their ſeveral and reſpective executors, adminiſtrators or aſſigns, do, and each of them doth covenant, promiſe grant and agree to and with each other of them by theſe preſents, in manner as follows, *viz.* That each of them the ſaid ſeveral tenants ſhall and will from henceforth yearly, *viz.* on or before the feaſt-day of ——— in every year yearly, out of each of their reſpective rents due and payable for each of their reſpective houſes, from time to time pay and depoſit into the hands of the ſaid *E. E.* his executors and adminiſtrators, the ſum of three ſhillings and three pence *per* pound, or thereabouts, being each of their proportionable parts or ſhares of and in the ſaid ground-rent: And that it ſhall and may be lawful to and for him the ſaid *E. E.* his executors, adminiſtrators and aſſigns, from time to time, to pay the ſame to the ſaid *D. D.* or to ſuch other perſon or perſons who for the time being ſhall be the ground landlord of the premiſes, and have right to receive the ſame: And further alſo, That if any of them the ſaid tenants ſhall neglect or refuſe to pay ſuch proportionable part of his or their ground-rent in manner as aforeſaid, and that if and in caſe any ejectment or diſtreſs ſhall at any time hereafter be brought or made for the ſame by the ground landlord for the time being, then and in every ſuch caſe it ſhall and may be lawful for every ſuch tenant or tenants, who ſhall be ſo diſtrained upon, to enter upon and make a like diſtreſs or diſtreſſes, or elſe to bring any action or actions for the ſame upon or againſt any of the ſaid tenant or tenants who ſhall ſo neglect or refuſe to pay ſuch his proportionable part in manner as aforeſaid. And the ſaid *E. E.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant and agree to and with each and every the reſt of them the ſaid ſeveral before mentioned tenants, and to and with each and every of their executors and adminiſtrators, by theſe preſents, in manner as follows, *viz.* That he the ſaid *E. E.* his, *&c.* ſhall and will yearly from time to time pay or cauſe to be paid to the ſaid *D. D.* or to ſuch other perſon or perſons for the time being of the ſaid premiſes, who ſhall have right to receive the ſame, as well the ſaid three ſhillings and three pence *per* pound, to be paid and depoſited to him as aforeſaid, according to the true intent of the before mentioned covenant for that purpoſe, as alſo his and their own like proportionable part of three ſhillings and three pence *per* pound; and thereof and therefrom ſhall ſave harmleſs and indemnified them the ſaid *A. B. &c.* their executors, adminiſtrators and aſſigns, and every of their goods, chattels, lands and tenements, of and from all actions, ſuits, troubles, diſtreſſes, coſts and charges whatſoever, which they, or any of them ſhall or may ſuſtain or be put unto for or by reaſon of his the ſaid *E. E.*'s not paying ſuch money, or any part thereof, to ſuch ground landlord or landlords. And for the true performance of all and every of the covenants, matters and things herein contained on the part of each party to be done and performed, each of them the ſaid parties for himſelf,

Covenants

to depoſit in the hands of *E. E.* 3s. 3d. *per* pound.

*E. E.* covenants to pay 3s. 3d. *per* pound to *D. D. &c.*

himſelf, his executors and adminiſtrators, doth hereby bind himſelf and herſelf unto the other of them, and unto the executors and adminiſtrators of the other of them, in the ſum of ——— of lawful money, firmly by theſe preſents. **In Witneſs**, &c.

*(Jones.)*

*Agreement for Sale of a new Ship, and for finiſhing the Hull and launching the ſame, &c. from the Shipwright to the Purchaſer.*

**Articles of Agreement** indented; &c. **Between** *J. T.* of the one part, and *J. J.* of ———, of the other part, as follows, to wit;

THE ſaid *J. T.* for the conſideration; and at the price to be paid to him by the ſaid *J. J.* as hereafter is expreſſed, doth hereby agree to ſell unto the ſaid *J. J.* the hull or body of a new ſhip or veſſel, lately built by the ſaid *J. T.* at his own charge, and now in his dock at R. aforeſaid, computed to be of the burthen of ——— tons, be the ſame more or leſs; **And** the ſaid *J. T.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *J. J.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. T.* his executors, adminiſtrators, workmen, ſervants or aſſigns, ſhall and will at his and their own charge, in ſubſtantial and workman-like manner, do and perform the ſeveral works in and about the ſaid hull of the ſaid ſhip, as follows; that is to ſay, &c. *(here inſert the works,)* and will find and provide a compleat ſuit of maſts and yards fitting for ſuch a ſhip, and will likewiſe do and perform all joiners work, painters work, glaziers work, plumbers work and all other works for the compleat finiſhing the ſaid hull or body of the ſaid ſhip, according to the cuſtom of the ſhipwrights of the river Thames, and will launch her in the river of Thames, and deliver her ſafe unto the ſaid *J. J.* his executors, adminiſtrators or aſſigns, on or before the, &c. **In Conſideration**, and for the purchaſe of which ſaid hull or body of the ſaid ſhip ſo agreed to be ſold, and of the ſeveral works and things to be done and performed as aforeſaid, the ſaid *J. J.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *J. T.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. J.* his executors, adminiſtrators or aſſigns, ſhall and will truly pay, or cauſe to be paid, unto the ſaid *J. T.* his executors, adminiſtrators or aſſigns, ſo much lawful money of, &c. as the ſaid ſhip at and after the rate of, &c. *per* ton for every ton, and proportionably for a leſſer quantity than a ton ſhall amount unto upon admeaſurement thereof, according to the rule and cuſtom of the ſhipwrights of the river Thames, in manner following, *viz.* ——— pounds part thereof, on the, &c. he the ſaid *J. T.* his executors or adminiſtrators, then and at the ſame time, or any time ſooner, at the requeſt of the ſaid *J. J.* his executors or aſſigns, executing and delivering a ſufficient bill of ſale of the ſaid hull of the ſaid ſhip, with her maſts, yards and appurtenances, unto the ſaid *J. J.* his executors, adminiſtrators or aſſigns, or to ſuch other perſon or perſons as he or they ſhall order and appoint. *Penalties.* **In witneſs**, &c.

Agreement to ſell.

Covenant to finiſh the hull, and launch it.

Covenant to pay the purchaſe-money in proportion to the quantity, on delivering a bill of ſale.

*An Agreement for building a new Court in one of the Inns of Court.*

**Articles**, &c. **Between** the Honourable Sir *H. G.* Baronet, Sir *J. B.* Knight, Sir *J. C.* Knight, *R. A.* Eſquire, the elder, *J. S. L. A. J. E.* the elder, *W. G. S. E. G. E. W. C.* and *F. H.* Eſquires, Maſters of the Bench of the Honourable Society of Lincoln's-Inn, of the one part, and *H. S.* of the ſame Society, Eſquire, of the other part.

**WHEREAS** the ſaid *H. S.* is ſeiſed of and doth claim to himſelf, by virtue of a title derived to him from the Crown, or otherwiſe, the ſoil, freehold and inheritance to that open place of ground on the ſouth and ſouth-weſt ſide of Lincoln's-Inn walls, commonly known by the name of Lincoln's-Inn Little Fields, or Fickets Fields: **And whereas** ſeveral diſputes and differences have lately ariſen between the ſaid maſters of the bench, on the behalf of the ſaid ſociety, and him the ſaid *H. S.* concerning the erecting of ſeveral buildings upon the ſaid ground; **Now** for the ſettling and accommodating of the ſaid matters, it is agreed by and between the ſaid parties to theſe preſents in manner following: **Imprimis, it is agreed**, That ſo much of the ſaid ground as is herein after particularly abutted and bounded, that is to ſay, all that part of the ſaid ground from the walls of Lincoln's-Inn ſouthwards to the rail immediately before Sir *R. P.*'s buildings, running parallel with the way from the Bell-yard end to the Plough-Stables Inn, and from the ſpace of ten feet diſtance from the houſes and walls on the eaſtern part of the ſaid field, ſo far weſtward as will run in a juſt parallel from north to ſouth with the corner of the Baſe Court wall, and ſo far further as may run in a parallel line from north to ſouth within eight feet of Portugal-Row End, ſhall from time to time, and at all times hereafter, be diſpoſed of, and ſuch buildings only ſhall be erected thereupon, and the buildings erected ſhall be employed in manner only as heretofore is expreſſed. **And it is agreed**, That the ſaid *H. S.* his heirs or aſſigns, at his or their own proper coſts and charges, ſhall within three years next enſuing the date hereof, erect and build in and upon the ſaid parcel of ground ſo bounded out as aforeſaid, three ranges of buildings, that is to ſay, one row or range of the ſaid buildings to be erected on the eaſtern part of the ſaid piece of ground, and to be extended from the ſouth-weſt corner of the kitchen garden wall of the ſaid ſociety, on the north ſide of the ſaid field, all along ſouthward to the diſtance of ſixty feet from the buildings of Sir *R. P.* and the ſecond row or range of the ſaid buildings on the weſt part of the ground, to begin at the north end of the now gardener's houſe of the ſaid ſociety, and to extend ſouthward to the diſtance likewiſe of ſixty feet, from the houſes on the ſouth ſide of the way from Bell-Yard to Plough Stables, and to range with Lincoln's-Inn long wall from Turnſtile to the ſaid gardener's houſe; and the third row or range of the ſaid buildings on the ſouthern ſide of the ſaid field, to extend from the end of the firſt row or range on the eaſtern part of the ſaid ground to the end of the ſaid ſecond row or range on the weſtern part of the ſaid ground, and to range with the ſaid houſes on the ſouth ſide of the highway from Bell-yard to Plough Stables, and ſixty feet diſtance from

*H. S.* ſeiſed.

Diſputes ſettled.

Bounds of the new court in Lincoln's Inn.

To be built at the proper charge of *H. S.* and in what manner.

the ſaid houſes; And that a convenient, handſome and proportionable gate ſhall be made through the eaſt end of the ſaid third range of buildings, to go under an arch to be turned for that purpoſe; and that a gate ſhall be likewiſe made through the north end of the ſaid ſecond range of buildings, to go out under an arch to be turned for that purpoſe; and that the ſaid buildings ſhall be erected three ſtory high, and no higher, and without a garret; but the ſaid *H. S.* may make cellars if he pleaſes, and all the doors of the ſaid buildings ſo to be erected, ſhall be all of them made in the inſide of the ſaid intended buildings towards the intended quadrangle, and none of them on the outſide thereof. And it is alſo agreed, That the ſaid buildings, when erected, ſhall be employed and made uſe of for chambers, for ſuch perſons as now are or hereafter ſhall be members of the ſaid ſociety of Lincoln's-Inn, or ſuch Serjeants at Law as have formerly been of the ſaid ſociety, and for no other purpoſe whatſoever; and that the ſame ſhall be liable to all manner of duties and payments, and be regulated according to the antient and ordinary orders of the ſaid ſociety, in ſuch manner as the preſent chambers of the ſaid ſociety are liable unto, except only the reſtrictions following, that is to ſay, as to ſuch of the ſaid chambers as ſhall be built upon the ſaid piece of ground, part of Little Lincoln's-Inn Fields, or Fickets Fields aforeſaid, that he the ſaid *H. S.* his heirs and aſſigns for ever, ſhall from time to time, and at all times hereafter, have the ſale of the ſaid chambers, and in order thereunto, by ſome deed or writing under his or their hands and ſeals, ſhall from time to time for ever aſſign, nominate and appoint ſuch perſon and perſons members of the ſaid ſociety, or Serjeants at Law, who have been members of the ſaid ſociety, who ſhall enjoy the ſaid chambers reſpectively; which ſaid perſon and perſons from time to time, ſo to be nominated, aſſigned and appointed, and no other perſon or perſons whatſoever, ſhall be admitted to the ſaid chambers reſpectively by the Maſters of the ſaid bench of the ſaid ſociety, without paying any manner of fine, or other ſatisfaction to the ſaid ſociety for ſuch their admittance, other than the uſual fees to the officers of the ſaid ſociety upon admittances into chambers, and the uſual fines to the houſe upon ſurrenders of chambers, that is to ſay, ten pounds for a ground chamber, or a chamber up one pair of ſtairs; eight pounds for a chamber two pair of ſtairs, and twenty nobles for a chamber three pair of ſtairs: and the Maſters of the bench for the time being ſhall have no power to refuſe or delay admitting of any perſon or perſons who ſhall be ſo nominated upon ſuch nomination of him or them, paying the fees or fines aforeſaid; and that no fine or income ſhall be paid to the ſaid ſociety for each firſt admittance to the ſaid reſpective chambers; and that no chamber or chambers ſo to be built ſhall be liable to any common arrears or duties longer than the ſame ſhall be in the poſſeſſion of the perſon or perſons who ſhall owe the ſame to this ſociety: and as to ſuch of the ſaid chambers as ſhall be built upon the ground or ſoil now belonging to the ſaid ſociety, it is agreed between the ſaid Maſters of the bench and the ſaid bench, and the ſaid *H. S.* that the ſaid *H. S.* ſhall have ſix ſeveral aſſignments for the ſucceſſive lives of ſix ſeveral perſons, to be named by the ſaid *H. S.* his heirs or aſſigns ſucceſſively, as the lives fall, without paying any fee or income to this ſociety for the ſame, other than what is to be paid for the ſaid new erected chambers on the ſaid ground of Fickets Fields aforeſaid. And it is alſo agreed, that the ſaid *H. S.* his, *&c.* ſhall and will, at his and their like proper coſts and charges, erect a good and ſufficient brick wall, a brick and a half thick, and ten feet high, to run ſouthward from the ſouth end corner of the ſaid kitchen garden wall, and range equal with the buildings on the eaſt ſide of the ſaid fields, ten feet diſtance from the ſame towards Bell-Yard, and to extend to that place which ſhall range equally with the outſide of the third range of buildings, and from thence to go again in a direct line to the ſouth-eaſt corner of the ſaid new buildings, in the latter part of which ſaid new wall ſhall be a ſufficient gate place, and a ſufficient gate ſet up for all ſorts of carts and carriages to go in and out thereat. And further, That the ſaid *H. S. &c.* ſhall and will, at ſuch their coſts and charges, erect and build a good and ſufficient bog-houſe, or houſe of office, for the uſe of the ſaid ſociety, and a ſufficient houſe for the Gardener of ſaid ſociety, to be built between the backſide of the ſaid firſt range of buildings and the ſaid new wall; and that part of the ſame ground ſhall be made uſe of for a layſtall for ever for this ſociety: In Conſideration whereof he the ſaid *H. S.* his heirs, executors, adminiſtrators and aſſigns, ſhall have all the brick, timber, and other materials of the preſent bog-houſe and Gardener's houſe, and of ſo much of the walls of the ſaid ſociety as ſhall be neceſſarily pulled down and removed in order to the buildings aforeſaid. And further, at the ſame coſts and charges, a ſufficient quantity of the ground on the outſide of the ſaid ſecond and third range of buildings, for the convenient paſſing of people, ſhall be handſomely paved with good and ſufficient oaken poſts of ſquare timber, ſet up at convenient diſtance from each other on the outſide of the ſaid pavements; and at the ſame coſts and charges, when all the ſaid buildings are erected and compleatly finiſhed, all ſuch rubbiſh and earth as ſhall be caſt up and remain within the compaſs of the ſaid buildings, ſhall within the ſpace of ſix months then coming rid and carry off. And it is alſo agreed, that the waſte ground which ſhall remain and be of the ſaid piece and parcel of ground ſo bounded out as aforeſaid, other than what ſhall be built upon as aforeſaid, ſhall from time to time, and at all times hereafter, lie open waſte and unbuilt, for the proſpect and recreation of the ſaid ſociety and members thereof; and that no chambers or other buildings ſhall at any time hereafter be erected or built on the void piece of ground called or known by the name of the Kitchen Garden of this Society, or any part thereof, without the conſent and good liking of the ſaid *H. S.* his heirs and aſſigns, of the ſaid intended new buildings; and the ſaid gates to be now erected ſhall be kept by the porter of the ſaid ſociety. And it is alſo agreed, That the ſaid three ranges of buildings, when erected, ſhall at all times hereafter be called by the name of Serl's Court. And it is alſo agreed, and ſo hereby declared, That he the ſaid *H. S.* his heirs and aſſigns, ſhall from time to time, and at all times hereafter for ever be ſeiſed of the ſaid piece and parcel of ground, part of the ſaid Little Lincoln's-Inn Fields, ſo butted and bounded as aforeſaid, and of the ſoil, freehold and inheritance of the ſame, to and for the intents and purpoſes herein before expreſſed and declared, and to and for no other uſe, intent or purpoſe whatſoever. And it is further concluded and agreed unto by the ſaid Maſters of the bench on the behalf of the ſaid ſociety, that the ſaid *H. S.* his heirs and aſſigns, may proceed to build in or upon ſuch part of the ſaid fields called Little Lincoln's-Inn Fields, or Ficket's Fields aforeſaid, which lie weſtward of the ſaid ground, ſuch building as to him or them ſhall ſeem moſt convenient, without the contradiction or diſturbance of the ſaid ſociety. And the ſaid *H. S.* for himſelf, his, *&c.* and for every of them, doth covenant, *&c.* to and with the ſaid Sir *H. G.* Sir *J. B.* Sir *J. C. R. A. J. S. L. A. J. E. W. G. S. E. G. E. W. C.* and *F. H.* and the ſurvivors and ſurvivor of them, and the heirs, executors and adminiſtrators of the ſurvivors and ſurvivor of them, that he the ſaid *H. S.* his heirs and aſſigns, ſhall and will from time to time, and

For the uſe of the ſociety of Lincoln's-Inn, *&c.* and ſubject to their government. The chambers to be ſold by *H. S.* but the admittances to be by the bench of Lincoln's-Inn.

The fines of admittance.

The intereſt allowed to *H. S.* in the chambers built on Lincoln's-Inn ground.

A wall and gate.

Bog-houſe and gardeners houſe, *&c.*

Pavement, poſts and clearing.

Rubbiſh.

Waſte ground.

Open court.

To be named Serl's Court. *H. S.* his heirs and aſſigns, to be ſeiſed of the ground for the uſes and purpoſes aforeſaid, and no other. *H. S.* may quietly build the reſt of, *&c.* without the diſturbance of Lincoln's-Inn. *H. S.* his heirs and aſſigns, to repair, *&c.*

and at all times hereafter, well and ſufficiently repair, uphold, maintain and amend the ſaid bog-houſe, or houſe of office, pavements and poſts, after that the ſame ſhall be erected and ſet up, and alſo procure to be emptied the ſaid bog-houſe, when and as often as occaſion ſhall require, and lay the ſaid court, or void ſpace of ground, with the new erected buildings, level and fitting for common uſe: And alſo ſhall from time to time, at all times after that the ſaid chambers and buildings ſo to be built on the ſaid ground belonging to the ſame ſociety, ſhall be built and ſet up, during ſuch time and eſtate as he or they ſhall have in the ſaid chambers and buildings, well and ſufficiently repair, amend, maintain and keep the ſaid chambers and buildings in all manner of needful and neceſſary reparations, and the ſame ſo well and ſufficiently repaired, amended, maintained and kept, in the end and expiration of his and their eſtate and intereſts therein, ſhall leave and yield unto the ſaid Sir *H. G. &c.* and the ſurvivors and ſurvivor of them, and the heirs and the ſurvivor of them; And that he the ſaid *H. S.* his heirs and aſſigns, for the better ſtrengthening and aſſuring of theſe preſents, and the agreements and things therein contained, ſhall and will conſent and agree that theſe articles, and the matters and things herein contained, ſhall be decreed by the High Court of Chancery, and alſo ratified and confirmed by act of parliament, or by either of the ſaid ways, as to them the ſaid *H. G. &c.* or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, ſhall ſeem moſt convenient. In Witneſs, *&c.*

Conſents that this agreement be decreed in Chancery, or ratified in Parliament.

*(Wood.)*

### *For Freight to a Place, between the Maſter of a Ship and a Merchant.*

Agreed, *&c.* Between *W. M. &c.* Maſter of the ſhip G. burthen about ——— tons, now at anchor, *&c.* and forthwith bound out on a voyage to L. of the one part, and *J. J.* of, *&c.* Merchant, of the other part, as follows, (that is to ſay,)

Covenant to take in goods, *&c.*

THE ſaid Maſter, for the conſideration hereunder mentioned, doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid Merchant, his executors, adminiſtrators and aſſigns, that the ſaid ſhip ſhall with all expedition be made ready, and provided in all reſpects, fitting for ſuch a ſhip, and the voyage aforeſaid, and ſhall receive and take aboard her, for the ſaid Merchant, ——— *(name the goods)* and within ——— days after the date hereof, ſhall ſet ſail and depart from ——— outwards, and wind and weather ſerving, ſhall ſail directly to L. and within ——— days after her arrival there, ſhall unlade and deliver the ſame unto the factors or aſſigns of the ſaid Merchant, (the dangers of the ſea, enemies, and the reſtraint of Princes and rulers always excepted): And the ſaid Merchant for himſelf, his executors or aſſigns, doth hereby covenant and agree to and with the ſaid Maſter, his executors and aſſigns, that he the ſaid Merchant, his executors, factors or aſſigns, ſhall or will lade or tender the ſaid ——— *(the goods)* to be laden aboard the ſaid ſhip, and receive and diſcharge the ſame from aboard her at L. within the reſpective times therefore limited; and will truly pay, or cauſe to be paid unto the ſaid Maſter, his executors or aſſigns, for freight thereof, at and after the rate of ——— immediately after a right diſcharge and delivery thereof at L. aforeſaid, with primage and average accuſtomed, and two third parts of all port-charges to grow due during the ſaid voyage; the other third part thereof to be paid to the ſaid Maſter. *(Penalties may be added as uſual.)* In Witneſs, *&c.*

Covenant to deliver and receive the goods and pay freight.

### *Agreement for Freight to a Place between one that has a Charter-Party for a certain Number of Tons to a Merchant for Part of that Number.*

Recital of charter-party to *T. S.*

WHEREAS *R.* of, *&c.* Maſter of the good ſhip or veſſel called the S. burthen about ——— tons, hath by the charter-party, dated, *&c.* let unto *T. S.* of, *&c.* ——— tons of the ſaid ſhip's tonnage, for her intended voyage to A. and thence to L. to be laden with ——— within the time, and in manner as in the charter-party is mentioned, for which the ſaid *T. S.* is to pay ——— *per* ton for freight, and primage and average, as accuſtomed; as thereby, relation being thereunto had, may appear: Now theſe Preſents witneſs, that the ſaid *T. S.* doth hereby let unto *J. H.* of, *&c.* Merchant, ——— tons of the ſaid ——— tons of the ſaid ſhip's tonnage to him letten by the ſaid recited charter-party, to be laden with ——— by the ſaid *J. H.* at the time, and in manner, and at the ſame rate for freight, as the ſaid *T. S.* is by the ſaid charter-party obliged, and hath thereby covenanted to load and pay for the ſame: And the ſaid *J. H.* doth therefore hereby covenant and agree for himſelf, his executors and adminiſtrators, to and with the ſaid *T. S.* his executors and aſſigns, that he the ſaid *J. H.* his executors, factors or aſſigns, ſhall and will at A. lade the ſame ——— tons of ——— aboard the ſaid ſhip to him thereby letten, and unlade the ſame at L. within the reſpective times limited and appointed by the ſaid charter-party; and will pay freight for the ſame, and all other payments to the ſaid Maſter of the ſaid ſhip, his executors or aſſigns, at L. and perform all other matters in reſpect thereof, at the ſame times, and in manner as the ſaid charter-party is mentioned, and ought to be done and performed by the ſaid *T. S.* and thereof, and therefrom, and from all actions, ſuits, payments and damages, by reaſon thereof, ſhall and will diſcharge and keep harmleſs the ſaid *T. S.* his heirs, executors and adminiſtrators, and every of them. In Witneſs, *&c.*

*T. S.* agrees that *J. H.* ſhall have part of his ſhare.

Covenant to lade and unlade at the times in the charter-party, and to pay freight and indemnify *T. S.*

# ANNUITIES.

## Grant of an Annuity* in conſideration of faithful ſervice to commence after the death of the granter, in caſe the grantee be then alive.

Conſideration of faithful ſervice.

Grant of annuity, iſſuing out of premiſes.

Habendum from the death of granter during the natural life of grantee.

Clear of taxes, &c,

at Quarterly payments, firſt payment on ſuch of the days as ſhall firſt happen after granter's death.

Granter's covenants for entry in caſe of nonpayment for 30 days.

and to diſtrain.

THIS Indenture made, &c. between *C. W.* of, &c. Eſquire, of the one part, and *C. D.* of, &c. of the other part, Witneſſeth, that as well for and in conſideration of the paſt faithful ſervices of the ſaid *C. D.* towards the ſaid *C. W.* and for ſecuring a proviſion immediately from and after the death of the ſaid *C. W.* for the maintenance and ſupport of the ſaid *C. D.* during his life, in caſe he the ſaid *C. D.* ſhall ſurvive the ſaid *C. W.* as for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain, to the ſaid *C. W.* in hand paid, by the ſaid *C. D.* at or before the ſealing and delivery hereof, (the receipt whereof is hereby acknowledged) and for divers other good cauſes and conſiderations, he the ſaid *C. W.* hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto the ſaid *C. D.* one annuity or yearly rent-charge of five hundred pounds, of lawful money of Great Britain, to be iſſuing and going out of all and every the meſſuages, farms, lands, tenements, hereditaments, and real eſtate whatſoever, of the ſaid *C. W.* ſituate, lying and being in the county of B. To have, hold, perceive, receive, take and enjoy the ſaid annuity, or yearly rent-charge of five hundred pounds unto the ſaid *C. D.* and his aſſigns, from and immediately after the death of the ſaid *C. W.* for and during the term of the natural life of the ſaid *C. D.* the ſaid annuity or yearly rent-charge of five hundred pounds to be payable and paid yearly in the Inner Temple Hall, London, without any deduction, default or abatement, for or by reaſon of any charges of return, or any taxes, charges or aſſeſſments whatſoever, impoſed or to be impoſed on the ſaid annual ſum of five hundred pounds, or on the lands charged with the payment thereof, or on the ſaid *C. D.* in reſpect thereof, by authority of parliament, or otherwiſe howſoever at the four moſt uſual quarter-days or times of payment in the year, *(that is to ſay)* at Lady-day, Midſummer, Michaelmas and Chriſtmas, by equal portions; The firſt payment to begin and be made on ſuch of the ſaid days or times of payment as ſhall firſt and next happen after the death of the ſaid *C. W.* And the ſaid *C. W.* for his heirs, executors and adminiſtrators, Doth covenant, promiſe and grant, to and with the ſaid *C. D.* and his aſſigns by theſe preſents, that if it ſhall happen that the ſaid annuity or yearly rent-charge of five hundred pounds, or any part thereof ſhall be behind or unpaid, by the ſpace of thirty days next over or after any of the ſaid quarterly days or times of payment thereof, as aforeſaid, that then and ſo often it ſhall and may be lawful to and for the ſaid *C. D.* and his aſſigns, during the term of his natural life, (in caſe he the ſaid *C. D.* ſhall ſurvive and outlive the ſaid *C. W.*) into and upon the ſaid meſſuages, farms, lands, tenements, hereditaments, and premiſes, charged with the payment of the ſaid annuity or yearly rent-charge of five hundred pounds as aforeſaid, and into and upon every, or any part or parcel thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, until the ſaid *C. D.* and his aſſigns ſhall be fully ſatisfied, and paid the yearly ſum or rent-charge of five hundred pounds, and every

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* "Annuity *(Annuus reditus)* ſignifies a yearly rent to be paid for term of life, or years, or in fee.—According to "Lord Coke, it is an annual ſum of money granted to a perſon in fee, for life, or years, which charges the *perſon* "of the granter only."—Co. Lit. 144. 6. The author of *New Terms of Law* defines "*Annuity* to be a certain ſum of "money granted to a perſon in fee ſimple, fee tail, for terms of life or years, to receive of the granter or his heirs, "ſo that no freehold be charged therewith, and whereof a man ſhall never have *aſſiſe* or other action but a *writ of an-* "*nuity*.—An annuity, ſtrictly taken, is a yearly payment of a certain ſum of money, granted to a perſon in fee ſimple, "fee tail, for life or years, charging the perſon of the granter only; if payable out of lands, it is properly called a "*rent-charge*; but if both the perſon and eſtate be made liable, as they frequently are, then it is called an *annuity*."—Vide Co. Lit. 144. 6. Finch 191. 1. Rol. Abr. 226. Doct. & Stud. Dial. 2. c. 30.

In the *Doctor and Student, Dial.* 1. *cap.* 3. between *a rent* and *an annuity*, the difference is ſhewn; the firſt is that "every *rent*, be it *rent-charge*, *rent-ſervice* or *rent-ſeck*, is going out of land, but *an annuity* goes not out of any land, "but charges only the perſon (that is to ſay) the granter, or his heirs that have *aſſets by deſcent*." Lit. Sect. 220.

"For the recovery of *an annuity* no action lies, but only a writ of annuity againſt the granter, his heirs or ſucceſſors." Fitz-Herb. Nat. Brev. 152.

"If a man ſeize of lands grants by deed-poll or indenture, a yearly rent to be iſſuing out of the ſame lands to a man "in fee, in tail, or for life, &c. *with a clauſe of diſtreſs*, this is a *rent-charge*; but if a grant be *without a clauſe of diſ-* "*treſs*, this is a *rent-ſeck*." Lit. Sect. 218.

If a man would grant to another a *rent-charge* to be iſſuing out of his land, but would not have his perſon charged in any manner by a *writ of annuity*, then he may add a clauſe at the end of the deed to this effect: "*PRO-* "*VIDED ALWAYS* that the preſent writing nor any thing herein contained ſhall in any manner extend or be con- "ſtrued to charge my perſon by any writ or action of annuity, but only to charge my lands and tenements with the "yearly rent aforeſaid." And then the land only, and not the perſon of the granter ſhall be charged. Co. Lit. Sec. 220.

"But if a man grant a rent out of land in which he has nothing with *a proviſo that he be not charged for this in a* "*writ of annuity*, it ſhall nevertheleſs be a good annuity, for the proviſo being repugnant is void. Co. Lit. 146. "2 Bulſt. 149.

"If a man grants a *rent* out of his lands to *J. S.* and his heirs, with power of diſtreſs *during his life*, this is a *rent-* "*charge* in *J. S.* becauſe he may diſtrain on the lands out of which it iſſues during his life, but it ſhall be *ſeck* in the "hands of his heirs; becauſe by the expreſs words of the deed the remedy was to ceaſe upon his death, otherwiſe "if the diſtreſs had been limited only for years, for then the entire rent had been *ſeck*; becauſe the remedy being "temporary is not adequate to the right which is perpetual. Co. Lit. 147. 6. 7. Co. 51. 6.

part

part thereof, and all arrearages thereof (if any be) And in caſe the ſaid yearly ſum or rent-charge of five hundred pounds or any part thereof, ſhall be behind and unpaid, by the ſpace of forty days next over or after any of the ſaid quarter-days or times of payment, whereon the ſaid ought to be paid as aforeſaid, that then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *C. D.* and his aſſigns, during the term of his natural life, (in caſe he the ſaid *C. D.* ſhall ſurvive and out-live the ſaid *C. W.* as aforeſaid) into the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſes, charged with the ſaid yearly ſum or rent-charge of five hundred pounds as aforeſaid, and every or any part thereof, to enter, and the rents, iſſues and profits thereof to receive and take, until he and they ſhall therewith and thereby be fully paid and ſatisfied the ſaid yearly ſum or rent-charge of five hundred pounds and every part thereof, and all arrearages thereof, together with his and their coſts, charges and damages expended or ſuſtained, by reaſon of the nonpayment thereof. In witneſs, *&c.*

and if annuity be unpaid for 40 days, then to enter into the perception of the rents and profits to pay ſame and all arrears.

*(Pigot)*

## Grant of Annuity, *(by Indenture) to commence after Death of Grantor, with Power of Revocation.*

THIS Indenture, made, *&c.* Between *R. M.* of *S. &c.* of the one part, and *N. M.* one of the younger ſons of the ſaid *R. M. &c.* of the other part, Witneſſeth, That the ſaid *R. M.* as well by force, virtue and power, and according to the tenor of one proviſo or clauſe in that behalf mentioned or ſpecified, in and by indentures, bearing date, *&c.* made between the ſaid *R. M.* of the one part, and *T. R.* of, *&c.* of the other part, as otherwiſe, hath given, granted and confirmed, and by theſe preſents, doth by the liberty and power aforeſaid give, grant and confirm unto the ſaid *N. M.* and his aſſigns, one annuity or yearly rent of ten pounds of good and lawful money of Great Britain, to be iſſuing out of all and ſingular the manors, lands, tenements and hereditaments of the ſaid *R. M.* ſituate, lying and being in D. or elſewhere in the county of C. To have and to hold the ſaid annual or yearly rent of ten pounds unto the ſaid *N. M.* and his aſſigns, from and immediately after the deceaſe of the ſaid *R. M.* for and during the natural life of the ſaid *N. M.* the ſame to be paid at the two ſeveral feaſt-days of the annunciation of the Bleſſed Virgin Mary, and St. Michael the archangel, by even and equal portions; the firſt payment thereof to begin at ſuch of the ſaid feaſts as ſhall firſt happen next after the deceaſe of the ſaid *R. M.* And if it ſhall happen the ſaid annuity or annual rent of ten pounds or any part thereof to be behind or unpaid in part, or in all, at any of the ſaid feaſt days in which it ought to be paid, as aforeſaid, being lawfully demanded, that then, and ſo often it ſhall and may be lawful to and for the ſaid *N. M.* and his aſſigns, into any the manors, lands, tenements and hereditaments of the ſaid *R. M.* or into any part or parcel thereof, to enter and diſtrain for the ſaid annuity or annual rent of ten pounds or ſuch part thereof as ſhall happen to be behind in arrear, or unpaid, and the diſtreſs and diſtreſſes there found, to take, drive, lead or carry away, and to detain, hold and keep, until the ſaid *N. M.* of the ſaid annuity or annual rent of ten pounds with the arrearages thereof, if any ſuch be, ſhall be fully ſatisfied and paid. Provided nevertheleſs and upon condition, that if the ſaid *R. M.* ſhall, at any time during his natural life, pay or tender unto the ſaid *N. M.* or to any other perſon or perſons, the ſum of twelve pence or more, of lawful money of Great Britain, with intent and of purpoſe to revoke, make fruſtrate or make void the ſaid annual rent, or the grant thereof, that then and from henceforth this preſent deed, and all and every the gift, grant and limitation of the rent aforeſaid, and the ſaid annual or yearly rent, ſo by theſe preſents given, granted or mentioned to be granted, ſhall ceaſe and be void, fruſtrate and of no farther force or effect in the law; any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding. In witneſs, &c.

Conſideration.

Grant.

Habendum after life of granter for grantee's life.

Clauſe of diſtreſs.

Power of revocation.

*(Wood.)*

*A Covenant, by an Heir Apparent, to grant an Annuity after the Death of his Father, to the Covenantee for his Life of another. This to be void if the Father ſurvives the Son.*

THIS Indenture made the 10th day of Auguſt in the nineteenth year, *&c.* and in the year of our Lord 1779. Between *Arthur Aſtry*, Eſquire, ſon and heir apparent of *Bruen Aſtry*, of Crowton in the county of Devon, Eſquire, of the one part, and *Edmund Edge* of Fidham in the county of Glouceſter, Eſquire, of the other part, Witneſſeth, That for and in conſideration of the ſum of ſix hundred pounds of lawful money of Great Britain to the ſaid *Arthur Aſtry* in hand paid by the ſaid *Edmund Edge*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof he the ſaid *Arthur Aſtry* doth hereby acknowledge, and thereof, and of every part thereof doth acquit, releaſe and diſcharge the ſaid *Edmund Edge*, his heirs, executors, adminiſtrators and aſſigns, for ever, by theſe preſents, he the ſaid *Arthur Aſtry* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edmund Edge*, his heirs, executors and adminiſtrators, that he the ſaid *Arthur Aſtry*, in caſe he ſhall ſurvive and over-live the ſaid *Bruen Aſtry* his father, ſhall and will within one month next after the deceaſe of the ſaid *Bruen Aſtry*, at the coſts and charges of the ſaid *Arthur Aſtry*, his heirs, executors or adminiſtrators, by ſuch good and ſufficient conveyances and aſſurances in the law, as the counſel of the ſaid *Edmund Edge*, his heirs, executors or adminiſtrators, ſhall adviſe or direct, well and ſufficiently convey and aſſure unto the ſaid *Edmund Edge* and his heirs, or to ſuch other perſon or perſons as he or they ſhall in that behalf direct or appoint, one Annuity, yearly rent or ſum of ninety pounds of lawful money of Great Britain, free from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe, to be iſſuing out of and chargeable upon freehold lands or tenements of the ſaid *Arthur Aſtry*, of an eſtate of inheritance in fee-ſimple in the counties of Devon, Hereford and Kent, or ſome, or one of them, of the clear yearly value of one hundred and eighty pounds or upwards, for and during the life of the ſaid *Edmund Edge*; and alſo for and during the life of one ſuch other perſon as he the ſaid *Edmund Edge* ſhall at any time during his life by any writing or writings under his hand and ſeal, or by his laſt will and teſtament in writing for that purpoſe nominate or appoint, the ſame to be payable and paid by four equal quarterly payments; the firſt quarter's payment thereof to be made at the end of three calendar

The parties.

The conſideration.

The covenant to grant an annuity after the death of the father of the covenanter, to the covenantee. &c.

for his life and one other life.

months next after the deceaſe of the ſaid *Bruen Aſtry*, with power of diſtreſs, and ſuch other remedies for obtaining and recovery of the ſame annuity, yearly rent or ſum of ninety pounds, as the counſel of the ſaid *Edmund Edge* or his heirs ſhall adviſe, in which grant and conveyance ſhall be contained a covenant for payment of the ſaid annuity, yearly rent or ſum of ninety pounds and other uſual and reaſonable covenants: **Provided always**, that nothing herein contained ſhall extend, or be conſtrued to extend either in law or equity, to bind or oblige the ſaid *Arthur Aſtry* to grant or charge the ſaid annuity, yearly rent or ſum of ninety pounds, in caſe he dies in the life of the ſaid *Bruen Aſtry*; but in ſuch caſe theſe preſents, and the covenant and agreement herein before mentioned, and one bond or obligation from the ſaid *Arthur Aſtry* to the ſaid *Edmund Edge*, bearing even date herewith of the penalty of one thouſand five hundred pounds conditioned for performance of the abovementioned covenant, ſhall ceaſe and be void.

Proviſo to be void if the covenanter dies in his father's life time.

**In Witneſs**, &c.

*(Horſeman.)*

*How far courts of equity will diſcountenance bargains with heirs, made upon the credit of their future expectancies, ſee the following caſes.* Berney *v* .Pitt, 2 Vern. 14, &c. Nott or Knott, *v.* Executors of Hill, 2, Vern. 27. 2. Cha. Ca. 120. Wiſeman *v.* Beake, 2 Vern. 121. Lamplugh v. Smith, 2 Vern. 77.——See alſo the theoretical part of this work.

## Grant of an Annuity *(for the Life of the Grantee) out of a Real Eſtate, and a Demiſe of the Eſtate for a Term of Years, as a Collateral Security.*

**THIS Indenture Tripartite**, made the 19th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779. **Between** *Ann Beſt* of P. in the county of G. widow, and *Thomas Morſe* of C. in the ſame county, gentleman, of the firſt part, *Aaron Morſe* of C. aforeſaid, Gentleman, of the ſecond part, and *Joſeph Eyre* of C. aforeſaid, Gentleman (a truſtee nominated by, and on the behalf of the ſaid *Aaron Morſe)* of the third part, **Witneſſeth**, That for and in conſideration of the ſum of one thouſand eight hundred pounds of lawful money of Great Britain to the ſaid *Ann Beſt*, **and** the ſum of five ſhillings to the ſaid *Thomas Morſe* in hand well and truly paid by the ſaid *Aaron Morſe* at, *&c.* (the receipt whereof is hereby acknowledged) **and** to the intent to ſecure payment of one annuity or yearly rent-charge of eighty pounds to the ſaid *Aaron Morſe* and his aſſigns, during his life, in ſuch manner as herein after is for that purpoſe mentioned, and for divers other good cauſes and conſiderations. **She** the ſaid *Ann Beſt* **hath** given, granted and confirmed, and by theſe preſents for herſelf and her heirs, **Doth** freely, clear, and abſolutely give, *&c.* unto the ſaid *Aaron Morſe* and his aſſigns, during his natural life, **one Annuity**, annual ſum or yearly rent-charge of eighty pounds of lawful money of Great Britain, to be yearly iſſuing, payable and going out of **All that**, *&c.* **To have, hold**, receive, perceive, take and enjoy the ſaid annuity or yearly rent-charge of eighty pounds unto and to the uſe of the ſaid *Aaron Morſe* and his aſſigns, for and during the term of his natural life, without any deduction or abatement whatſoever, for or in reſpect of any taxes, aſſeſſments or payments impoſed, or to be impoſed, by an act of parliament made or to be made, or by any other power or authority whatſoever, or for or by reaſon of any other matter, cauſe or thing whatſoever; the ſame to be paid and payable at or on the four moſt uſual feaſt-days or times of payment in the year; *(that is to ſay)* At, *&c.* by even and equal portions; the firſt payment to begin and be made on the ——— now next enſuing the date of the preſents; **And** the ſaid *Ann Beſt* for herſelf, her heirs and aſſigns, **Doth** grant and agree to and with the ſaid *Aaron Morſe* and his aſſigns, by theſe preſents, in manner following *(that is to ſay)* **That** when and as often as the ſaid annuity or yearly rent-charge of eighty pounds or any part thereof, ſhall be behind, unpaid, or in arrear by the ſpace of twenty days next over or after any of the ſaid feaſts or days whereon the ſame ought to be paid as aforeſaid, it ſhall and may be lawful to and for the ſaid *Aaron Morſe* and his aſſigns, into and upon all and ſingular the before mentioned meſſuages or tenements and premiſes, or any part thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found, to lead, drive, carry away and impound, and the ſame in pound to detain and keep, or otherwiſe to diſpoſe of the ſame as the law ſhall allow, until the ſaid annuity or yearly rent-charge of eighty pounds and all arrears thereof, and all coſts and damages to be ſuſtained by reaſon of non-payment thereof, according to the true intent and meaning of theſe preſents, ſhall be fully paid and ſatisfied; **And alſo**, that in caſe the ſaid annuity or yearly rent-charge of eighty pounds or any part thereof, ſhall at any time be behind or unpaid by the ſpace of thirty days next after any of the ſaid feaſts or days of payment whereon the ſame ought to be paid as aforeſaid, (although no demand made thereof as aforeſaid) that then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *Aaron Morſe* or his aſſigns, into and upon the before mentioned meſſuages, lands, tenements, hereditaments and premiſes, or any part or parts thereof, to enter, and to have, hold, poſſeſs and enjoy the ſame, and to take and receive the rents, iſſues and profits thereof, to his and their own uſe and benefit, until thereby or therewith, or otherwiſe, he and they ſhall be fully paid and ſatisfied all the arrears of the ſaid annuity or yearly rent-charge of eighty pounds, which ſhall incur or might have incurred, and all coſts, expences, loſſes and damages, which he or they ſhall be put unto or ſuſtain, by reaſon of the nonpayment thereof, at the times herein before mentioned for payment of the ſame. **And** the ſaid *Ann Beſt* doth hereby put the ſaid *Aaron Morſe* and his aſſigns, during his life, in full poſſeſſion and ſeiſin of the ſaid annuity or yearly rent-charge of eighty pounds, by the delivery of ſix-pence to him the ſaid *Aaron Morſe* in the name of ſeiſin of the ſaid annuity or yearly rent-charge; **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid, and to the intent for the better and more effectually ſecuring payment of the ſaid annuity or yearly rent-charge of eighty-pounds, unto the ſaid *Aaron Morſe* and his aſſigns, during his life, in manner as aforeſaid, and alſo for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *Ann Beſt* and *Thomas Morſe* in hand paid by the ſaid *Joſeph Eyre* at, *&c.* the receipt, *&c.* ſhe the ſaid *Ann Beſt*, and, at her requeſt the ſaid *Thomas Morſe* **Have**, and each of them **hath** demiſed, leaſed, and to farm letten, and by theſe preſents at the nomination and appointment of the ſaid *Aaron Morſe*, (teſtified by his being a party to and executing hereof) **Do**, and each of them **Doth** demiſe, ſet, and to farm let unto the ſaid *Joſeph Eyre*, **All** and ſingular the herein before mentioned meſſuages, *&c.* hereby charged with the ſaid annual ſum of eighty pounds, with their and every of their appurtenances, and the reverſion, *&c.* of the ſaid premiſes; **To have and to hold** the ſaid meſſuages, *&c.* and all and ſingular the ſaid hereby demiſed premiſes, with their and every of their appurtenances, unto the ſaid *Joſeph Eyre*, his executors,

Conſideration.

Grant.

Premiſes.

Habendum.

Clauſe of diſtreſs.

e-entry.

Poſſeſſion and ſeiſin of annuity.

A demiſe of the premiſes charged for better ſecurity.

Conſideration.

Demiſe.

Parcels.

Habendum.

executors, adminiſtrators and aſſigns, from the day next after the day of the date hereof, for and during and unto the full end and term of ninety-nine years from thence next enſuing, and fully to be compleat and ended, (if he the ſaid *Aaron Morſe* ſhall ſo long live); **Yielding and paying** therefore yearly, during the ſaid term, the rent of one pepper-corn only, (if the ſame ſhall be lawfully demanded): **Provided always**, and theſe preſents are upon this condition, that if the ſaid *Ann Beſt*, her heirs or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *Aaron Morſe*, and his aſſigns, during his life, the ſaid annuity or yearly rent, or yearly rent-charge of eighty pounds *per annum*, at the ſeveral feaſts or days of payment herein before appointed for payment thereof, and that without any ſuch deduction or abatement as aforeſaid, according to the true intent and meaning of theſe preſents; that then the demiſe and grant hereby made unto the ſaid *Joſeph Eyre* ſhall ceaſe, determine, and be utterly void and of no effect,, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And** the ſaid *Ann Beſt*, for herſelf, her heirs, executors, adminiſtrators and aſſigns, and for every of them, **doth** covenant, promiſe, grant and agree to and with the ſaid *Aaron Morſe*, his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows; *(that is to ſay)* That ſhe the ſaid *Ann Beſt*, her heirs, executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times, during the natural life of the ſaid *Aaron Morſe*, pay the ſaid annuity or yearly rent-charge of eighty pounds on the feaſts or quarter-days herein before mentioned for payment thereof, or within twenty days next after every ſuch feaſt-day, and that without any ſuch deduction as aforeſaid, according to the true intent and meaning of theſe preſents; **And alſo** that ſhe the ſaid *Ann Beſt*, her heirs, executors, adminiſtrators or aſſigns, at her and their own proper coſts and charges, ſhall and will from time to time, and at all times, during the life of the ſaid *Aaron Morſe* inſure and keep inſured the ſaid meſſuage or tenement and premiſes, ſituate in, *&c.* as to and from all fire and damage happening thereby, either in the Hand-in-Hand inſuring office, as to loſs by fire, or elſe in ſome other good and public office, proper for that purpoſe, and in caſe the ſame meſſuage or tenement ſhall happen to be burnt down or blown up, during the life of the ſaid *Aaron Morſe*, that then and in ſuch caſe ſhe the ſaid *Ann Beſt*, her heirs and aſſigns, ſhall and will then forthwith lay out all ſuch monies ſo inſured or to be inſured on the ſame premiſes as aforeſaid, together with other monies, in the new building of as good and ſubſtantial a meſſuage or tenement, and of the ſame dimenſions as is now built and ſtanding thereon; **And further**, that for and notwithſtanding any act, deed, matter or thing whatſoever, had, made, done, committed, ſuffered or aſſented unto, by her the ſaid *Ann Beſt*, or by her late father, or by any other perſon or perſons whomſoever, lawfully claiming by, from or under, or in truſt for her, them, or either of them, ſhe the ſaid *Ann Beſt* now is, and ſtandeth lawfully and abſolutely ſeiſed, and that by juſt title of the before mentioned hereditaments and premiſes, with their appurtenances, of a good, ſure, perfect, lawful and indefeaſible ſeat of inheritance in fee ſimple, without any manner of condition, power of revocation, limitation of uſe or uſes, or any other manner or thing whatſoever, to alter, change, charge, defeat or incumber, or make void the ſame; **And alſo** that ſhe the ſaid *Ann Beſt* (notwithſtanding any ſuch act, matter or thing, done, or ſuffered as aforeſaid) now hath in herſelf good right, true title, full power, and lawful and abſolute authority to grant unto the ſaid *Aaron Morſe*, and his aſſigns, the ſaid annuity or yearly rent-charge of eighty pounds, payable in manner as aforeſaid; and that the ſaid meſſuages, lands, tenements, hereditaments and premiſes, ſhall from thenceforth continue, and be liable to, and charged and chargeable with the payment of the ſame annuity or yearly rent-charge, in manner as aforeſaid; and that the ſame from henceforth ſhall be received, taken and enjoyed by the ſaid *Aaron Morſe* and his aſſigns, during his life, by and out of the before mentioned hereditaments and premiſes, in caſe ſhe the ſaid *Ann Beſt* ſhall not duly pay the ſame, in manner as aforeſaid; and that free and clear, and freely, clearly, and abſolutely acquitted, exonerated, diſcharged, kept harmleſs and indemnified by the ſaid *Ann Beſt*, and her heirs, of and from all manner of former gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, annuities, intails, ſtatutes, recognizances, extents, judgments, executions, debts of the crown, titles, troubles, charges, demands and incumbrances whatſoever, had, made, done, committed, ſuffered or executed by the ſaid *Ann Beſt*, or by any of her anceſtors, (other than and except one indenture of mortgage made of the before mentioned premiſes, lying in the county of E. for the ſecuring the ſum of one thouſand nine hundred and eighty pounds, and intereſt for the ſame;) **And** that in caſe default ſhall happen to be made in payment of the ſaid annuity or yearly rent-charge of eighty pounds, or of any part thereof, on the days and times herein before mentioned for payment thereof, that then the ſaid *Ann Beſt*, her heirs or aſſigns, at the reaſonable requeſt of the ſaid *Aaron Morſe*, or his aſſigns, (but at the coſts and charges of the ſaid *Ann Beſt*, her heirs or aſſigns) ſhall and will make, do and execute all and every ſuch further and other lawful and reaſonable acts and things, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better ſecuring of the ſaid annuity or yearly rent-charge of eighty pounds, unto the ſaid *Aaron Morſe* and his aſſigns, during his life, (be the ſame by any conveyance or aſſurance of the before mentioned hereditaments and premiſes, or otherwiſe), as by the counſel of the ſaid *Aaron Morſe*, or her aſſigns, ſhall be reaſonably adviſed or required: **Provided always**, and it is hereby agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents is and are, that until default ſhall be made in payment of the ſaid annuity or yearly rent-charge of eighty pounds, or ſome part thereof, in manner as aforeſaid, ſhe the ſaid *Ann Beſt*, her heirs and aſſigns, ſhall and may hold and enjoy all and ſingular the before mentioned meſſuages, lands, tenements, hereditaments and premiſes, and receive and take the rents, iſſues and profits thereof, to her and their own uſe and benefit, ſhe and they duly paying the ſaid annuity or yearly rent-charge of eighty pounds unto the ſaid *Aaron Morſe*, and his aſſigns, during his natural life, together with all arrears thereof, which ſhall be due at the time of his death, (if any ſuch there be.) **In witneſs**, &c.

*Reddendum.*

Proviſo to be void ſo long as rent-charge is paid.

Covenants to pay the annuity.

To keep the premiſes inſured from fire.

Lawfully ſeiſed of the premiſes.

Good right to charge them, and that they ſhall ſtand charged and enjoyed on failure of payment.

Free from incumbrances.

Exception.

Further aſſurance in caſe of non-payment.

Proviſo, that until default of payment the grantor ſhall enjoy the premiſes.

*(Newnam.)*

*Grant*

*Grant of an Annuity out of a real Eſtate by a Father and his two Truſtees to a Son, by which he is reſtrained from ſuing by Action, but may diſtrain.*

Parties. THIS Indenture, made, &c. Between *T. P.* of —— Eſquire, *G. P.* of —— Eſquire, and *W. C.* of, &c. Eſquire, of the one part, and *J. P.* Eſquire, (youngeſt ſon of the ſaid *T. P.*) of

Conſideration. the other part, Witneſſeth, That for and in conſideration of the natural love and affection which he the ſaid *T. P.* hath and beareth towards his ſon, the ſaid *J. P.* and alſo in conſideration of five ſhillings of, &c. unto the ſaid *G. P.* and *W. C.* in hand paid by the ſaid *J. P.* at, &c. the receipt, &c. he the ſaid *T. P.* (and by his direction, teſtified by his being a party to and executing hereof) the ſaid *G. P.* and

Grant. *W. C.* have, and each and every of them hath given and granted, and by theſe preſents the ſaid *T. P. G. P.* and *W. C.* do and each and every of them doth give and grant unto the ſaid *J. P.* and his aſſigns, one annuity or yearly rent-charge of three hundred pounds, of, &c. to be iſſuing and payable out of,

*Habendum.* &c. all which ſaid premiſes were *(inter alia)* lately conveyed unto and to the uſe of the ſaid *G. P.* and *W. C.* and their heirs, in truſt for the ſaid *T. P.* and his heirs; To have, hold, perceive and enjoy the ſaid annuity or yearly rent-charge of three hundred pounds unto the ſaid *J. P.* and his aſſigns, for and during the term of the natural life of him the ſaid *J. P.* the ſame annuity or yearly rent-charge, to be paid unto the ſaid *J. P.* or his aſſigns, by four equal quarterly payments at, &c. free and clear of and from all manner of taxes, and without any deduction, defalcation or abatement, for or in reſpect of any taxes, charges, duties or aſſeſſments charged or impoſed, or to be charged or impoſed by any act or acts of parliament made or to be made, or otherwiſe, upon the ſaid premiſes, or any part thereof, or for or in reſpect of any other reprizal, matter or thing whatſoever; the firſt quarterly payment thereof to be

Clauſe of diſtreſs. made, &c. And if the ſaid annuity or yearly rent-charge of three hundred pounds, or any part thereof, ſhall happen to be behind and unpaid by the ſpace of twenty days next after any of the ſaid feaſts or days whereon the ſame ought to be paid as aforeſaid, that then and ſo often, from time to time, as the ſame annuity or yearly rent-charge, or any part thereof, ſhall happen to be ſo behind and unpaid, it ſhall and may be lawful to and for the ſaid *J. P.* and his aſſigns, into and upon the ſaid manors, capital meſſuages,

Proviſo not to charge the perſons by action. demeſnes, mills, hereditaments and premiſes, and into and upon every or any part or parts thereof, to enter and diſtrain for the ſame. Provided always that this preſent indenture, or any thing herein contained, ſhall not any way extend to charge the perſons of the ſaid *J. P. G. P.* and *W. C.* any or either of them, by a writ or an action of annuity, but only to charge the ſaid manors, capital meſſuages, demeſnes, mills, hereditaments and premiſes, with the yearly rent aforeſaid. In witneſs, &c.

*(Wood.)*

## Annuities, *Grants of,* * *by Deed-poll, for Years determinable with Grantee's Life.*

Conſideration. TO all to whom theſe preſents ſhall come, *Aaron Beſt* of P. in the county of Glouceſter, Eſquire, ſendeth greeting. Know ye, that the ſaid *A. B.* for divers good cauſes and conſiderations him

Grant. hereunto moving, hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto *E. T.* and *G.* of, &c. one annuity or annual rent of five pounds of lawful money of Great Britain, to be well and truly paid unto the ſaid *E. T.* and his aſſigns, from and immediately after the deceaſe

Payable out of meſſuages, &c. of the ſaid *A. B.* out of all and ſingular that and thoſe the meſſuages, lands and tenements, with their and every of their ſeveral and reſpective appurtenances, ſituate, lying and being in P. late in the poſſeſſion of

*Habendum* for 60 years, if grantee ſo long lives. *L. M.* called or known by the name of H. tenement; To have and to hold, receive, perceive, and take the ſaid annuity or annual rent of five pounds by the year to him the ſaid *E. T.* and his aſſigns, from and immediately after the death of the ſaid *A. B.* for and during the term of ſixty years, if the ſaid *E. T.* ſhall ſo long live, the ſame to be had, taken, received and paid by and to him the ſaid *E. T.* and his aſſigns, at the feaſt-days of St. Martin, and Pentecoſt, by even and equal portions; the firſt payment thereof to

Clauſe of diſtreſs. begin and take commencement at ſuch of the ſaid feaſts as ſhall firſt and next happen after the deceaſe of the ſaid *A. B.* &c. *(with a clauſe of diſtreſs,* &c. *as in the next grant.)*

*(Newnam.)*

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*CASE,

February 3, 1748.—By ſettlement on the marriage of *A. B.* with *C. D.* his wife, the eſtates of *A. B.* were conveyed to truſtees in fee, and to their heirs (in tail) at the deceaſe of *A. B.*——

"To the uſe and intent that the ſaid *C. D.* might during her life receive an annuity or yearly rent-charge of ſix "hundred pounds, payable quarterly by equal portions, at Lady-day, Midſummer, Michaelmas, and Chriſtmas, "the firſt payment to begin and to be made on ſuch of the ſaid quarter-days as ſhould firſt happen after the deceaſe "of the ſaid *A. B.* in bar of dower, with power of diſtreſs on non-payment for forty days:"——

And then a term was raiſed for ſecuring ſuch adminiſtrators.——

*A. B.* died 17th November, 1752, and one quarter's annuity was paid to or retained by *C. D.* as due at Chriſtmas, 1752, O. S. and the annuity was cleared to Chriſtmas, 1766, O. S.

*C. D.* died 20th June, 1766, having made a will, and appointed executors.

*Quere,* To what time are the executors of *C. D.* entitled at law or in equity to the quarterly payment of the ſaid annuity; and is this caſe within the ſtatute of 11 Geo. II. cap. 19. ſec. 15.?

The executors are entitled to the payment which became due at Lady-day, 1766, but not to any apportionment of the ſucceeding quarter. This caſe does not come within the 11th of Geo. II.

April 2, 1767. *WM. DE GREY.*

Grant

## Grant of an Annuity *during the Life of the Grantee, ſecured by South-ſea Annuities, transferred to Truſtees for that purpoſe, with a Proviſion in caſe of their Redemption by Parliament, and an Indemnity to Truſtees.*

THIS Indenture tripartite, made the 19th day of July, in the eighteenth year, *&c.* and in the year of our Lord 1778, Between *Adam Aſton* of, *&c.* of the firſt part, *Bruen Ball* of the pariſh of Conhall in the county of Cumberland, Eſquire, of the ſecond part, and *David Aſton*, Eſq; (a perſon nominated by the ſaid *Adam Aſton*,) and *Edmund Ellis*, (a perſon nominated by the ſaid *Bruen Ball*) of the third part. Whereas the ſaid *Bruen Ball* hath lately contracted and agreed with the ſaid *Adam Aſton* for the purchaſe of the annuity, yearly rent or ſum of ſix hundred pounds of lawful money of Great Britain, herein after covenanted and agreed to be paid to him the ſaid *Bruen Ball* for his life, for the price or ſum of five thouſand pounds of like money. Now this Indenture witneſſeth, That in purſuance of the ſaid agreement, and for and in conſideration of the ſaid ſum of five thouſand pounds of lawful money of Great Britain, to the ſaid *Adam Aſton* in hand paid by the ſaid *Bruen Ball* at or before the enſealing and delivery of theſe preſents, (the receipt whereof he the ſaid *Adam Aſton* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Bruen Ball*, his executors, adminiſtrators and aſſigns, and every of them, for ever by theſe preſents,) he the ſaid *Adam Aſton* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Bruen Ball*, his executors, adminiſtrators and aſſigns, that he the ſaid *Adam Aſton*, his heirs, executors and adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Bruen Ball* and his aſſigns, for and during the term of his natural life, one annuity, yearly rent or ſum of ſix hundred pounds of lawful money of Great Britain, free and clear of and from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe, the ſame annuity to be paid, and payable at or in the common dining-hall of Lincoln's-inn in the county of Middleſex yearly, and every year, at or upon the four moſt uſual feaſts or days of payment in the year, (that is to ſay,) the feaſts of Saint Michael the Archangel, the Birth of our Lord Chriſt, the Annunciation of the Bleſſed Virgin Mary, and the Nativity of Saint John the Baptiſt, by even and equal portions; the firſt payment thereof to begin and be made on the feaſt-day of Saint Michael the Archangel next enſuing the date hereof. And whereas the ſaid *Adam Aſton*, for the better ſecuring the payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds, to the ſaid *Bruen Ball* for his life, in manner aforeſaid, hath on or before the day of the date hereof transferred unto the ſaid *David Aſton* and *Edmund Ellis* the ſum of twelve thouſand pounds South-ſea annuities, as by the books of the South-ſea company, relation being thereunto had, may appear. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and it is to the true intent and meaning of them, and of theſe preſents, that the ſaid ſum of twelve thouſand pounds South-ſea annuities, ſo transferred to the ſaid *David Aſton* and *Edmund Ellis* as aforeſaid, is and was ſo transferred to them upon the truſts, and to and for the intents and purpoſes, and under and ſubject to the proviſoes and agreements herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay,) upon truſt and confidence, that they the ſaid *David Aſton* and *Edmund Ellis*, and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do permit and ſuffer, and alſo ſhall and will do, perform, and execute all and every act, deed and thing, which ſhall be proper and ſufficient to enable him the ſaid *Adam Aſton*, his executors and adminiſtrators, to receive and take the yearly intereſt, dividends, and produce of the ſaid ſum of twelve thouſand pounds South-ſea annuities, as the ſame ſhall from time to time ariſe and become due to and for his and their own uſe and benefit in the mean time, and until default ſhall happen to be made of or in payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds, or any part thereof, by the ſpace of twenty-eight days next over or after any of the ſaid feaſts or days of payment whereon the ſame ought to be paid as aforeſaid: And upon this further truſt and confidence, and to the intent and purpoſe, that in caſe the ſaid annuity, yearly rent or ſum of ſix hundred pounds, or any part thereof, ſhall happen to be behind or unpaid, to him the ſaid *Bruen Ball*, or his aſſigns, by the ſpace of twenty-eight days next over or after any of the ſaid feaſts or days of payment whereon the ſame is herein before covenanted and agreed to be paid as aforeſaid, then and ſo often they the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do by and out of the yearly intereſt, dividends and produce of the ſaid ſum of twelve thouſand pounds South-ſea annuities, or by ſale of any or a competent part of the ſame annuities, or by ſuch other ways or means as they the ſaid truſtees, or the ſurvivor of them, or the executors adminiſtrators or aſſigns of ſuch ſurvivor ſhall think fit, raiſe and levy ſuch ſum and ſums of money as ſhall be ſufficient from time to time to anſwer, pay and ſatisfy unto him the ſaid *Bruen Ball* and his aſſigns, during his natural life, the ſaid annuity, yearly rent, or ſum of ſix hundred pounds, or ſo much thereof as ſhall from time to time ſo happen to be in arrear and unpaid, together alſo with all ſuch coſts, charges, damages and expences as he the ſaid *Bruen Ball*, or the ſaid truſtees, or any, or either of them, their, or any or either of their executors, adminiſtrators or aſſigns, ſhall ſuſtain, expend or be put unto, for or by reaſon of the non-payment of the ſaid annuity, or any part thereof, at the days and times, and in manner as is herein before in that behalf covenanted and agreed upon, and ſhall and do pay, apply and diſpoſe of the ſame accordingly. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that from and after the deceaſe of him the ſaid *Bruen Ball*, and payment of all arrears which ſhall be then due of the ſaid annuity, yearly rent or ſum of ſix hundred pounds, (if any ſuch ſhall then happen to be) together with all coſts, charges, damages and expences attending the execution of the aforeſaid truſts, then and immediately thereupon, or ſo ſoon after as conveniently may be, they the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, or the executors adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and will at the requeſt, coſt and charges of the ſaid *Adam Aſton*, his executors or adminiſtrators, re-transfer and make over the ſaid ſum of twelve thouſand pounds South-ſea annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the purpoſes aforeſaid, and all dividends or intereſt then due upon or for the ſame, or any part thereof, unto him the ſaid *Adam Aſton*, his executors and adminiſtrators, to and for his and their own uſe and benefit; (any thing herein contained to the contrary notwithſtanding.)

The parties.

The agreement for the purchaſe of this annuity recited.

The conſideration.

The grant and agreement to pay the annuity,

during the life of the grantee.

A tranſfer of South-ſea annuities for ſecuring the payment, recited.

The agreement as to the South-ſea annuities,

to permit and enable the grantor to receive the dividends until default of payment,

and then to raiſe money to pay the grantee.

The annuity with coſts, *&c.*

Proviſo on the death of the grantee, *&c.*

The truſtees, *&c.* to re-tranſfer the South-ſea annuities, *&c.* to the grantor, *&c.*

The granter covenants to replace, &c. in case the security becomes deficient.

**And for the Conſideration**, ends and purpoſes aforeſaid, the ſaid *Adam Aſton* **Doth** hereby for himſelf, his heirs, executors and adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Bruen Ball*, his executors, adminiſtrators and aſſigns, that in caſe at any time hereafter during the natural life of the ſaid *Bruen Ball*, any part of the ſaid ſum of twelve thouſand pounds South-Sea annuities, ſhall be ſold or diſpoſed of, or that the price or value of South-Sea annuities ſhall ſink or fall ſo, and in ſuch ſort as that the ſaid ſum of twelve thouſand pounds South-Sea annuities ſhall in the judgment of them the ſaid *David Aſton* and *Edmund Ellis* or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, be inſufficient for ſecuring the payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds to the ſaid *Bruen Ball*, for the term of his natural life in manner aforeſaid, **then** and in both or either of the ſaid caſes, he the ſaid *Adam Aſton*, his heirs, executors or adminiſtrators, ſhall and will at his and their own proper coſts and charges, immediately upon the requeſt of him the ſaid *Bruen Ball* transfer and make over, or cauſe and procure to be transferred and made over unto them the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, upon the truſts, and for the intents and purpoſes aforeſaid, ſo much more annuities in the ſaid South Sea Company, or ſo much capital ſtock in the Bank of England, South-Sea Company, or Eaſt-India Company, or ſuch ſum and ſums of principal money ſecured upon ſome government, or other good and ſufficient ſecurity or ſecurities at intereſt, as they the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall from time to time think ſufficient and neceſſary to be added to the ſaid ſum of twelve thouſand pounds South-Sea annuities, or ſo much thereof as ſhall remain unſold as aforeſaid, thereby the better to ſecure the payment of the annuity, or yearly ſum of ſix hundred pounds to him the ſaid *Bruen Ball* for his life in manner aforeſaid.

Proviſo in caſe of redemption by parliament, &c. to re-inveſt in other ſecurities.

**Provided always nevertheleſs**, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid ſum of twelve thouſand pounds South-Sea annuities ſo transferred as aforeſaid, or any part thereof, or ſuch other ſtock or ſtocks, or ſum or ſums of money upon ſecurity or ſecurities at intereſt as are herein before covenanted and agreed to be transferred to the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, or the executors, adminiſtrators and aſſigns of ſuch ſurvivor, for the purpoſes, and upon the truſts and contingencies aforeſaid, or any of them, or any part thereof, ſhall at any time hereafter, during the natural life of the ſaid *Bruen Ball*, be redeemed or paid off by authority of parliament, or otherwiſe ſhall be paid in or come to the hands of them the ſaid *David Aſton* and *Edmund Ellis*, or the ſurvivor of them, then, and in ſuch caſe, and ſo often it ſhall and may be lawful to and for them the ſaid truſtees, and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor from time to time, during the natural life of the ſaid *Bruen Ball*, to lend and place out the monies ſo paid in or coming to their hands, or any part thereof, with the conſent and approbation of the ſaid *Bruen Ball* and *Adam Aſton*, if they be both then living; and in caſe the ſaid *Adam Aſton* be then dead, then with the conſent and approbation of the ſaid *Bruen Ball*, upon any public or private ſecurity or ſecurities at intereſt, or to inveſt the ſame, or any part thereof, in the purchaſe of ſtock in any of the public funds or companies, upon the truſts, and ſubject to the proviſoes and agreements aforeſaid; (any thing herein contained to the contrary notwithſtanding.)

Proviſo, in caſe of death of truſtees, to appoint others *toties quoties*.

**Provided alſo**, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid *David Aſton* ſhall happen to depart this life in the life-time of the ſaid *Bruen Ball*, then, and in ſuch caſe, it ſhall and may be lawful to and for him the ſaid *Adam Aſton*, his executors or adminiſtrators, to name and appoint one other fit and proper perſon as a truſtee for the purpoſes aforeſaid, in the room and ſtead of the ſaid *David Aſton*, and ſo from time to time, and ſo often as the truſtees named by the ſaid *Adam Aſton*, his executors or adminiſtrators, ſhall happen to die, living the ſaid *Bruen Ball*; but in caſe the ſaid *Edmund Ellis* ſhall happen to depart this life in the life-time of the ſaid *Bruen Ball*, **then**, and in ſuch caſe, it ſhall and may be lawful to and for him the ſaid *Bruen Ball* to name and appoint one other fit and proper perſon as a truſtee for the purpoſes aforeſaid, in the room and ſtead of the ſaid *Edmund Ellis*, and ſo from time to time, and ſo often as the truſtee named by the ſaid *Bruen Ball* ſhall happen to die, living him the ſaid *Bruen Ball*.

On appointment of new truſtee, the South-Sea annuities, &c. to be transferred to the then truſtees,

upon the like truſts, &c.

**And it is hereby further declared and agreed** by and between all the ſaid parties to theſe preſents, that when and ſo often as any new truſtee or truſtees ſhall be named or appointed in manner aforeſaid, in the room and ſtead of the ſaid *David Aſton* and *Edmund Ellis*, or either of them, or of any other truſtee or truſtees dying in the life-time of the ſaid *Bruen Ball* as aforeſaid, then, and ſo often the ſurviving truſtee of the premiſes for the time being, ſhall, at the coſts and charges of the ſaid *Adam Aſton*, his executors and adminiſtrators, transfer and make over the ſaid ſum of twelve thouſand pounds South-Sea annuities, or ſuch other ſtocks, funds or ſecurity or ſecurities for money, as ſhall then be the ſecurity or ſecurities for payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds in manner aforeſaid, ſo and in ſuch ſort as that the ſame ſhall be legally and effectually veſted in the joint-names of ſuch ſurviving truſtee, and of ſuch new truſtee for the time being, to be named and appointed as aforeſaid, upon the like truſts, and under and ſubject to the like proviſoes and agreements, as are herein before expreſſed and declared of and concerning the ſaid ſum of twelve thouſand pounds South-Sea annuities ſo transferred as aforeſaid; (any thing herein contained to the contrary notwithſtanding.

Truſtees not to be accountable for more than they receive reſpectively, &c.

**And it is hereby further declared and agreed** by and between all the ſaid parties to theſe preſents, that the truſtees of the premiſes for the time being, or either or any of them, their or either or any of their executors or adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more monies than they reſpectively ſhall actually receive, or ſhall come to their reſpective hands by virtue of the truſts aforeſaid; nor with or for the loſs of ſuch monies, or any part thereof, ſo as the ſame happen without their wilful default; nor the one of them for the other of them, or for the acts, deeds, receipts or diſburſements the one of the other, but each of them only for his own acts, deeds, receipts and diſburſements:

and to retain their charges.

**And alſo** that it ſhall and may be lawful to and for the ſame truſtees, and each and every of them, their and each and every of their executors and adminiſtrators in the firſt place, out of the ſaid truſt premiſes to deduct and re-imburſe themſelves all ſuch loſſes, coſts, charges, damages and expences, as they or any of them ſhall be put unto or ſuſtain for or by reaſon of the truſts hereby in them repoſed, or the management or execution thereof, or any thing relating thereunto. **In witneſs**, &c.

*(Newnam.)*

A Grant

## A Grant *of the Moiety of an Annuity during Life.*

THIS Indenture, made, &c. Between *J. F.* of, &c. *F. J.* of, &c. of the one part, and *R. C.* of, &c. of the other part, Witnesseth, that the said *J. F.* and *F. J.* for and in consideration of the sum of eight hundred pounds of lawful money of Great Britain, to them in hand paid by the said *R. C.* at or before the ensealing and delivery of these presents, the receipt whereof, and themselves therewith fully satisfied and paid, they the said *J. F.* and *F. J.* do hereby acknowledge, and thereof do release, acquit and for ever discharge the said *R. C.* his heirs, executors and administrators, by these presents, Have granted, bargained, sold and confirmed and by these presents Do fully and absolutely grant, bargain, sell and confirm unto the said *R. C.* one annuity or annual rent of one hundred pounds by the year, (being the moiety or half part of one entire annuity or annual rent of two hundred pounds by the year, arising, due and payable unto the said *J. F.* and *F. J.* out of the manor of A. or out of any part or parcel thereof;) To have and to hold the said annuity or annual rent of one hundred pounds herein before mentioned to be bargained and sold, unto the said *R. C.* and his assigns, from the, &c. last past before the date of these presents, for and during the term of fourscore years, if he the said *R. C.* shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as they the said *J. F.* and *F. J.* or either of them now hath, ever had, or could, or might, or can, or may in any wise grant, bargain or sell the same, to the only use and behoof of the said *R. C.* and his assigns. And the said *J. F.* and *F. J.* the said annual rent of one hundred pounds herein before mentioned to be bargained and sold, against themselves and all other persons lawfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them, unto the said *R. C.* and his assigns, shall and will warrant and defend by these presents. And the said *J. F.* and *F. J.* do for themselves, and each of them doth for himself, their and his heirs, executors and administrators, and every of them, covenant, promise and grant to and with the said *R. C.* his executors, administrators and assigns, and every of them, by these presents in manner following (that is to say) that they the said *J. F.* and *F. J.* or one of them, for and notwithstanding any act or thing by them or either of them heretofore done or suffered to the contrary, have or hath in themselves, or one of them, at the time of their sealing of these presents, good right and lawful authority, to grant, bargain and sell unto the said *R. C.* and his assigns, the said annual rent of one hundred pounds by the year, in such manner and form as is herein before mentioned. And further, that the said *R. C.* and his assigns, shall and lawfully may, during the said term of, &c. if the said *R. C.* shall so long live, peaceably and quietly have, hold, enjoy and receive, retain and keep the said annual rent or sum of one hundred pounds by the year before granted, without the lawful let, suit, trouble, denial or disturbance of or by the said *J. F.* and *F. J.* or either of them, or of or by any other person or persons lawfully claiming, by, from or under them, or either of them, their or either of their estate, right or title. And further, that the said bargained premises were, are and be, and so shall remain and continue to the said *R. C.* and his assigns, during the said term of fourscore years, if the said *R. C.* shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said *J. F.* and *F. J.* or one of them, their or one of their heirs, executors or administrators, sufficiently saved harmless and indemnified of and from all former and other gifts, grants, bargains, sales, leases, jointures, dowers, statutes, judgments, recognizances, titles, troubles, and incumbrances whatsoever, at any time heretofore had, made, committed or suffered, by them the said *J. F.* and *F. J.* or either of them. And the said *J. F.* and *F. J.* do for themselves, their heirs, executors and administrators, and every of them, covenant and promise to and with the said *R. C.* his executors, administrators and assigns, and every of them by these presents, that the said *J. F.* and *F. J.* and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful estate, right or title in or unto the said bargained premises, or any part thereof, by, from or under them the said *J. F.* and *F. J.* shall and will, at any time during the space of five years next after the date of these presents, if the said *R. C.* shall so long live, at and upon the reasonable request, and at the proper costs and charges in the law, of the said *R. C.* and his assigns, make, acknowledge and execute to the said *R. C.* and his assigns, all and every such further and other lawful and reasonable act and acts, device, conveyance and assurance in the law whatsoever, for the better holding and enjoying of the said one hundred pounds herein before granted, according to the true meaning of these presents, as by the said *R. C.* and his assigns, or any of them, or his or their council learned in the law, shall be devised, advised or required; so that such person or persons, who are to make such further assurance as aforesaid, be not therefore compelled to travel farther to the cities of London or Westminster, which said other assurances, so to be had and made as aforesaid, shall be and enure, and shall be judged and taken to be and enure, and by the parties is hereby so declared, to the only use and behoof of the said *R. C.* and of his assigns, and to no other use or purpose whatsoever. In witness, &c.

Considération,

Grant

Habendum for 80 years.

Covenant of warranty.

Hath power to grant.

For quiet enjoyment.

Premises shall continue free from incumbrances, &c.

For further assurances during five years

*(Wood.)*

### *Grant of an Annuity, by an Incumbent out of his Living, with a Demise to a Trustee.*

THIS Indenture Tripartite, made the 20th day of June, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Francis Jones*, Rector of L. in the county of K. Clerk, of the one part, *Absalom Burt* of ——— in the county of ———, Esquire, of the second part, and *John Brown* of, &c. Esquire, of the third part, Witnesseth, That for and in consideration of the sum of ——— pounds of lawful money of Great-Britain to the said *F. J.* at and before the ensealing and delivery of these presents, in hand well and truly paid by the said *A. B.* the receipt whereof the said *F. J.* doth hereby acknowledge, and thereof and of every part thereof doth acquit and discharge the said *A. B.* his executors, administrators and assigns, by these presents, He the said *F. J.* hath given, granted, bargained, sold and confirmed, and by these presents, Doth give, grant, bargain, sell and confirm, unto the said

Considération.

Grant.

For grantee's life.

Parcels of glebe lands, &c.

And tythes, &c.

Habendum.

said *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of him the ſaid *F. J.* **one annuity** or yearly rent or ſum of thirty pounds of lawful money of Great-Britain, to be iſſuing, going, payable, had, received and taken by and out of **All thoſe** forty acres of glebe lands, and all that meſſuage or tenement, barn, ſtable, *&c.* lying and being in the pariſh of L. in the county of K. and belonging to the ſaid *F. J.* as Rector of the pariſh church of L. aforeſaid, and which are now in the tenure or occupation of *G. G.* as tenant thereof, at the yearly rent of ——— pounds, and by and out of all other houſes, out-houſes, barns, ſtables, buildings, orchards, gardens, lands and appurtenances, to the ſame rectory belonging or in any wiſe appertaining; **And alſo** all and ſingular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, paſtures, commons, woods, waters, profits, privileges and advantages whatſoever, belonging to or payable to the ſaid *F. J.* as Rector of the ſaid pariſh or pariſh church of L. aforeſaid, **To have, hold,** receive, take and enjoy the ſaid annuity or yearly rent of thirty pounds, and every part thereof, unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of him the ſaid *F. J.* to be paid and payable to him the ſaid *A. B.* his executors, adminiſtrators and aſſigns, at or in the common dining-hall of Lincoln's Inn, in the county of Middleſex, by four equal quarterly payments, at or on the four moſt uſual feaſt days or days of payment in the year *(that is to ſay)* the feaſt day of St. John the Baptiſt, the feaſt of St. Michael the Archangel, the feaſt of our Lord Chriſt, and the feaſt of the annunciation of the bleſſed Virgin Mary, by even and equal portions, without any manner of deduction, defalcation or abatement out of the ſame or any part thereof, for or in reſpect of any taxes, charges, aſſeſſments, payments, or other matter, cauſe or thing whatſoever taxed, charged or impoſed, or to be taxed, charged or impoſed upon the premiſes, or any part thereof, or upon the ſaid *A. B.* his executors, adminiſtrators or aſſigns, for or in reſpect thereof, or of the ſaid annuity or yearly rent of thirty pounds, by authority of parliament, or otherwiſe howſoever; the firſt payment of the ſaid annuity or yearly rent, to begin and be made on the feaſt day of St. John the Baptiſt next enſuing the date of theſe preſents: **And it is hereby declared and agreed,** That in caſe the ſaid annuity, or yearly rent or ſum of thirty pounds, or any part thereof, ſhall happen to be behind and unpaid by the ſpace of thirty days next over or after any of the ſaid quarterly feaſts or days of payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often, and from time to time, it ſhall and may be lawful to and for the ſaid *A. B.* his executors, adminiſtrators and aſſigns, during the life of the ſaid *F. J.* into and upon the ſaid glebe lands, tenements and premiſes, belonging to the ſaid *F. J.* as Rector of the ſaid pariſh or pariſh church of L. aforeſaid, and all and every the appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any part or parcel thereof, to enter and diſtrain for the ſaid annuity or yearly rent of thirty pounds, and all arrears thereof, and the diſtreſs and diſtreſſes then and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwiſe to diſpoſe thereof, according to due courſe of law, until he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall be fully paid and ſatisfied the ſaid annuity or yearly rent of thirty pounds, and all arrears thereof, and all coſts, charges and expences occaſioned by the non-payment thereof, on the days and times in that behalf before mentioned: **Provided always,** That in caſe the ſaid annuity or yearly rent or ſum of thirty pounds, or any part thereof, ſhall happen to be behind and unpaid by the ſpace of forty days next over or after any of the ſaid quarterly feaſts or days of payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded), then and ſo often it ſhall and may be lawful to and for the ſaid *A. B.* his executors, adminiſtrators and aſſigns, during the natural life of him the ſaid *F. J.* into and upon the ſaid glebe lands, tenements, and all and ſingular other the premiſes, with the appurtenances, or into or upon any part thereof, in the name of the whole, to enter, and the ſame to have, hold and enjoy, and the rents and profits thereof, and of every part thereof, to receive and take during the life of the ſaid *F. J.* to and for the ſole uſe and benefit of him the ſaid *A. B.* his executors, adminiſtrators and aſſigns, until he or they ſhall be thereby or therewith or otherwiſe fully paid and ſatisfied the ſaid annuity or yearly rent or ſum of thirty pounds, and all arrears thereof, and alſo ſo much of the ſame annuity or yearly rent as ſhall incur and grow due during ſuch time as he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall continue in the poſſeſſion of the ſame premiſes after ſuch entries as aforeſaid, and alſo all ſuch coſts, charges, damages and expences as ſhall be occaſioned by the non-payment of the ſaid annuity or yearly rent, or any part thereof, on the feaſts or days of payment aforeſaid; **And** the ſaid *F. J.* hath made, ordained, conſtituted and appointed, and by theſe preſents **Doth** make, ordain, conſtitute and appoint the ſaid *A. B.* his executors, adminiſtrators and aſſigns, his true and lawful attorney and attornies irrevocable in the name of him the ſaid *F. J.* but on the behalf, and for the only proper uſe and benefit of the ſaid *A. B.* his executors, adminiſtrators and aſſigns, from time to time during the life-time of the ſaid *F. J.* as often as the ſaid annuity or yearly rent or ſum of thirty pounds, or any part thereof, ſhall happen to be behind and unpaid by the ſpace of thirty days as aforeſaid, to aſk, demand, collect and receive, of and from all and every the pariſhioners of the ſaid pariſh of L. or any other perſon or perſons to whom the ſaid *F. J.* hath let or demiſed, or ſhall or may let or demiſe the ſame, all and ſingular the tythes, tenths, oblations, obventions, dues, fees, profits and advantages yearly coming, ariſing, renewing or happening within the ſaid pariſh of L. and the tythable places thereof, **And** upon non-payment thereof, or of any part thereof, to bring, commence and proſecute all and every ſuch action and actions, ſuit and ſuits, either at law or in equity, againſt all and every perſon or perſons, and to take all other lawful ways and methods in the name of him the ſaid *F. J.* for the recovering and receiving the ſame, as ſhall be thought proper and neceſſary by the ſaid *A. B.* his executors, adminiſtrators or aſſigns, and upon receipt thereof, or of any part thereof, to give good and ſufficient receipts and diſcharges for the ſame reſpectively; and the ſaid *F. J.* doth hereby give and grant to the ſaid *A. B.* his executors, adminiſtrators and aſſigns, full and abſolute power and authority to act and do every thing in the premiſes for the purpoſes aforeſaid, as fully and effectually as if he himſelf was perſonally preſent at the doing thereof reſpectively; and the ſaid *F. J.* doth hereby ratify and confirm all and whatſoever the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done in the premiſes, by virtue of theſe preſents; **And** the ſaid *F. J.* **Doth** for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *F. J.* his heirs, executors or adminiſtrators, ſhall and will truly pay or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, for and during the natural life of him the ſaid *F. J.* the ſaid annuity or yearly rent or ſum of thirty pounds, free, clear and diſcharged of and from all manner of taxes, aſſeſſments, charges and other deductions, either parliamentary or otherwiſe, at the days

On non-payment, to enter and diſtrain for the annuity and all arrears, and all coſts.

Proviſo in caſe of non-payment to enter and receive the rents, *&c.*

To pay the annuity, and all arrears, coſts, *&c.*

Letter of attorney for grantee to demand rent, tythes, *&c.*

And upon non-payment to ſue.

Covenant for payment of an annuity.

days and times, and in manner and form herein before limited and appointed reſpectively for payment thereof: And this Indenture further witneſſeth, That for the conſideration aforeſaid, and for the further, better and more effectual ſecuring the payment of the ſaid annuity or yearly rent or ſum of thirty pounds at the reſpective days and times and in manner aforeſaid, and in conſideration of the ſum of ten ſhillings of like lawful money to the ſaid *F. J.* in hand paid by the ſaid *J. B.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, He the ſaid *F. J.* hath granted, bargained, ſold and demiſed, and by theſe preſents Doth grant, bargain, ſell and demiſe unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, the ſaid glebe lands, *&c.* and all and ſingular the ſaid tythes, *&c.* belonging or payable to him the ſaid *F. J.* as Rector of the ſaid pariſh or pariſh church of L. aforeſaid; And all his eſtate, right, title and intereſt of, in and to the ſame reſpectively, To have and to hold the ſaid glebe lands, *&c.* and all and ſingular other the premiſes hereby demiſed, or meant, mentioned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during and to the full end and term of ninety-nine years from thence next enſuing, and fully to be compleat and ended, in caſe the ſaid *F. J.* ſhall happen to live ſo long, without impeachment of waſte, Upon the Truſts and under and ſubject to the proviſo and agreements herein after mentioned, expreſſed and declared, of and concerning the ſame, (that is to ſay) Upon Truſt to permit and ſuffer the ſaid *F. J.* and his aſſigns to enjoy, receive and take the rents, iſſues, tythes, dues and profits of the ſaid glebe lands, meſſuage or tenement and premiſes hereby demiſed, or mentioned or intended ſo to be, and every of them, to and for his and their own uſe and benefit, until default ſhall happen to be made of or in payment of the ſaid annuity or yearly rent or ſum of thirty pounds, or ſome part thereof, on the days and times herein before limited or appointed for payment thereof; And upon this further Truſt, That in caſe the ſame annuity or yearly rent or ſum of thirty pounds, or any part thereof, ſhall happen to be behind or unpaid, by the ſpace of ſixty days next over or after any of the ſaid feaſt days or times of payment, whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded), then and ſo often it ſhall and may be lawful to and for the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from time to time during the natural life of the ſaid *F. J.* by and out of the rents, iſſues, tythes, dues and profits of the ſaid glebe lands, meſſuage or tenements and premiſes hereby demiſed, or mentioned or intended ſo to be, and belonging and payable to him the ſaid *F. J.* as Rector of the ſaid pariſh or pariſh church of L. aforeſaid, or by demiſing, leaſing or mortgaging the ſame, or any part thereof, for and during any part of the ſaid term of ninety-nine years, in caſe the ſaid *F. J.* ſhall happen to live ſo long, or by ſuch other ways or means, for and during the natural life of the ſaid *F. J.* as to the ſaid *J. B.* his executors, adminiſtrators or aſſigns, ſhall ſeem meet and neceſſary, to raiſe and levy ſuch ſum and ſums of money as ſhall be ſufficient, from time to time, to pay and ſatisfy the ſaid annuity or yearly rent or ſum of thirty pounds, or ſo much thereof as ſhall, from time to time during the life-time of the ſaid *F. J.* happen to be in arrear and unpaid, together alſo with all coſts, charges, damages and expences, as the ſaid *A. B.* or the ſaid *J. B.* reſpectively, or their reſpective executors, adminiſtrators or aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the nonpayment of the ſaid annuity or yearly rent or ſum of thirty pounds at the days and times, and in manner herein before in that behalf mentioned, and ſhall and do pay, apply and diſpoſe of the ſame monies accordingly; And ſhall and do permit and ſuffer the ſaid *F. J.* and his aſſigns to receive and take the reſidue and overplus of the ſaid rents, iſſues, dues and profits of the ſaid glebe lands, meſſuage or tenements and premiſes hereby demiſed, over and above ſo much thereof as ſhall be ſufficient, from time to time, to pay and ſatisfy the ſaid annuity or yearly rent or ſum of thirty pounds, and all arrears thereof, and all coſts, charges and expences, attending the execution of the truſts before mentioned, to and for his and their own uſe and benefit: Provided always nevertheleſs, and it is the true intent and meaning of theſe preſents, and of all the ſaid parties hereto, and the ſaid *A. B.* doth hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *F. J.* his executors and adminiſtrators, by theſe preſents, that if and in caſe the ſaid *F. J.* ſhall and do well and truly pay or cauſe to be paid to the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the full and clear ſum of ten pounds of lawful money of Great Britain, on or before or within thirty days next after the feaſt day of St. Michael the Archangel next enſuing the date of theſe preſents, being the ſecond quarter or half yearly feaſt day, appointed for the payment of the ſaid annuity of thirty pounds as aforeſaid, and ſo from time to time, at or before or within thirty days next after every other ſucceeding half yearly feaſt or day of payment, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the ſum of ten pounds of lawful money of Great Britain, and ſhall continue during the life-time of him the ſaid *F. J.* by ſuch half yearly payments of ten pounds, to pay and ſatisfy the ſaid annuity to the ſaid *A. B.* his executors, adminiſtrators or aſſigns, that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will receive and accept of ſuch ſums of ten pounds ſo to be paid by half yearly payments, in full payment, diſcharge and ſatisfaction, of any greater ſum of money ſo agreed to be paid as aforeſaid, and as and for full payment of the ſaid annuity or yearly rent or ſum of thirty pounds, any thing herein before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs whereof, *&c.*

Conſideration of a deviſe to a truſtee.

Habendum for 99 years, if grantor ſo long lives.

Upon truſt to permit grantor to enjoy until default in payment of the annuity.

And upon further truſt in caſe of nonpayment.

To raiſe and levy ſo much, *&c.* as will pay the annuity and all arrears and coſts.

And permit grantor to receive the overplus.

Proviſo that if grantor pay 10l. every half year, the ſame ſhall be in full for the annuity of 30l.

*(Comyn.)*

N. B. *'Tis uſual with this grant for the purchaſer to take a* bond *for the payment of the annuity, and* a warrant of attorney *to confeſs judgment thereon, that the judgment may be entered up and remain a ſecurity for the money, in caſe the incumbent ſhould reſign, or be* deprived *of his living.*

## Grant of an Annuity *for Years.*

THIS Indenture, made the 20th day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *John Fry* of, *&c.* of the one part, and *Richard Cook* of, *&c.* of the other part, Witneſſeth, That the ſaid *J. F.* for and in conſideration of the ſum of one hundred pounds of lawful money of Great Britain, to him paid by the ſaid *R. C.* before the enſealing and delivery hereof, (the

Conſideration.

(the receipt whereof he doth hereby acknowledge, and thereof doth by theſe preſents for ever acquit and diſcharge the ſaid *R. C.* his executors, adminiſtrators and aſſigns,) **hath** given, granted and confirmed, and by theſe preſents **doth** give, grant and confirm, for him and his heirs, unto the ſaid *R. C.* his executors, adminiſtrators and aſſigns, **One annuity** or yearly rent-charge of forty pounds of lawful money of Great-Britain, to be iſſuing and going out of all thoſe lands, *&c.* with their and every of their appurtenances in B. in the county of C. **To have and to hold**, perceive, receive and take the ſaid annuity or yearly rent-charge of, *&c.* unto the ſaid *R. C.* his executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents, for and during the full term of twenty years now next enſuing, and fully to be compleat and ended, if the ſaid *R. C.* ſhall ſo long live, to be paid at the four moſt uſual feaſts or terms in the year, that is to ſay, at the feaſt of, *&c.* by even and equal portions. **And the ſaid** *J. F.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, that if the ſaid yearly rent of, *&c.* ſhall happen to be behind and unpaid in part or in all, for the ſpace of ten days after any of the days before limited for the payment thereof, being lawfully demanded, **That** then he the ſaid *J. F.* his, *&c.* ſhall forfeit and pay unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the ſum of forty ſhillings for every failure of payments of the ſaid annuity or rent-charge on the ſaid days before appointed for the payment of the ſame; **And alſo**, that it ſhall and may be lawful to and for the ſaid *R. C.* his executors, adminiſtrators and aſſigns, from time to time, from and after the ſaid feaſt days appointed for payment of the ſaid annuity or rent-charge, if the ſame be not then paid, to enter into and upon the, *&c.* and diſtrain, as well for the ſaid yearly rents as for the ſaid ſum or ſums of money which ſhall happen to be forfeited in manner and form aforeſaid. **And** the ſaid *J. F.* for himſelf, his, *&c.* doth covenant, promiſe and agree, to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. F.* at the time of the enſealing and delivery of theſe preſents, is ſolely, rightfully and abſolutely ſeiſed in his demeſne as of fee to his own proper uſe and behoof, without any manner of conſideration, limitation of any uſe or uſes to alter, change or determine the ſame, of and in the ſaid, *&c.* and all other the premiſes above-named, with their appurtenances, and of every part and parcel thereof; **And** that he now hath full power and lawful authority to charge all the ſaid premiſes with the appurtenances, and every part thereof, with the ſaid annuity or yearly rent of, *&c.* in manner and form aforeſaid; **And alſo** that the ſaid, *&c.* and all other the premiſes now are, and at all times during the ſaid twenty years ſhall remain, continue and be liable (if the ſaid *R. C.* ſhall ſo long live) to the diſtreſs and diſtreſſes of the ſaid *R. C.* his executors, adminiſtrators or aſſigns, as the caſe ſhall require, for and concerning the ſaid yearly rent or penalties in theſe preſents before-mentioned. **And** the ſaid *J. F.* for himſelf, *&c.* that the ſaid *J. F.* his executors or aſſigns, ſhall and will from time to time, and at all times during the ſpace of four years next enſuing the date hereof, at the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *R. C.* his executors, adminiſtrators or aſſigns, make, acknowledge and do, or cauſe to be made, acknowledged and done, all and every ſuch further, reaſonable and lawful act and acts, thing and things, device and devices in the law whatſoever, for the farther, more perfect and better aſſurance and conveyance of the ſaid annuity or yearly rent-charge of, *&c.* to the ſaid *R. C.* his executors, adminiſtrators or aſſigns, for and during the ſaid term of twenty years, if the ſaid *R. C.* ſhall ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid *R. C.* his executors or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. **In Witneſs** whereof the ſaid *J. F.* hath given and delivered unto the ſaid *R. C.* five ſhillings of lawful money of Great Britain, in the name of ſeiſin of the aforeſaid annuity or yearly rent-charge of, *&c.* before mentioned; **And alſo** the ſaid *J. F.* and *R. C.* have hereto ſet their hands and ſeals, the day and year firſt above written.

Grant.

Habendum for years if grantee lives.

To forfeit 40s. for every failure in payment.

Clauſe of diſtreſs for the annuity and forfeiture.

Grantor lawfully ſeiſed,

and hath power to grant.

That the premiſes ſhall remain liable to diſtreſs.

For further aſſurance for four years.

*(Newnam.)*

## Grant of an Annuity *for Life to qualify*, &c.

**THIS Indenture**, *&c.* **Between** *M. H.* of London, Merchant, of the one part, and *R. E.* of, *&c.* Eſquire, of the other part. **Whereas** the ſaid *M. H.* now is and ſtandeth lawfully ſeiſed of and in the ſeveral meſſuages or tenements, ground-rents and hereditaments herein after mentioned, and of the reverſion and inheritance thereof of an eſtate in fee-ſimple, to him and his heirs, free from all incumbrances: **Now this Indenture witneſſeth**, that as well for and in conſideration of the ſum of two thouſand ſix hundred pounds of *&c.* the receipt, *&c.* as alſo for divers other, *&c.* he the ſaid *M. H.* **hath** given, granted, bargained, ſold, aliened and confirmed, and by theſe preſents for himſelf, his heirs and aſſigns, **doth** freely, clearly and abſolutely give, *&c.* unto the ſaid *R. E.* **One annuity** or yearly rent charge of two hundred pounds of lawful money of Great Britain, clear of all taxes, charges, deductions and reprizes whatſoever, to be yearly iſſuing, had, taken and received by the ſaid *R. E.* and his aſſigns, during his life, out of all thoſe, *&c.* the ſaid annuity or yearly rent charge of two hundred pounds, to be paid at or upon the four moſt uſual feaſts, *&c.* free and clear of and from all reprizes, and without any deduction or abatement to be made out of the ſaid annuity or yearly rent charge of two hundred pounds for or in reſpect of any parliamentary or other taxes, charges, impoſitions or aſſeſſments, or otherwiſe howſoever; the firſt payment thereof to begin and to be made at, *&c.* **And** the ſaid *M. H.* hath paid to the ſaid *R. E.* ten ſhillings of lawful money of Great Britain, in part of and as and in the name of ſeiſin of the ſaid annuity or rent-charge; **To have and to hold**, receive, take and enjoy the ſaid annuity or yearly rent-charge of two hundred pounds unto the ſaid *M. H.* and his aſſigns, from the day of the date of theſe preſents, for and during the term of his natural life, payable quarterly, at the four ſeveral feaſts, and in manner aforeſaid, to and for his own proper uſe, benefit and behoof; and the ſaid *M. H.* for himſelf, his executors, adminiſtrators and aſſigns, covenants by theſe preſents, in manner and form following, *(To pay the annuity, re-enter on non-payment;)* and alſo that in caſe of ſuch diſtreſs or diſtreſſes ſo from time to time to be found in or upon the ſaid meſſuage, lands and premiſes, or any part thereof, ſhall fall ſhort, and not be ſufficient to anſwer and pay the ſaid annuity or yearly rent-charge of two hundred pounds, clear of all reprizes and the arrearages thereof, and the coſts and charges, and damages of

Parties.

Grantor ſeiſed.

Conſideration.

Grant.

Seiſin.

Habendum.

Re-entry if ſhort diſtreſs, *&c.*

of the ſaid *R. E.* in ſuch caſe ſuſtained, and the ſaid *M. H.* his heirs, executors or adminiſtrators, ſhall not within fourteen days next after every or any of the ſaid feaſts or quarter-days on which the ſaid annuity or yearly rent-charge of two hundred pounds ought to be paid as aforeſaid, pay and ſatisfy unto the ſaid *R. E.* the ſaid annuity or yearly rent-charge, with the arrearages thereof, and all coſts, charges and damages occaſioned by the non-payment thereof; that then, and in ſuch caſe, ſo often it ſhall and may be lawful to and for the ſaid *R. E.* in and upon the ſaid meſſuages, lands and premiſes, or any part thereof, to enter, and the ſame to have, hold and enjoy, and take the rents, iſſues and profits thereof, while, and until he the ſaid *R. E.* ſhall be fully ſatisfied and paid all ſuch ſum and ſums of money as ſhall be then due and unpaid, and in arrear of and for the ſaid annuity or yearly rent-charge, together with his coſts, charges and damages, for or by reaſon of the non-payment thereof; and the ſaid *M. H.* for himſelf, his heirs and aſſigns, doth further covenant *(that he is lawfully ſeiſed, has power to grant,)* and alſo that the ſaid meſſuages, lands, tenements and premiſes herein before mentioned, and out of which the ſaid annuity or yearly rent-charge is hereby granted, or mentioned to be granted, and to be iſſuing as aforeſaid, ſhall from time to time, and at all times during the natural life of the ſaid *R. E.* be overt and liable to the diſtreſs and diſtreſſes of the ſaid *R. E.* for the ſaid annuity or yearly rent-charge, with the arrearages thereof: **And further,** That he the ſaid *M. H.* his heirs and aſſigns, ſhall and will, from time to time, and at all times, bear and pay all and all manner of parliamentary and other taxes, charges, aſſeſſments and impoſitions whatſoever, chargeable upon, or that ſhall and may be at any time payable for and in reſpect of the ſaid annuity or yearly rent-charge, and ſhall and will ſave harmleſs and keep indemnified the ſaid *R. E.* of, from and againſt the ſame: **Provided always nevertheleſs,** and it is hereby condeſcended unto, declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. E.* doth hereby conſent and agree, that if he the ſaid *R. E.* make the ſaid annuity or yearly rent-charge of two hundred pounds, or any part thereof, ſubject and liable to the ſatisfaction and diſcharge of any debt or incumbrance of him the ſaid *R. E.* that then and in ſuch caſe, and for ſo long time, the ſaid annuity or yearly rent-charge of two hundred pounds, and the payment thereof to the ſaid *R. E.* or any other perſon or perſons claiming in law or equity, by, from or under him, ſhall ceaſe, and the ſaid annuity or yearly rent-charge of two hundred pounds, and every part thereof, ſhall, for ſo long time, remain in the hands of the ſaid *M. H.* his heirs and aſſigns, and be retained by him and them, to and for his and their own proper uſe and benefit; this indenture, or any thing before contained to the contrary thereof, in any wiſe notwithſtanding. **In witneſs,** &c.

Seiſed. Power to grant. That the premiſes ſhall be liable to diſtreſs.

Granter to pay all taxes.

Proviſo that the grantee ſhall not ſubject the annuity to the payment of debts, nor otherwiſe incumber it.

*(Wood.)*

## Grant of an Annuity *for Life, in Conſideration of the Grantee's ſelling to Grantor all his Right in Stock.*

**THIS Indenture,** made, *&c.* **Between** *S. H.* of, *&c.* ſpinſter, of the one part, and *T. T.* of, *&c.* of the other part, **Witneſſeth,** that the ſaid *S. H.* for and in conſideration of the affection ſhe beareth towards the ſaid *T. T.* **And alſo** in conſideration of the annuity or yearly ſum of one hundred and ninety-four pounds to her the ſaid *S. H.* yearly to be paid by the ſaid *T. T.* his executors and adminiſtrators, during the term of the natural life of the ſaid *S. H.* herein after granted, bargained and ſold to the ſaid *S. H.* or her aſſigns, or mentioned or intended ſo to be, and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *S. H.* in hand paid by the ſaid *T. T.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **And** for other good cauſes and conſiderations her hereunto moving, **hath** given, granted, bargained and ſold, and by theſe preſents **doth** give, grant, bargain and ſell unto the ſaid *T. T.* his executors and adminiſtrators, **all** the right, title, intereſt, claim, property, ſhare and demand of her the ſaid *S. H.* of, in and to ſeven thouſand two hundred and forty pounds in the ſtock or fund, called or known by the name of the Orphans Debt, London, **And alſo** of, in and to the ſum of four hundred and ſeventy-ſeven pounds and three pence formerly alſo in the ſaid ſtock or fund, and which was paid off and diſcharged by the city of London aforeſaid, on or about the 14th day of January, 17—, and which ſaid ſeveral ſums of ſeven thouſand two hundred and forty pounds, and four hundred and ſeventy-ſeven pounds and three pence, were late part of the perſonal eſtate of *D. R. H.* deceaſed, brother of the ſaid *S. H.* and amongſt other things deviſed to them the ſaid *S. H. T. T.* in and by the laſt will and teſtament of the ſaid *D. R. H.* in manner therein mentioned and expreſſed; **To have, hold** and enjoy the ſame and every part and parcel thereof to him the ſaid *T. T.* his executors and adminiſtrators, to and for the only uſe and behoof of him the ſaid *T. T.* his executors and adminiſtrators. **And this Indenture further witneſſeth,** that the ſaid *T. T.* for and in conſideration of the grant and ſale, of the intereſt of her the ſaid *S. H.* of, in and to the ſaid ſeven thouſand two hundred and forty pounds, **And alſo of,** in and to the ſaid four hundred and ſeventy-ſeven pounds and three pence as aforeſaid, **And alſo** in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *T. T.* in hand paid by the ſaid *S. H.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **And** for other good cauſes and conſiderations her hereunto moving, **hath** given, granted, bargained and ſold, and by theſe preſents **doth** give, grant, bargain and ſell unto the ſaid *S. H.* and her aſſigns, **one Annuity** or yearly ſum of one hundred and ninety-four pounds, **To have,** perceive, take and enjoy the ſame annuity to her the ſaid *S. H.* and her aſſigns, for and during the term of the natural life of her the ſaid *S. H.* the ſame to be paid to the ſaid *S. H.* or her aſſigns yearly, for and during the term aforeſaid; the firſt payment thereof to be made on the feaſt of Saint John the Baptiſt, next enſuing the date of theſe preſents, and ſo from thenceforth to continue, and yearly to be paid to the ſaid *S. H.* or her aſſigns, during the natural life of the ſaid *S. H.* as aforeſaid, **And the ſaid** *T. T.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *S. H.* her executors, adminiſtrators and aſſigns, in manner following, *(that is to ſay,)* That he the ſaid *T. T.* ſhall and will, yearly and every year, well and truly pay or cauſe to be paid unto the ſaid *S. H.* or her aſſigns, the ſaid annuity or yearly ſum of one hundred and ninety-four pounds, and every part and parcel thereof, in manner and form aforeſaid, according to the tenor, purport, intention and true meaning of theſe preſents: **And alſo,** that in caſe the ſaid *S. H.* ſhall ſurvive the ſaid *T. T.* and that the ſaid *T. T.* ſhall not, at the time of his deceaſe, have

Conſideration for ſelling ſtock.

Grant.

*Habendum.*

Conſideration for the annuity.

Grant of annuity for life of grantee.

*Habendum.*

The ſeveral payments.

Granter's covenant

to pay the annuity.

And if granter ſhall die, and not leave a wife

or child, before grantee, his executors or adminiſtrators ſhall within 6 months after his death pay to grantee 1500l. Proviſo that after ſuch payment the ſum of 40l. part of the ſaid annuity, ſhall ceaſe.

have either wife or child living, that then and in ſuch caſe the executors and adminiſtrators of the ſaid *T. T.* ſhall pay or cauſe to be paid unto the ſaid *S. H.* within ſix months next after the deceaſe of the ſaid *T. T.* having no wife or child at ſuch time as aforeſaid, the ſum of one thouſand five hundred pounds of, *&c.* **Provided always**, and it is hereby agreed and declared, and is the true intent and meaning of the parties to theſe preſents, that from and after the payment of the ſaid one thouſand five hundred pounds, in manner aforeſaid, to the ſaid *S. H.* forty pounds, part of the ſaid annuity of one hundred and ninety-four pounds, ſhall ceaſe, determine, and be no longer paid, and the annuity, that ſhall from thence after be yearly paid to the ſaid *S. H.* by the executors and adminiſtrators of the ſaid *T. T.* during the natural life of the ſaid *S. H.* ſhall be the yearly ſum of one hundred and fifty-four pounds of lawful money of Great Britain, and which ſhall be in lieu and ſatisfaction of the ſaid annuity of one hundred and ninety-four pounds, and ſhall be paid at the times, and in the manner, as the ſaid herein before mentioned annuity of one hundred and ninety-four pounds is made payable. **In witneſs**, &c.

*(Pigot.)*

# APPOINTMENTS.

*Appointment of Monies to ariſe by Sale of Lands, and perſonal Eſtate, for the Benefit of the Appointer's Wife and Daughters, with Variety of contingent Diſpoſitions; and Power to the Wife (if ſhe ſurvives her Huſband) to make other Appointments, and then this to be void.*

Recital of a conveyance, by leaſe and releaſe, of a manor, *&c.* (by the appointer in this deed) to truſtees to ſell. Premiſes.

**To all to whom** theſe preſents ſhall come, *Abel Aſh* of Alton in the county of Surry, Eſquire, *ſendeth greeting*. **Whereas** in and by certain indentures of leaſe and releaſe, bearing date reſpectively the eighteenth and nineteenth days of this inſtant month of May, and made or mentioned to be made between the ſaid *Abel Aſh* of the one part, *Benjamin Bruce* of, *&c.* Eſquire, *Charles Carter* of, *&c.* Eſquire, and *David Dart* of, *&c.* Eſquire, of the other part, the ſaid *Abel Aſh* for the conſiderations therein mentioned, **did** grant and convey unto the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, their heirs and aſſigns, **all that** his manor commonly called Coalfield, with the appurtenances, in the county of Devon; **And all** his meſſuages, demeſne lands, farms, lands, tenements and hereditaments in Coalfield aforeſaid, or any of the villages, hamlets or precincts of the ſame; **And** the advowſon of the pariſh church of Coalfield aforeſaid; **And all** other the lands, tenements and hereditaments of the ſaid *Abel Aſh*, and of his own purchaſe in the ſaid county of Devon; **To hold** unto the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, their heirs and aſſigns, to, for and upon divers uſes, truſts, intents and purpoſes in the ſaid indenture of releaſe expreſſed and declared of and concerning the ſame; **And** (among others) **upon truſt**, that they the ſaid truſtees (after the ſeveral deceaſes of the ſaid *Abel Aſh* and *Emma* his wife) ſhould ſell and diſpoſe of the ſaid manor, lands, hereditaments and premiſes, and pay, apply and diſpoſe of the monies ariſing by ſuch ſale, and the rents and profits of the ſame premiſes in the mean time (from and after the deceaſe of the ſurvivor of them the ſaid *Abel Aſh* and *Emma* his wife) until ſuch ſale, after deduction of all coſts, charges and expences attending the execution of the truſts thereby created, *unto* ſuch perſon and perſons, and for ſuch uſes and purpoſes, and upon ſuch truſts as the ſaid *Abel Aſh* in his life-time, or the ſaid *Emma* his wife, after his deceaſe, by any deed or writing, deeds or writings, under his or her hand and ſeal reſpectively executed in the preſence of two or more credible witneſſes, or by his or her laſt will and teſtament in writing, or by any codicil or codicils ſhould direct, limit, appoint, give or diſpoſe of the ſame, as by the ſaid recited indenture, relation being thereunto had, may (among other things) more fully appear. **And whereas** the ſaid *Abel Aſh* doth fully purpoſe and intend by his laſt will and teſtament to give and deviſe unto the ſaid *Emma* his wife, all the reſt and reſidue, and overplus of his eſtate both real and perſonal, (after payment of his debts, funeral charges, and ſome ſmall legacies) for her better ſupport whilſt ſhe lives, and to diſpoſe thereof as ſhe ſhall think fit after her death, and to make the ſaid *Emma* his wife ſole executrix of ſuch will during her life, and after her death the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart* executors thereof. **Now theſe Preſents witneſs**, That in caſe the ſaid *Abel Aſh* ſhall by his will make ſuch gift and deviſe to the ſaid *Emma* his wife as aforeſaid, and ſhe the ſaid *Emma* ſhall happen to die without making any appointment or diſpoſition of the monies ariſing by ſale or otherwiſe of the premiſes mentioned in the ſaid recited indentures, or of the reſt, reſidue and overplus of ſuch eſtate real and perſonal ſo intended to be deviſed to her as aforeſaid, then, and in ſuch caſe, he the ſaid *Abel Aſh*, by virtue and in purſuance of the ſaid power and authority to him in and by the ſaid indenture of releaſe given or reſerved, and of all other powers and authorities in any wiſe enabling him thereunto, **doth** by this his preſent deed or writing under his hand or ſeal, by him ſigned, ſealed and executed in the preſence of the perſons whoſe names are hereupon indorſed as witneſſes thereunto, direct, limit, appoint, give and diſpoſe of all ſuch monies ariſing by ſale or otherwiſe of the premiſes in the ſaid recited indentures mentioned, and alſo all the reſt, reſidue and overplus of ſuch eſtate real and perſonal ſo intended to be deviſed to the ſaid *Emma*, and whereof ſhe ſhall make no diſpoſition or appointment as aforeſaid (*except* ſuch his books, manuſcripts, papers, ancient and modern coins, medals, plate or houſhold goods as the ſaid *Abel Aſh* at any time or times hereafter during his life, or the ſaid *Emma* his wife, in caſe ſhe ſurvive him, at any time or times during her life, ſhall by any writing or writings under his or her hand and ſeal, atteſted by two or more credible witneſſes, give, leave or

*Habendum.*

The money (after expences) to be paid to perſons to be appointed by the grantor, or his wife after his death.

Recital that the appointer intends by his will to give his wife the reſidue of his eſtate for her life, and to make her ſole executrix during life, and then the other parties hereto. The appointment (in caſe he makes ſuch deviſe to her, and ſhe dies without making any appointment)

the eſtate (except books, *&c.*) given

or diſpoſe of to any perſon or perſons, or for any particular uſe or uſes) **unto** them the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, (whom the ſaid *Abel Aſh* intends to make executors of his laſt will and teſtament after the death of the ſaid *Emma* his wife) their heirs, executors, adminiſtrators and aſſigns reſpectively, **upon**, for and under the truſts, uſes, intents and purpoſes herein after mentioned: *(that is to ſay,)* **Upon truſt**, that they the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, and the ſurvivor and ſurvivors of them, his or their heirs, executors, adminiſtrators or aſſigns, ſhall and do as ſoon as conveniently they can after the deceaſe of the ſaid *Emma*, wife of the ſaid *Abel Aſh*, get in the debts and effects of him the ſaid *Abel Aſh* then ſtanding out, and ſell and diſpoſe of all ſuch manors, lands, tenements and hereditaments, goods, chattels and other eſtate of him the ſaid *Abel Aſh*, of what kind ſoever, as ſhall then remain undiſpoſed of (except as aforeſaid) for the beſt and higheſt price they can reaſonably get for the ſame, or that can be reaſonably made thereof; and having turned and converted the whole (except as aforeſaid) into money, ſhall and do thereby and thereout in the firſt place raiſe and advance, apply and diſpoſe of the ſum of two thouſand five hundred pounds of lawful money of Great Britain, to and for the ſeveral uſes and purpoſes herein after mentioned, expreſſed or referred to concerning the ſame; *(that is to ſay,)* **In truſt** from time to time during the lives of *Frances Ferne* of, *&c.* widow, and her niece *Grace Godwin*, and the life of the ſurvivor of them, to put and place out the ſame two thouſand five hundred pounds upon ſome good public or private ſecurity or ſecurities, at intereſt; **And** from and after the deceaſe of the ſurvivor of them the ſaid *Abel Aſh* and *Emma* his wife, **in truſt**, to pay, out of the yearly intereſt and produce thereof as the ſame ſhall ariſe and be received, unto the ſaid *Frances Ferne*, for and during the term of her natural life, for her better ſupport and maintenance, **one annuity** or yearly ſum of ſixty pounds of lawful money of Great Britain, free and clear of and from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe; the ſame annuity to be paid and payable at or in the common dining-hall of Lincoln's-inn in the county of Middleſex, yearly and every year, at or upon the four moſt uſual feaſts or days of payment in the year; *(that is to ſay,)* [*Here mention them*] by even and equal portions; **the** firſt payment thereof to begin and be made on ſuch of the ſame feaſts as ſhall next happen after the deceaſe of the ſurvivor of them the ſaid *Abel Aſh* and *Emma* his wife; **And** from and after the deceaſe of the ſurvivor of them the ſaid *Abel Aſh* and *Emma* his wife, and *Frances Ferne*, **then in truſt**, to pay, out of the yearly intereſt and produce of the ſaid ſum of two thouſand five hundred pounds, as the ſame ſhall ariſe and be received, unto the ſaid *Grace Godwin*, for and during the term of her natural life, *one annuity* or yearly ſum of thirty pounds of like money, free and clear of and from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe; the ſaid annuity of thirty pounds to be paid and payable at or in the common dining-hall of Lincoln's-inn aforeſaid, at or upon the four moſt uſual feaſts or days of payment in the year before mentioned, by even and equal portions; **The** firſt payment of the ſame annuity to begin and be made on ſuch of the ſame feaſts as ſhall next happen after the deceaſe of the ſurvivor of them the ſaid *Abel Aſh* and *Emma* his wife, and *Frances Ferne*; **And upon further truſt**, to pay, apply and diſpoſe of all the reſidue of the intereſt and produce of the ſaid ſum of two thouſand five hundred pounds, (over and above ſo much thereof as ſhall from time to time be ſufficient to anſwer and pay the ſaid ſeveral and reſpective annuities as the ſame ſhall reſpectively become due) and from and after the deceaſe of the ſurvivor of them the ſaid *Frances Ferne* and *Grace Godwin*, to pay, apply and diſpoſe of the ſaid ſum of two thouſand five hundred pounds, and all the intereſt and produce thereof from thenceforth to ariſe, unto ſuch perſon or perſons, and for ſuch uſes, intents and purpoſes, and in ſuch manner as the ſaid *Abel Aſh* ſhall at any time or times hereafter, with or without power of revocation, by any writing or writings under his hand and ſeal, atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, and atteſted as aforeſaid, direct, limit, declare or appoint of or concerning the ſame, or any part thereof; **And** in default of ſuch direction, limitation, declaration or appointment, **then** the ſame to go and be applied as the reſidue of the eſtate of the ſaid *Abel Aſh* is herein after by theſe preſents directed to be employed and diſpoſed of. **And upon this further truſt**, that after the raiſing and advancing of the aforeſaid ſum of two thouſand five hundred pounds for the purpoſes aforeſaid, they the ſaid truſtees, or the ſurvivors or ſurvivor of them, his or their executors, adminiſtrators or aſſigns, ſhall and do make an equal diviſion of all the reſt and reſidue of the ſaid *Abel Aſh*'s eſtate and effects amongſt, or for the benefit of all the daughters of him the ſaid *Abel Aſh*, ſhare and ſhare alike, and pay and diſpoſe of the ſame accordingly, in ſuch manner, and at ſuch times as are herein after for that purpoſe mentioned; *(that is to ſay,)* The part and ſhare of each and every of the ſaid daughters to be put and placed out upon ſome good public or private ſecurity or ſecurities, at intereſt, or laid out, and inveſted in the purchaſe of ſtock in the Bank of England, South-ſea Company, Eaſt-India Company, or of South-ſea annuities, or ſome other good public funds, and the intereſt and annual produce thereof to be paid to ſuch daughters reſpectively, during their reſpective lives, for their own ſole and ſeparate uſe, and wherewith their then, or any after taken huſband or huſbands ſhall not intermeddle, or have any controuling or diſpoſing power over the ſame, or any part thereof; nor ſhall the ſame be liable to any of their huſband's debts or incumbrances, nor ſhall ſuch huſband or huſbands be capable of giving receipts for the ſame, or any part thereof. **And** after the ſeveral and reſpective deaths of ſuch daughters, their ſeveral and reſpective parts and ſhares ſhall go and be paid in manner following; that is to ſay, the part and ſhare of each ſuch daughter ſhall go and be paid to all and every her children by her firſt huſband (except her eldeſt or only ſon for the time being by ſuch huſband) to be equally divided amongſt them (if more than one) ſhare and ſhare alike; and if but one ſuch child, then to ſuch only child, to and for his or her own uſe and benefit: The parts and ſhares of ſuch children, together with ſuch improvement as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons at his or their reſpective age or ages of twenty-one years; **And** to ſuch of them as ſhall be a daughter or daughters at her or their reſpective age or ages of twenty-one years, or day or days of marriage, which ſhall firſt happen, provided ſhe or they marry with the advice and conſent of the ſaid *Emma*, wife of the ſaid *Abel Aſh*, if then living; and in caſe ſhe be then dead, with the advice and conſent of the ſaid truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators; **And** in caſe any of ſuch children (except as aforeſaid) ſhall die before his, her or their reſpective ſhare or ſhares ſhall become payable; **or** in caſe any youngeſt ſon ſhall become an eldeſt ſon, **then**, and in either of the ſaid caſes the ſhare or ſhares of him, her or them ſo dying or becoming an eldeſt ſon as aforeſaid, ſhall, together with the improvements thereof, go and be paid to the ſurvivors or ſurvivor, or others or other of ſuch children by the ſame mother, (except as aforeſaid) ſhare and ſhare alike, as, and when the original ſhare or ſhares of ſuch ſurvivors or ſurvivor, or others or other of them ſhall become payable by virtue of theſe preſents; **Provided always**, that in caſe all the chil-

to the other parties hereto, the truſtees,

upon truſt,

to get in the debts and ſell the lands.

and apply part of the intereſt to pay annuities to two perſons ſucceſſively.

Annuity.

The ſecond not to commence until the firſt determines.

The reſidue of the intereſt, and afterwards the principal to other perſons, to be appointed by the now appointer.

In default of ſuch appointment, then as the reſidue of his eſtate is to go.

The reſidue of his eſtates to be equally divided among his daughters, each part to be put out at intereſt.

The intereſt, *&c.* to be paid to each during life, for her ſeparate uſe, and

after their reſpective deaths to go to their children by the firſt huſband (except eldeſt ſons.)

Payable to ſons at twenty-one.

To daughters at twenty-one, or marriage, ſo that they marry with conſent.

Benefit of ſurviworſhip, *&c.*

If all the younger children die then to the only ſon.

dren of any of the ſaid daughters by her firſt huſband (except as aforeſaid) ſhall happen to die before any of their reſpective ſhare or ſhares ſhall become payable as aforeſaid, then the ſhare or ſhares of ſuch daughter or daughters together with the improvement thereof as aforeſaid ſhall go and be paid to the eldeſt or only ſon of ſuch daughter or daughters reſpectively, by ſuch firſt huſband, at his age of twenty-one years. **Provided alſo**, that in caſe any of the ſaid daughters ſhall happen to die not having any child or children by her or their firſt huſband or huſbands, or having ſuch, all of them ſhall die before their reſpective parts or ſhares ſhall become payable to them reſpectively by virtue of theſe preſents, then the ſhare or ſhares of ſuch daughter or daughters ſhall go and be paid to all and every her and their reſpective child and children by any after taken huſband or huſbands, to be equally divided amongſt them (if more than one) ſhare and ſhare alike; and if but one ſuch child of any one ſuch daughter, then the ſhare of ſuch daughter to be paid to ſuch her only child, the parts or ſhares of the ſaid laſt mentioned child or children, together with ſuch improvement as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons, at his or their reſpective age or ages of twenty-one years, and to ſuch of them as ſhall be a daughter or daughters at her or their reſpective age or ages of twenty-one years or day or days of marriage, which ſhall firſt happen; provided ſhe or they marry with ſuch advice and conſent as aforeſaid. **Provided alſo**, that in caſe any of the ſaid daughters of the ſaid *Abel Aſh* ſhall die in the life-time of him and the ſaid *Emma* his wife, or of the ſurvivor of them, and ſhall leave one or more child or children by her or their firſt or any after taken huſband or huſbands, then, and in ſuch caſe, the part or ſhare, or parts or ſhares of the premiſes, which by virtue of theſe preſents, and the truſts aforeſaid, would have come and accrued to ſuch daughter or daughters, and her or their child or children in manner aforeſaid, in caſe the ſame daughter or daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his wife, ſhall, together with the improvement in the mean time to be made of the ſame, go and be paid to the child or children of ſuch daughter or daughters at ſuch times, and in ſuch manner, and upon, and under ſuch contingencies and reſtrictions, as the ſame would have been payable to her or their child or children by virtue of the aforeſaid truſts, in caſe ſuch daughter or daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his wife; any thing herein contained to the contrary notwithſtanding. **Provided further**, that in caſe one or more of the three eldeſt daughters of the ſaid *Abel Aſh*, viz. *Hannah Jones*, wife of *John Jones*, Eſquire, *Letitia Moore*, wife of *Matthew Moore*, Eſquire, and *Olivia Peers*, wife of *Peter Peers*, Eſquire, ſhall die without any child or children living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe, the part or ſhare, or parts or ſhares of the ſame daughter or daughters, together with ſuch improvement as ſhall be made of the ſame in the mean time, from and after the deceaſe of the ſame daughter or daughters, and failure of her or their child or children as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three laſt named daughters of him the ſaid *Abel Aſh*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of ſuch other or others of the ſame three daughters would have been payable to her or their child or children by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been then actually dead; the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mother's ſhare or ſhares of and in the premiſes (together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid;) **And** in caſe all of them the ſaid three daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, **then** and in ſuch caſe the parts or ſhares of all of them the ſaid three eldeſt daughters (together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid) ſhall go and remain to all and every child or children then living, or then after to be born of the three youngeſt daughters of him the ſaid *Abel Aſh*, viz. *Rachel*, wife of *Stephen Sims*, Eſquire, *Tabitha*, wife of *William Wells*, Eſquire, and *Amey*, wife of the Reverend *Charles Criſp*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions as the ſhare or ſhares of the ſaid three youngeſt daughters reſpectively would have been payable to her or their reſpective child or children by virtue of the truſts aforeſaid, if they or any of them the ſaid three youngeſt daughters had been then actually dead; the ſame child or children of each of them the ſaid three youngeſt daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers ſhare or ſhares of and in the premiſes, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid. **And alſo** that in caſe one or more of the ſaid three youngeſt daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their, or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, **Then** and in ſuch caſe the part or ſhare, or parts or ſhares of the ſame daughter or daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three youngeſt daughters of the ſaid *Abel Aſh*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of ſuch other or others of the ſame three daughters would have been payable to her or their child or children by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been actually dead, the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers ſhare or ſhares of and in the premiſes, together with ſuch improvements as in the mean time ſhall be made of the ſame as aforeſaid. **And** in caſe all of them the ſaid three youngeſt daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſt aforeſaid, **then**, and in ſuch caſe, the parts or ſhares of all of them the ſaid three youngeſt daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the child and children then living, or then after to be born of the ſaid three eldeſt daughters of him the ſaid *Abel Aſh*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of the ſaid three eldeſt daughters reſpectively would have been payable to her or their reſpective child or children

If daughter of the appointer have no child living, &c. by the firſt huſband then her children by other huſbands may take.

If a daughter dies in the life-time of the appointer and his wife, her children to take as above.

If any of the three eldeſt daughters die without a child to whom a ſhare ſhall become payable,

her ſhare to go to the children of the others of thoſe daughters.

If all the three eldeſt die without ſuch child, &c.

their ſhares to go to the children of the three youngeſt daughters.

If any of the three youngeſt daughters die without ſuch child, &c. her ſhare to go to the children of the others of thoſe daughters;

and if all the three youngeſt die without ſuch child, &c. their ſhares to go to the children of the three eldeſt daughters.

children by virtue of the truſt aforeſaid, if they or any of them the ſaid three eldeſt daughters had been then actually dead; the ſame child or children of each of them the ſaid three eldeſt daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers ſhare or ſhares of and in the premiſes, together with ſuch improvements as in the mean time ſhall be made of the ſame as aforeſaid. **Provided always nevertheleſs,** that in caſe all the ſaid ſix daughters of the ſaid *Abel Aſh* ſhall die without any child or children of them or any of them living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares of the premiſes ſhall become payable by virtue of the truſts aforeſaid, **then,** and in ſuch caſe, the part or ſhare of each of the ſame daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall be, go and remain unto the legal repreſentatives of ſuch reſpective daughter. **Provided always,** and the ſaid *Abel Aſh* doth hereby expreſsly declare, that in caſe the ſaid *Hannah Jones* and *Letitia Moore*, the two firſt married daughters of the ſaid *Abel Aſh*, or either of them, ſhall by force or virtue of their reſpective marriage ſettlements, or of any clauſe, covenant, condition or agreement therein reſpectively contained, or by force or means of any other deed or writing whatſoever, concerning or relating to their reſpective marriage or otherwiſe, be compelled to aſſign or depart with all or any part of the money or eſtate belonging or accruing to them, or either of them, by, from and under any ſettlement of the eſtate of *Daniel Aſh* their late grandfather, for or towards any proviſion for the maintenance, or portion or portions of their, or either of their younger child or children, or otherwiſe, whereby they the ſaid *Hannah Jones* and *Letitia Moore*, or either of them, may and will be deprived of the whole benefit of their ſaid grandfather's intentions to them, or of any part thereof, (which is now become altogether unneceſſary and unreaſonable, he the ſaid *Abel Aſh* having lately given to their ſaid huſbands a place or office far exceeding in value what can ever come or accrue to their ſaid wives, by from or under any ſettlement of their ſaid late grandfather's eſtate) **then,** and in ſuch caſe, the aforeſaid truſtees ſhall and do iſſue, pay, and diſpoſe of ſuch part and ſhare of the reſidue and overplus of the ſaid eſtate of the ſaid *Abel Aſh*, as is herein before appointed to or for ſuch of them the ſaid *Hannah Jones* and *Letitia Moore* as ſhall be ſo deprived as aforeſaid, in the purchaſe of one or more annuity or annuities, for and during her or their reſpective life or lives; and that ſuch annuity or annuities ſhall be iſſued, paid and diſpoſed of to ſuch perſon or perſons only, and no others, and for ſuch uſes and purpoſes as they the ſaid *Hannah Jones* and *Letitia Moore* reſpectively ſhall by any deed or writing, deeds or writings, under her or their reſpective hands, notwithſtanding her or their coverture, and without the conſent of their reſpective huſbands from time to time, order, direct, or appoint, as and for a ſeparate proviſion, recompence and compenſation for ſuch of them the ſaid *Hannah Jones* and *Letitia Moore* as ſhall be ſo deprived as aforeſaid, and wherewith their preſent or any after taken huſband or huſbands ſhall no ways intermeddle, or have any controlling power over the ſame; any thing herein contained to the contrary notwithſtanding. **Provided alſo,** and the ſaid *Abel Aſh* doth hereby grant and declare, that for the better carrying on the aforeſaid truſts from and after his deceaſe, and the deceaſe of the ſaid *Emma* his wife, it ſhall and may be lawful to and for the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, or the ſurvivors or ſurvivor of them, in caſe of the death of one or two of them before the accompliſhment of the ſaid ſeveral truſts, to nominate and appoint one or more new truſtee or truſtees for the purpoſes aforeſaid, to keep up the number of three truſtees with the like power to them, and ſuch new truſtees, in caſe of any of their deaths, to fill and keep up the ſaid number, who ſhall all of them have the like power and authority to act in the aforeſaid ſeveral truſts, according to the true intent and meaning of the ſame, as fully and amply, to all intents and purpoſes, as if ſuch new or other truſtee or truſtees had been actually named by the ſaid *Abel Aſh* himſelf; **And that as well** the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, **As alſo** ſuch new truſtee or truſtees to be nominated or appointed as aforeſaid, ſhall be wholly indemnified and ſaved harmleſs by and out of the premiſes of, from and againſt any loſs which ſhall happen in the due execution of the ſeveral truſts herein before, and in and by the ſaid recited indenture of releaſe committed to them as aforeſaid; **And that** they or any of them, ſhall not be charged or chargeable with, or accountable for any more monies than they reſpectively ſhall actually receive by virtue of the truſts aforeſaid, nor the one of them for the other of them, or for the acts, deeds or receipts of the other. **And the ſaid** *Abel Aſh*, for the avoiding what trouble he can to his ſaid truſtees, and for the better enabling them with the more eaſe to carry on the aforeſaid truſts, doth hereby authoriſe and impower them the ſaid truſtees, and the ſurvivors or ſurvivor of them, his or their executors, adminiſtrators or aſſigns, from time to time to conſtitute, appoint and employ under them, one or more fit or proper agent or agents, or receiver or receivers, to manage the ſaid truſt eſtate and premiſes, and to collect and get in the ſame, and the rents, intereſt and produce thereof, and to do and tranſact the buſineſs and affairs relating to the aforeſaid truſts, and from time to time to account with the ſame truſtees for all monies received by ſuch agent or agents, receiver or receivers, for or on account of the ſaid truſt eſtate and premiſes, or any part thereof, and for all other matters and things by him or them done in or about the ſame, which agent or agents, or receiver or receivers, ſhall be paid and allowed by and out of the premiſes, for his and their care and trouble in and about the matters and things aforeſaid, ſuch ſalary or ſalaries, as they the ſame truſtees, or the ſurvivors or ſurvivor of them, his or their executors, adminiſtrators or aſſigns, ſhall think fit and reaſonable during ſo long a time as he or they ſhall be employed as aforeſaid, and ſhall and may be removed from ſuch employment when and ſo often as they ſhall think fit. **Provided laſtly,** That if the ſaid *Emma*, wife of the ſaid *Abel Aſh*, ſhall after his deceaſe by any deed or writing under her hand and ſeal, atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting her laſt will and teſtament, and atteſted as aforeſaid, make or create any gift, appointment, diſpoſition or truſt, of or concerning the ſaid monies ariſing by ſale or otherwiſe, of the premiſes mentioned in the ſaid recited indentures of leaſe and releaſe, or of the reſidue and overplus of the ſaid eſtate intended to be deviſed to her by the ſaid *Abel Aſh* as aforeſaid, or any part thereof, contrary or diſagreeable to the diſpoſitions or appointments hereby thereof made, then this preſent deed, and the appointment, diſpoſitions and truſts hereby made and created by the ſaid *Abel Aſh*, ſhall, as to all or ſo much of the premiſes, whereof ſhe ſhall make ſuch diſpoſition or appointment, ceaſe, determine, and be utterly void and of none effect; **And** ſuch deed, will or diſpoſition of the ſaid *Emma* ſhall be as valid and effectual in the law as if this preſent deed or writing had never been made. **But** if ſhe the ſaid *Emma*, wife of the ſaid *Abel Aſh*, ſhall make no ſuch deed, will or diſpoſition as aforeſaid, then this preſent deed ſhall ſtand and remain, and be in full force and virtue. **In Witneſs,** *&c.*

If all the ſix daughters die without ſuch child, *&c.*

their ſhares to go to their reſpective repreſentatives.

Proviſo, that if the two firſt married daughters be compelled to aſſign, *&c.* any of the eſtate coming from their grandfather,

(which is unreaſonable, the father having given ſomething more valuable to their huſbands,) then the truſtees to inveſt their ſhares in purchaſe of annuities, to be paid as they reſpectively direct, without conſent of their huſbands.

Power given to the truſtees to fill up the number in caſe of death.

Truſtees to be indemnified,

and charged only for their own receipts.

Truſtees empowered to employ a receiver, *&c.*

to be allowed a ſalary, and removeable at pleaſure,

Provided, if the wife of the appointer, after his deceaſe, make another appointment of the premiſes, or of any part thereof, the preſent appointment (as to ſo much) is to be void; and her appointment is to take place.

*(Booth.)*

*Appointment*

*Appointment of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expressed in another Deed) in Consideration of a large Portion, made pursuant to several Surrenders, giving him Power to appoint.*

THIS Indenture Tripartite, made, &c. Between Sir *T. S. S.* of, &c. Bart. (eldest son and heir of Sir *E. S.* late of, &c. by Dame *A. S.* his widow and relict) of the first part, *C. D.* of, &c. spinster, (one of the daughters of Sir *S. D.* Knight, deceased, late one of the Aldermen of the City of London) of the second part, and *A.* and *B.* [*two covenantees*] of the third part. Whereas by indentures of lease and release, bearing date, &c. the release being *tripartite*, and made, &c. between the said Sir *E. S.* and Dame *A.* his wife, of the first part, *T. H.* of, &c. Esquire, since deceased, and *W. B.* of, &c. Esquire, of the second part, and *S. H.* of, &c. Esquire, and *J. V.* of, &c. Esquire, since deceased, of the third part, for the considerations therein mentioned, the said Sir *E. S. did* grant and convey unto the said *T. H.* and *W. B. (two covenantees)* and their heirs, *all* that the manor of B. W. and the parcel, &c. *to hold* the said manors, tithes, &c. and premises unto the said *H.* and *B.* and their heirs, to the uses following, *viz. As to, for, touching and concerning* all those messuages, &c. in W. aforesaid, *to the use* of the said *H.* and *B.* their executors, &c. for the term of ninety-years, if the said Sir *E. S.* and Dame *A.* his wife, or either of them, so long live, upon the trusts therein mentioned, declared and expressed; and from and after the determination of that estate, then as for and concerning the said last mentioned premises; *And as, to, for and concerning* all and singular other the manors, &c. therein and herein before mentioned, *to the use* of the said Sir *E. S.* for his life, remainder to trustees during his life to preserve the contingent remainders; and from and after his decease, *to the use* of the said Dame *A. S.* for her life; and from and after the decease of the said Sir *E. S.* and Dame *A.* his wife, *to the use* of the said *S. H.* and *J. V.* their executors, &c. and during the full time and term of one thousand years, without impeachment of or for any manner of waste, on the trust therein and herein after mentioned; and after the end, expiration, or other sooner determination of the said term of one thousand years, *to the use* of the said Sir *T. S. S.* for his life, remainder to trustees during his life to preserve contingent remainders, remainder to the first and other sons of the said Sir *T. S. S.* in tail male, with divers remainders over; *And as for, touching and concerning* the said term of one thousand years, limited to the said *S. H.* and *J. V.* their executors, &c. *It is by the said recited indenture* tripartite *declared*, that the same was so limited to them, *upon trust* to raise for the younger children of the said Sir *E. S.* and Dame *A.* his wife, the sums following, for the portions of such younger children; that is to say, in case there should be but one such younger child, then such younger child to have the sum of ten thousand pounds for his or her portion; and in case there should be two or more such children, then such children to have the sum of fifteen thousand pounds for their portions, to be paid as the said Sir *E. S.* should appoint; and in default of such appointment, the said sum of fifteen thousand pounds to be paid to such children, share and share alike, at their respective ages of eighteen years or days of marriage, which should first happen; *And on further trust* to raise maintenance for such children, not exceeding the interest of their portions; and in the said indenture *tripartite*, it was *provided*, that if the said *E. S.* should leave unto such child or children, any lands or tenements, goods or chattels, or should in his life-time advance them, by and with any sum or sums of money, then such sum or sums of ———, and the value of such lands, tenements, goods and chattels, should be accounted as part of their said portions, and in the said indenture *tripartite*, is contained a *power* enabling the said Sir *T. S. S.* when he should be in the actual possession of the aforesaid manors and premises, to assign, limit or appoint, unto or to the use of any woman or women, which he should marry, for the life of such woman for her jointure, all or any part or parts of the same manors and premises, whereof he should be so in possession as aforesaid, as in and by, &c. (Relation, &c.) And whereas by indenture *tripartite*, bearing date 30 April, &c. and made, &c. Between the said Sir *T. S. S.* of the first part, *H. S.* and *A. S.* sisters of the said Sir *T. S.* and daughters of the said Sir *E. S.* of the second part, and the said *S. H.* of the third part, (after reciting the herein before recited indentures of lease and release, or to the same effect as they are herein before recited) and that the said Sir *E. S.* was dead, without making any appointment touching the said sum of fifteen thousand pounds, and left three young children, (to wit) the said *H. S. A. S.* and *E. S.* and that the said *H. S.* and *A. S.* were become entitled to five thousand pounds a-piece, and the said *E. S.* to so much money, as, together with the copyhold estate after mentioned, would make up the sum of five thousand pounds, which ought to be raised out of the said premises, limited to the said *S. H.* and *J. V.* for one thousand years as aforesaid; and also that the said *J. V.* was then dead, and that the said *H. S.* and *A. S.* had severally attained their ages of twenty-one years, and that the said Sir *T. S. S.* had paid, or to their good liking secured to them respectively the sum of five thousand pounds a-piece for their portions, and that the said Sir *E. S.* had left certain copyhold lands to descend to the said *E. S.* who then was, (and now is) under age, of the value of two thousand five hundred pounds, or thereabouts, so that it was presumed there was only two thousand five hundred pounds due and to be raised for him, and that the said Sir *T. S. S.* was desirous to have it in his own power to make a jointure upon any woman whom he should think fit to marry, and that the said Dame *A. S.* was content to join in such marriage settlement, and that in regard the said Sir *T. S. S.* was not in the actual possession of the said premises, he having only a remainder expectant on the determination of the said term of one thousand years, he could not by the rules of law make a jointure on his marriage with any person, and therefore had desired the said *S. H.* (the said *J. V.* his co-trustee being dead) to surrender part of the said premises to the said Sir *T. S. S.* leaving a competent part of the said premises to answer and raise the said sum of five thousand pounds, or so much thereof as should be due to the said *E. S.* and that the said *S. H.* had agreed to surrender the greatest part of the said manors and premises to the said Sir *T. S. S.* and that the messuages, &c. called, &c. situate, &c. were to continue in the said *S. H.* for the residue of the said term of one thousand years, to answer such sum or sums of money as were or should be due to the said *E. S.* and to indemnify the said *S. H.* and that in consideration thereof the said Sir *T. S. S* had agreed to ratify and confirm the said last mentioned messuages, &c. to the said *S. H.* for the residue of the said term of one thousand years on the trusts therein and herein after mentioned; *It is witnessed*, that as well in performance of the said agreement, as in consideration of the sum of five shillings paid by the said Sir *T. S. S.* to the said *S. H.*

90 years term in part of premises.

1000 years term in other part.

Declaration as to the 1000 years.

Portions for younger children.

Proviso, that when in actual possession, to appoint, &c.

Sir *E. S.* dead without appointment.

Two daughters of age, the portions secured.

Sir *T. S. S.* mindful to make a jointure, but could not, therefore desired trustees to surrender part of premises.

Agreement to surrender.

Rest to answer the other purposes.

*S. H.* he the ſaid *S. H.* by the direction of the ſaid *H. S.* and *A. S.* did ſurrender and yield up to the ſaid Sir *T. S. S.* the ſaid manors, *&c.* except, *&c. To hold* the ſaid manors, *&c.* thereby ſurrendered or intended ſo to be, with their rights, members and appurtenances, (except as therein before excepted) unto the ſaid Sir *T. S. S.* his heirs and aſſigns, from thenceforth for the reſidue of the ſaid term of one thouſand years then to come. **And it further witneſſed**, that the ſaid Sir *T. S. S.* in performance of the ſaid agreement, and for ten ſhillings paid by him to the ſaid *S. H.* did ratify and confirm the ſaid meſſuages, *&c.* thereby excepted, ſituate, *&c.* unto the ſaid *S. H.* his executors, *&c.* for the then reſidue of the ſaid term of one thouſand years, *(ſans waſte)* upon theſe truſts, (that is to ſay) upon truſt for raiſing of ſuch ſum and ſums of money, to and for the ſaid *E. S.* as at his age of twenty-one years, or before that time, ſhall be due to him by virtue of the ſaid recited indenture of releaſe, and the truſts thereby declared touching the ſaid term of one thouſand years, and after raiſing and paying the ſame, and the coſts, charges and expences which ſhall be occaſioned by the raiſing thereof, in the execution of the truſts by the ſame indenture *tripartite*, *&c.* and by the ſaid indenture of releaſe in the ſaid *S. H.* repoſed, then upon truſt to indemnify the ſaid *S. H.* his executors, *&c.* from all ſuch coſts, charges, damages and expences, as he ſhould be put unto, bear, pay or ſuſtain, for or by reaſon of the making ſuch ſurrender as aforeſaid, or otherwiſe relating thereunto, and after ſuch indemnification, then upon ſuch other truſts, and to ſuch uſes, intents and purpoſes, and ſubject to ſuch reſtrictions, proviſoes, conditions and agreements, as in the ſaid indenture of releaſe are declared or expreſſed touching the ſaid term of one thouſand years: **And whereas** by indenture bearing date (1 July) *&c.* made, *&c.* between the ſaid Dame *A. S.* of the one part, and the ſaid Sir *T. S. S.* of the other part, after mentioning therein the herein before recited indentures of leaſe and releaſe, and all the ſaid uſes in the ſame indenture of releaſe limited ſubſequent to the ſaid uſe for ninety-nine years, and the ſaid power enabling the ſaid Sir *T. S. S.* when in actual poſſeſſion of the premiſes, to make ſuch limitation as aforeſaid, to any woman he ſhould marry, for her jointure, and that he was deſirous to have it in his power to make a jointure upon any woman he ſhould think fit to marry, and that the ſaid Dame *A. S.* was content to join in ſuch marriage ſettlement, and that in regard the ſaid Sir *T. S. S.* was not in the actual poſſeſſion of the ſaid premiſes, he having only a remainder expectant on the determination of the eſtate for life of the ſaid Dame *A. S.* and of the ſaid term of one thouſand years, he could not by the rules of law by virtue of the ſaid power, ſettle a jointure on his marriage with any woman, and that therefore the ſaid *S. H.* (the ſaid *J. V.* his co-truſtee being dead,) *Had* ſurrendered unto the ſaid Sir *T. S. S.* the ſaid manors, *&c.* (excepting out of the ſame ſurrender ſeveral meſſuages, *&c.* which are no part of the meſſuages, *&c.* in the ſame indenture of the firſt of July laſt paſt mentioned and intended to be thereby ſurrendered, and that by means of ſuch ſurrender from the ſaid *S. H.* the ſaid Sir *T. S. S.* was become ſeiſed of an eſtate for his life in remainder, immediately expectant upon the determination of the eſtate of the ſaid Dame *A. S.* for her life;) *It is witneſſed* that for the conſideration therein mentioned, and for enabling the ſaid Sir *T. S. S.* to be in the actual poſſeſſion of the ſaid hereditaments and premiſes, there being then no other eſtate in the ſaid premiſes precedent to the remainder of the ſaid Sir *T. S. S.* then the eſtate of the ſaid Dame *A. S.* for her life, ſhe the ſaid Dame *A. S.* at the requeſt, by the direction and with the acceptance of the ſaid Sir *T. S. S.* did * ſurrender and deliver up unto the ſaid Sir *T. S. S.* the ſame manors, *&c.* as are herein after mentioned or intended to be hereby aſſigned, limited and appointed, (being parcel of the ſaid manors, hereditaments and premiſes, by the ſaid indentures of leaſe and releaſe conveyed as aforeſaid) and the reverſion, *&c.* and all her eſtate, *&c. To hold*, *&c.* unto the ſaid Sir *T. S. S.* and his aſſigns, to his and their own uſe and benefit, for and during the natural life of the ſaid Dame *A. S.* as in, *&c.* relation, *&c.* reſpectively, *&c.* **And whereas** the ſaid Sir *T. S. S.* by virtue of the ſaid recited indenture *tripartite* of releaſe, and of the two ſaid recited deeds of ſurrender, as in the actual poſſeſſion of the ſaid manors, *&c.* herein after mentioned and intended to be hereby aſſigned, limited and appointed, and hath power to aſſign, limit and appoint the ſame as herein after is mentioned: **And whereas** a marriage is intended, *&c.* between the ſaid Sir *T. S. S.* and *C. D.* and her fortune or portion is the ſum of eight thouſand pounds, conſiſting of the ſum of three thouſand pounds ready monies, and in ——— ſtock eſtimated to be now of the value of five thouſand pounds. **Now this Indenture witneſſeth**, That in conſideration of the ſaid intended marriage, and for and in conſideration of the ſum of three thouſand pounds of lawful money of Great Britain, (part of the ſaid ſum of eight thouſand pounds) by, *&c.* to the ſaid Sir *T. S. S.* in hand paid, at, *&c.* the receipt, *&c.* and in conſideration of the ſaid ——— ſtock of the value of five thouſand pounds (reſidue of the ſaid ſum of eight thouſand pounds) which are or are intended to be transferred to ——— upon ſuch truſts, and for ſuch intents and purpoſes, as are or are intended to be declared and expreſſed of and concerning the ſame, in and by one indenture *quadrupartite* (already ingroſſed) bearing or intending to bear even date with theſe preſents, and made or mentioned or intended to be made between, *&c.* **He** the ſaid Sir *T. S. S.* in purſuance and by virtue of his ſaid power to aſſign, limit and appoint the manors, *&c.* herein after mentioned, and in purſuance and by virtue of all and every other power and powers, enabling him the ſaid Sir *T. S. S.* hereunto, or which is or are any ways given, reſerved, or belonging to him, or is or are any ways veſted in him the ſaid Sir *T. S. S.* **hath** aſſigned, limited and appointed, and by theſe preſent **Doth** aſſign, *&c.* unto the ſaid *C. D.* **All** that the manor of, *&c.* and the reverſion and reverſions, *&c.* **To have and to hold** the ſaid manors, *&c.* herein before mentioned or intended to be hereby aſſigned, limited and appointed, with their and every of their rights, members and appurtenances, unto the ſaid *C. D.* from and after the ſolemnization of the ſaid intended marriage, and the death of the ſaid Sir *T. S. S.* her intended huſband, for and during the term of her natural life, for her jointure, and in lieu and bar of all dower or thirds, title of dower or thirds, which ſhe the ſaid *C. D.* ſhall or may have or claim of, in, or out of any of the manors, *&c.* whereof the ſaid Sir *T. S. S.* ſhall at any time during the intended coverture between him and the ſaid *C. D.* be ſeiſed of any eſtate of inheritance; and the ſaid Sir *T. S. S.* for himſelf, *&c.* doth covenant, *&c. (Covenants that he has power to appoint, for peaceable enjoyment, and for further aſſurances.* Vide Tit. **Covenants.)** **In Witneſs**, *&c.*

Surrender.

Confirmation of premiſes excepted.

Upon truſts.

Another ſurrender.

Recital that Sir *T. S. S.* hath power to appoint.

Marriage.

Conſideration of marriage portion.

Appointment to *C. D.* the intended wife,

after death of Sir *T. S. S.* her intended huſband in lieu of dower.

* Several ſurrenders of the under-tenants leaſes to be made, and ſeveral parts of the Lady *S.*'s ſurrender, and of the truſtees of the term of 1000 years to be made, and a ſet of them to be kept by the young lady's truſtees.

*Appointment by Feme Covert of an Annuity charged on her Husband's Estate, for the future Payments to be made to the Husband, with a Release of Arrears, and an Appointment of an Estate of Inheritance to the Use of her Husband, his Heirs and Assigns for ever.*

Recital that wife is entitled to the annuity.

TO all to whom these presents shall come, I *E. A.* wife of the within named *Abel Ash*, *send greeting*. Whereas by virtue of the within written indenture, or of the indenture of the sixth of December 1769, therein mentioned or referred to, or otherwise, I the said *E. A.* am entitled to one annuity, yearly rent or sum of three hundred pounds of lawful money of Great Britain, payable to or for my sole and separate use, at the times and in manner in that behalf within mentioned or directed, out of the manor, lands and hereditaments within granted and conveyed, or out of some other lands, tenements or hereditaments, for which annuity I have not hitherto given any regular receipt or discharge. Now know ye, and these presents witness, that for avoiding of all controversies, suits and differences which may hereafter happen or arise, touching or concerning all or any the arrears of the said annuity, yearly rent or sum of three hundred pounds, from the time of the commencement thereof, until the day of the date of these presents; And to the end a good and effectual release and discharge may be given for the same, I the said *E. A.* do hereby acknowledge, testify and declare, that I have had and received full satisfaction for all arrears of the said annuity, yearly rent or sum of three hundred pounds, from the commencement thereof until the day of the date of these presents, and am therewith fully satisfied and contented, and of and from the same and every part thereof, and of and from all actions, suits, claims and demands either in law or equity, for or on account of the same, or any part thereof, I the said *E. A.* do hereby for myself, my executors and administrators, acquit, release and discharge the said *A. A.* his heirs, executors and administrators, and his and their lands and tenements, goods and chattels, and the said manor, lands and hereditaments within granted and conveyed, or mentioned or intended so to be, and all other lands, tenements and hereditaments charged or chargeable with the same annuity, or any part thereof for ever by these presents. And these Presents further witness, that I the said *E. A.* for divers good causes and considerations me hereunto moving, and by force and virtue of the power and authority to me given in and by the within written indenture, and of all other powers and authorities to me in that behalf given or reserved, or any ways enabling me thereunto, do by this my deed or writing under my hand and seal direct, limit and appoint *A. A.* Esquire, the surviving trustee within named and appointed, for raising and paying the said annuity, yearly rent or sum of three hundred pounds in manner aforesaid, his executors, administrators and assigns, from time to time, and at all times hereafter, during the continuance of the term of two hundred years within raised, and limited for securing the payment thereof, to pay the said annuity, yearly rent or sum of three hundred pounds, and every part thereof, as the same shall from time to time accrue and become due and payable, together with all arrears thereof, if any now be, unto him the said *A. A.* his executors and administrators, to and for his and their own use and benefit. And also that I the said *E. A.* for divers good causes and considerations me thereunto moving, and by force and virtue of the further power and authority to me given or reserved in and by the within written indenture, and of all other power and powers, authority and authorities to me in that behalf given or reserved, or any ways enabling me thereunto, do by this my deed or writing under my hand and seal, attested by the persons whose names are hereunder written as witnesses thereunto, limit, declare, direct and appoint that the manor, advowson, messuages, farms, lands, tenements and hereditaments within granted and conveyed, or mentioned or intended so to be, and the reversion or remainder, and inheritance thereof in fee simple, expectant on the determination of the particular estates within limited thereof, and subject thereunto, shall at all times hereafter be, go and remain, and the within named *B. B.* and *C. A.* and the survivor of them, and their heirs, and the heirs of such survivor, shall at all times hereafter stand and be seised thereof, unto and to the use and behoof of him the said *A. A.* and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. In Witness, &c.

The acknowledgment of payment.

The release of arrears.

The appointment of future payment to the husband,

and of future uses of the lands.

*(Newnam.)*

*Appointment by a Father, to make a Provision for two Daughters, viz. For the Eldest who is unmarried, a Moiety of his Estate; and for the Younger, who married against his Consent, the Interest of Money to be raised out of the other Moiety, to be paid to her separate Use during the Coverture; if she survive her Husband, to her and her Assigns,* &c.

Recitals of a deed and fine.

TO all to whom, &c. *S. K.* Esquire, late one of the Masters in Ordinary of the High Court of Chancery, *sendeth greeting*. Whereas by virtue of one indenture, &c. between the said *S. K.* and *C.* his wife of the one part, and *J. M.* of, &c. and *J. K.* of, &c. of the other part, and by virtue of a fine with proclamations, acknowledged and levied pursuant to the covenant in the same indenture for that purpose contained, All those, &c. were limited, To the use of the said *J. M.* and *J. K.* their, &c. for and during the term of five hundred years from thence next ensuing, without impeachment of waste, upon such trusts as are therein and herein after mentioned concerning the said term, and charged with the said term of five hundred years, (to wit,) To the use of the said *S. K.* for his life, with remainder to the said *C.* his wife for her life, with remainder as to one undivided moiety or half-part of the said two messuages, &c. *To the use* of *H. K.* second daughter of them the said *S. K.* and *C.* his wife, her heirs and assigns for ever; and as to the other undivided moiety or half-part of the said two messuages, &c. *To the use* of *M. K.* youngest daughter of them the said *S. K.* and *C.* his wife, now the wife of *R. B.* youngest son of Sir *W. B.* Baronet, her heirs and assigns for ever: *And it is thereby declared and agreed*, That the ~~said term~~ and estate limited unto the said *J. M.* and *J. K.* their, &c. for the said term of five hundred years, was to them limited, *upon trust*, and the intent and purpose that the said *J. M.* and *J. K.* and the survivor of them, and the executors, &c. of such survivor, should and might, by and with the consent and at the direction and appointment of the said *S. K.* by assignment or assignments, lease or leases, mort-

Lands were limited to uses.

Declaration that a term of 500 years was limited on trust to be assigned, &c. according to the father's appoint-

gage

gage or mortgages, of one or both of the ſaid meſſuages, or of any part or parts thereof, for and during the ſaid term of five hundred years, or any leſſer number of years, from time to time borrow, raiſe and ſecure any ſum or ſums of money, with lawful intereſt for the ſame; the principal money ſo to be borrowed not exceeding in the whole the ſum of five hundred pounds, the which five hundred pounds, or any leſſer ſum ſo be borrowed and ſecured, were to be and ſhould be paid and payable to and for the uſe of the ſaid *S. K.* his, *&c.* and in the mean time and until ſuch monies borrowed as aforeſaid, and as to ſuch part of the ſaid premiſes, on ſecurity whereof no ſuch monies ſhould be ſo borrowed, the ſaid term of five hundred years was to attend and wait upon the ſeveral uſes therein above limited of the ſaid meſſuages in remainder after the ſaid term of five hundred years, according to the ſeveral eſtates and intereſts ſo thereof limited, as by the ſaid indenture and fine, relation, *&c.* And whereas the ſaid *M.* without and againſt the conſent of the ſaid *S. K.* her father, had ſome time ſince intermarried with the ſaid *R. B.* Now theſe Preſents witneſs, that to the intent to make ſome proviſion for the ſaid *M.* ſeparate from her huſband, commencing from his own death and the death of the ſaid *C.* his wife, he the ſaid *S. K.* in purſuance of the power given him by the ſaid recited indenture, or any other power in him veſted, *hath* directed and appointed, and by theſe preſents *doth* direct and appoint, that the ſaid *J. M.* and *J. K.* or the ſurvivor of them, or the executor, *&c.* of the ſurvivor of them, ſhall, as ſoon as may be after the deceaſe of the ſaid *S. K.* and *K.* his wife, ſurrender and aſſure one moiety of the ſaid two meſſuages and premiſes, unto the ſaid *H. K.* her heirs and aſſigns; and further that the ſaid *J. M.* and *J. K.* or the ſurvivor of them, or the executors, *&c.* of ſuch ſurvivor, by one or more aſſignment or aſſignments, leaſe or leaſes, mortgage or mortgages, of or out of the rents and profits of the other moiety of the ſaid meſſuages, or of any part or parts of the ſaid other moiety, for and during the ſaid whole term of five hundred years, or any leſſer number of years, ſhall and do raiſe, borrow and ſecure the ſum of five hundred pounds of, *&c.* and ſhall pay, apply and diſpoſe of the ſaid ſum of five hundred pounds in manner and to the intents and purpoſes following, (that is to ſay,) Upon ſpecial truſt and confidence, that they the ſaid *J. M.* and *J. K.* and the ſurvivor of them, ſhall from time to time put, place out and diſpoſe of the ſaid ſum of five hundred pounds upon ſecurity or ſecurities at intereſt, or upon any parliamentary funds, or in the purchaſing of any public ſtock, and ſhall from time to time pay all the intereſt, profit and proceed that ſhall ariſe thereby or therefrom, during the joint lives of the ſaid *M.* and the ſaid *R. B.* her preſent huſband, unto the proper hands of her the ſaid *M.* for her ſole, ſeparate and peculiar uſe, benefit and diſpoſition, notwithſtanding her coverture, with which ſaid laſt mentioned ſum of five hundred pounds, or with any intereſt, profit or proceed thereof or therefrom, the ſaid *R. B.* is not to intermeddle or have any controlling power over the ſame, or any part thereof, nor is the ſame to be in any ſort liable or ſubject to his the ſaid *R. B.*'s acts, engagements, debts, incumbrances or forfeitures; and the receipts or acquittances from time to time, in writing under the hand of the ſaid *M.* (notwithſtanding her coverture) ſhall be a ſufficient diſcharge to the ſaid *J. M.* and *J. K.* their, *&c.* for the ſaid intereſt, profit and proceed thereof, or ſo much thereof as ſhall be thereby acknowledged to be received from them or either of them, or their or either of their executors, *&c.* reſpectively; and in caſe the ſaid *M.* ſhall happen to ſurvive her ſaid huſband, then as to the ſaid ſum of five hundred pounds, and all the produce and proceed thereof, In truſt, for the ſole and only benefit and advantage of her the ſaid *M.* her executors, adminiſtrators and aſſigns; but in caſe the ſaid *M.* ſhall happen to depart this life in the life-time of her ſaid huſband, then In truſt to pay the ſaid ſum of five hundred pounds, and all the intereſt, profit and proceed thereof then remaining unpaid or unaccounted for to the ſaid *M.* unto and To the uſe of all and every the child and children of the body of the ſaid *M.* equally to be divided between and among them ſhare and ſhare alike, if more than one child; and in caſe the ſaid *M.* ſhall happen to depart this life in the life-time of her ſaid huſband, without leaving any iſſue of her body living at the time of her death, then in truſt for the only benefit and advantage of the ſaid *H. M.* her executors, adminiſtrators and aſſigns. *(Here were two proviſoes, one for the truſtees to deduct their expences out of the intereſt of the five hundred pounds, and not to be anſwerable for each other, and the other a power of revocation.* *See* Tit. Proviſo.) In Witneſs, &c.

*(Wood.)*

ment, to raiſe 500*l.* for his uſe.

*M.*'s marriage to *R. B.* without her father's conſent.

Appointment of a moiety of the premiſes to the elder daughter,

to be put out at intereſt;

the intereſt to be paid during the joint lives of the younger daughter, and her huſband, to her proper hands for her ſeparate uſe.

*M.*'s receipts to be good.

In caſe *M.* ſurvives her huſband, then the 500*l.* and all the produce ſhall be in truſt for her and her aſſigns.

But if ſhe dies before him, then to the uſe of her children.

If no children, then in truſt for her ſiſter *H.* her executors, &c.

## An Appointment, *being an Execution of a Power to limit Lands (to be indorſed on a Deed of Releaſe) with a Power reſerved to revoke, and to limit new Uſes.*

KNOW all men by theſe preſents, that I the within named *John Cotton*, by force and virtue of the power and authority to me in that behalf given or reſerved in and by the within written indenture, and of all other powers and authorities enabling me thereunto, Do, by this my writing under my hand and ſeal, (teſtified by the perſons whoſe names are hereunder ſubſcribed as witneſſes hereunto) direct, limit and appoint, All and every the manors, meſſuages, lands, tenements and hereditaments, in and by the within written indenture granted and releaſed, or mentioned or intended ſo to be, with their and every of their appurtenances, from and immediately after the ſeveral deceaſes of me the ſaid *John Cotton* and *Anne* my now wife, To, and to the uſe and behoof of all and every the children (whether ſons or daughters) of me the ſaid *John Cotton*, by the ſaid *Anne* my wife born or to be born, (except the eldeſt or only ſon for the time being of me and my ſaid wife) to be equally divided between them, ſhare and ſhare alike, as tenants in common, and not as joint-tenants, and the heirs of the reſpective bodies of all and every the ſaid children lawfully iſſuing (except of ſuch eldeſt or only ſon:) And if one or more of ſuch children ſhall happen to die without iſſue, then as to the ſhare or ſhares of him, her or them ſo dying without iſſue, to, and to the uſe of the ſurvivors or others of them (except as aforeſaid) ſhare and ſhare alike, and the heirs of their reſpective bodies iſſuing (except as aforeſaid:) And if all ſuch children but one ſhall happen to die without iſſue, or if there ſhall be but one ſuch child beſides an eldeſt or only ſon, then to, and to the uſe of ſuch only child and the heirs of his or her body iſſuing; and for default of ſuch iſſue, then to, and to the uſe of ſuch eldeſt or only ſon of me by my ſaid wife, and the heirs of his body iſſuing; And for default of ſuch iſſue, then to, and to the uſe of me the ſaid *John Cotton*, and of my heirs and aſſigns for ever. Provided always, that if any younger ſon of me by my ſaid wife ſhall by the death of an elder without iſſue become an eldeſt or only ſon, then, and in ſuch caſe, and ſo often, the ſhare or ſhares of ſuch

The huſband (in execution of a power) limits lands,

(after the death of him and his wife) to the uſe of all their children (except the eldeſt ſon) as tenants in common in tail general, with croſs remainders.

Remainder to eldeſt ſon in tail.

Remainder to the father in fee.

Younger ſon becoming elder,

his ſhare to go among the reſt

ſuch younger ſon ſo becoming an elder or only ſon, ſhall be, go and remain, to and amongſt the reſt of my ſaid children, and the heirs of their reſpective bodies, in like manner as if ſuch younger ſon becoming an elder or only ſon had been actually dead without iſſue; (any thing herein contained to the contrary notwithſtanding.)

Power reſerved to revoke,

**Provided alſo**, that it ſhall and may be lawful for me the ſaid *John Cotton*, at any time or times hereafter during my life, by any writing or writings under my hand and ſeal, atteſted by three or more credible witneſſes, or by my laſt will and teſtament in writing to be by me ſigned, ſealed and publiſhed in the preſence of the like number of witneſſes, to revoke, alter, make void, or change all and every, or any the uſes and eſtates hereby limited or appointed of or concerning the ſaid manors, meſſuages, lands, tenements and hereditaments, or any part thereof; and by the ſame writing or writings, or laſt will and teſtament in writing, or any other writing or writings under my hand and ſeal, and atteſted as aforeſaid, to limit direct and appoint the ſame, or any part thereof, to, or to the uſe of all or any children by my ſaid wife, and the heirs of their or any of their reſpective bodies, in ſuch parts and proportions, manner and form as I ſhall think fit, with or without power of revocation; (any thing herein or in the within written indenture contained to the contrary thereof in any wiſe notwithſtanding.)

and to declare new uſes,

**In witneſs** wherof I the ſaid *John Cotton* have hereunto ſet my hand and ſeal this 26th day of June in the year of our Lord 1778.

*(Horſeman.)*

## Appointment, *by Tenant for Life, being a Settlement of a Jointure before Marriage, in Purſuance of a Power given by the Will of his Grandfather; and an Appointment of Portions for Daughters, a Term raiſed for Pin-money; with a Covenant to releaſe Legacies given to the Wife, and to ratify Partitions of Eſtates.*

**THIS Indenture tripartite**, made the 19th day, &c. in the nineteenth year, &c. and in the year of our Lord 1779, **Between** *Aaron Affley*, of, &c. Eſquire (grandſon of Sir *Bartholomew Affley*, late of, &c. Knight, deceaſed) of the firſt part, *Charles Caſtor*, of, &c. Eſquire, and *Daniel Darby*, of, &c. Gentleman, of the ſecond part, and *Edmund Eave*, of, &c. Eſquire, and *Frances Eave*, ſpinſter, (one of the daughters of the ſaid *Edmund Eave*) of the third part.

The will of the huſband's grandfather recited.

**Whereas** the ſaid Sir *Bartholomew Affley* **did** in and by his laſt will and teſtament in writing by him duly made and publiſhed, bearing date on or about the 5th day of October, which was in the year of our Lord 1776, (among other things) **Give**, deviſe and bequeath all and ſingular the manors, meſſuages, land and hereditaments whatſoever and whereſoever, in the ſeveral counties of Glouceſter, Hants, Lincoln and Norfolk, or elſewhere in England, (his manor of Oxtown in the ſaid county of Glouceſter only excepted) whereof, or wherein he, or any other perſon or perſons in truſt for him, or to his uſe, was or were ſeiſed or poſſeſſed of any eſtate or eſtates of inheritance or freehold in poſſeſſion, reverſion or remainder, to his grandſon the ſaid *Aaron Affley*, for the term of his natural life, without impeachment of waſte, **with** remainder to truſtees therein named, and their heirs during his life, **in truſt** to preſerve contingent remainders in the uſual manner, **with** remainder to his firſt and other ſons ſucceſſively in tail male, **with** divers remainders over; **in which** ſaid recited will was contained (among others) a proviſo, in the words, or to the effect following (that is to ſay) **Provided always**, and my expreſs will is, that my ſaid grandſon *Aaron Affley* and *John James*, and *Matthew Meane*, ſeverally and reſpectively, when they reſpectively ſhall be in actual poſſeſſion of my ſaid real eſtate, by virtue of the limitations aforeſaid, ſhall have power to limit in jointure to any woman or women that they ſhall reſpectively marry, and the iſſue of ſuch marriage, any part or parts of the ſaid manor, lands and premiſes whereof they ſhall be ſo in poſſeſſion, ſave what ſhall be neceſſary for the performance of the ſaid other truſts, ſo as ſuch part or parts ſo to be ſettled do not exceed the yearly value of one hundred pounds *per annum* for every one thouſand pounds which he or they ſhall reſpectively receive for the marriage portions of ſuch woman or women which they ſhall marry. **And likewiſe** one other proviſo, in the words, or to the effect following, (that is to ſay) **Provided alſo**, and it is my will and mind, and I do give full power and authority to my grandſon *Aaron Affley*, in caſe he ſhall have no iſſue male, and only a daughter or daughters, to charge the eſtates deviſed to him for life, or which he ſhall or may be intitled to by this my laſt will, with any ſum or ſums of money not exceeding in the whole eight thouſand pounds either by deed or deeds, or his laſt will and teſtament in writing to be by him ſigned, ſealed and executed in the preſence of three or more credible witneſſes; and which money ſo charged ſhall be accordingly raiſed and paid thereout by ſale or mortgage, or otherwiſe, as ſhall be found neceſſary and expedient, and to be paid to ſuch daughter or daughters, and at ſuch time and times, and in ſuch manner as the ſaid *Aaron Affley* ſhall by ſuch deed or will direct or appoint: As by the ſaid in part recited will of the ſaid Sir *Bartholomew Affley*, relation being thereunto had, may (among other things therein contained) more fully appear.

Deviſing to this grandſon his lands for life, *ſans* waſte, remainder to truſtees to preſerve contingent remainders, remainder firſt and other ſons in tail male,

with power to make a jointure in proportion to the wife's portion, and (if no ſons) to charge portions for daughters.

A decree in Chancery recited, by which the will was eſtabliſhed.

**And whereas** by a decree or decretal order of the High Court of Chancery, made and pronounced on or about the 10th day of November laſt paſt before the date of theſe preſents, in a cauſe there between the ſaid *Aaron Affley* plaintiff, and *Olive Affley* (his elder brother, who is grandſon and heir of the ſaid Sir *Bartholomew Affley*) and *Price Perry* and *Robert Real* defendants, **It was** (among other things) **Decreed** by conſent of the ſaid parties in the ſaid cauſe, that the ſaid in part recited will ſhould be confirmed and eſtabliſhed, and the agreement therein recited between the ſaid *Aaron Affley* and *Olive Affley* be confirmed, as by the ſaid in part recited decree or decretal order, relation being thereunto had, may (among other things) more fully appear.

The intended marriage recited.

**And whereas** a marriage is intended, by the grace of God, to be ſhortly had and ſolemnized between the ſaid *Aaron Affley* and the ſaid *Frances Eave*; **Now this Indenture witneſſeth**, that in conſideration of the ſaid intended marriage, and of the ſum of ſix thouſand pounds of lawful money of Great Britain to the ſaid *Aaron Affley* in hand well and truly paid by the ſaid *Edmund Eave*, in full for the marriage portion of the ſaid *Frances Eave* his daughter, (the receipt and payment of which ſaid ſum of ſix thouſand pounds he the ſaid *Aaron Affley* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Edmund Eave*, his heirs, executors, adminiſtrators and aſſigns, and every of them for ever, by theſe preſents,) **and for** making ſuch ſettlement, jointure, and proviſion of maintenance for the ſaid *Frances Eave* (in caſe ſhe ſhall, after the ſaid intended marriage had,

The conſideration, marriage portion,

and for making ſettlement and jointure.

had, happen to ſurvive and overlive the ſaid *Aaron Affley* her intended huſband) as he the ſaid *Aaron Affley* is impowered and enabled to make by virtue of and according to the true intent and meaning of the ſaid recited will of the ſaid Sir *Bartholomew Affley*, he the ſaid *Aaron Affley*, purſuant to, and by force and virtue of the ſaid power and authority to him given, for making or limiting ſuch jointure as aforeſaid, and of all and every other power and powers, authority and authorities, to him in that behalf given, or any ways enabling him thereunto, hath granted, ſettled, directed, limited and appointed, and by theſe preſents doth grant, ſettle, direct, limit and appoint unto and upon the ſaid *Frances Eave* his intended wife, all that manſion-houſe or capital meſſuage, commonly called Smerdon place, and all the barns, ſtables, outhouſes, yards, gardens, orchards, lands, meadows, paſtures, commons and hereditaments whatſoever thereunto belonging or appertaining, or therewith uſed, leaſed or enjoyed, ſituate, lying and being in the pariſh of Smerdon in the ſaid county of Glouceſter; and alſo all the great tithes late of the ſaid Sir *Bartholomew Affley*, and now of him the ſaid *Aaron Affley*, yearly ariſing, happening, increaſing or renewing within the ſaid pariſh of Smerdon, with their appurtenances, which ſaid manſion-houſe or capital meſſuage, lands, tithes, hereditaments and premiſes, now are, or late were in the tenure, poſſeſſion or occupation of *Timothy Tims*, yeoman, his aſſigns, leſſees or under-tenants, by virtue of, and under a leaſe to him thereof made by the ſaid Sir *Bartholomew Affley* for the term of twenty-one years, which commenced at Michaelmas in the year of our Lord 1718, at and under the yearly rent of one hundred and thirty pounds, and alſo, all that meſſuage or tenement and farm, commonly called by the name of Verdens, or howſoever otherwiſe called or known, with all buildings, barns, ſtables, lodges, yards, gardens, orchards, lands, meadows, paſtures, commons and hereditaments whatſoever thereunto belonging or appertaining, or therewith uſed, leaſed or enjoyed, ſituate, lying and being in the ſaid pariſh of Smerdon in the ſaid county of Glouceſter, and now or late in the tenure, poſſeſſion or occupation of *Walter Wall*, his aſſigns, leſſees or under-tenants, by virtue of, and under a leaſe to him thereof made by the ſaid Sir *Bartholomew Affley* for the term of twenty-one years, which commenced at Michaelmas in the year of our Lord 1770, at and under the yearly rent of forty-five pounds. [*Here follow many more parcels.*] And alſo all ways, paſſages, waters, watercourſes, profits, commodities, advantages, emoluments and hereditaments whatſoever, to the ſaid meſſuages, farms, lands, tenements, tithes, hereditaments, and premiſes herein before granted, limited and appointed as aforeſaid, or mentioned, or intended ſo to be, or any of them belonging or appertaining, or with them, or any of them uſed, letten, occupied, poſſeſſed or enjoyed; all which ſaid herein before granted, limited and appointed meſſuages, farms, lands, tenements, tithes, hereditaments and premiſes now are, or late were in the ſeveral tenures, poſſeſſions or occupations, of the ſeveral tenants herein before named, or their ſeveral aſſigns, leſſees or under-tenants, or of ſome other perſons as tenants to him the ſaid *Aaron Affley*, at and under the ſeveral yearly rents herein before particularly mentioned, or ſome other yearly rents amounting in the whole to the yearly ſum of five hundred pounds or thereabouts, and are part and parcel of the real eſtate late of the ſaid Sir *Bartholomew Affley*, whereof he the ſaid *Aaron Affley* is now in the actual poſſeſſion by virtue of, or under the ſaid in part recited will, and are ſuch part of the ſaid eſtate late of the ſaid Sir *Bartholomew Affley*, as is not, nor will be neceſſary for the performance of the truſts in his ſaid will (the reſidue and remainder of the freehold, copyhold and leaſehold eſtates late of the ſaid Sir *Bartholomew Affley* included and comprized in his ſaid will, and thereby ſubjected to the ſaid truſts, being much more than will be neceſſary and ſufficient for the performance of the ſame truſts;) and alſo all yearly and other rents, iſſues and profits of the ſaid meſſuages, farms, lands, tenements, tithes, hereditaments and premiſes herein before granted, limited and appointed as aforeſaid, or mentioned, or intended ſo to be, and every of them, and of every part and parcel thereof; To have and to hold the ſaid meſſuages, farms, lands, tenements, tithes, hereditaments, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby granted, ſettled, limited and appointed as aforeſaid, with their and every of their appurtenances, unto, and to the uſe and behoof of the ſaid *Frances Eave* and her aſſigns, for and during the term of her natural life, for her jointure, to commence in poſſeſſion from and immediately after the deceaſe of him the ſaid *Aaron Affley* her intended huſband (in caſe the ſaid intended marriage ſhall take effect, and ſhe ſhall happen to ſurvive him) and to be in * lieu, bar and ſatisfaction of the dower and thirds at common law which ſhe the ſaid *Frances Eave* can or may have or claim of, in, to, or out of all and every or any the manors, meſſuages, lands, tenements and hereditaments of the ſaid *Aaron Affley* her intended

The huſband ſettles and appoints a jointure.

General words.

The yearly value; and within the deſcriptions in the will.

To the wife.

In bar of dower.

* A jointure is defined by Sir Edward Coke to be "a competent livelihood of freehold for a wife of lands and tenements, to take effect in profit or poſſeſſion preſently after the death of the huſband, for the life of the wife at leaſt." This deſcription is framed from the purview of the ſtatute 27 Hen. VIII. c. 10. commonly called the ſtatute of uſes; before the making that ſtatute the greateſt part of the land of England was conveyed to uſes, the property or poſſeſſion of the ſoil being veſted in one man, and the uſe or profits thereof in another, whoſe directions with regard to the diſpoſition thereof, the former was in conſcience obliged to follow and might be compelled by a court of equity to obſerve. Now though a huſband had the uſe of lands in abſolute fee ſimple, yet the wife was not entitled to any dower therein, he not being ſeiſed thereof, wherefore it became uſual on marriages to ſettle by expreſs deed ſome ſpecial eſtate to the uſe of the huſband and his wife, for their lives in joint-tenancy or jointure, which ſettlement would be a proviſion for the wife in caſe ſhe ſurvives her huſband; at length the ſtatute of uſes ordained that ſuch as had the uſe of lands, ſhould to all intents and purpoſes be reputed and taken to be abſolutely *ſeiſed* and poſſeſſed of the ſoil itſelf, in conſequence of which legal ſeiſin all wives would have become dowable of ſuch lands as were held to the uſe of their huſbands. And alſo entitled at the ſame time to any ſpecial lands that might be ſettled in jointure, had not the ſame ſtatute provided that upon making ſuch an eſtate in jointure to the wife before marriage, ſhe ſhall be forever precluded from her dower. But then theſe four requiſites muſt be punctually obſerved, firſt the jointure muſt take effect immediately on the death of the huſband, ſecondly it muſt be for the wife's own life at leaſt, and not *pur auter vie*, or for any term of years, or other ſmall eſtate. Third, it muſt be made to herſelf and no other in truſt for her. Fourth, it muſt be made and ſo in the deed particularly expreſſed to be in ſatisfaction of her whole dower, and not of any particular part of it. If the jointure be made to her *after* marriage, ſhe has her election after her huſband's death as in dower *ad oſtium eccleſiæ* and may either accept it or refuſe it, and betake herſelf to her dower at common law, for ſhe was not capable of conſenting to it during coverture, and if by any fraud or accident, a jointure made before marriage proves to be on a bad title, and the jointreſs is evicted or turned out of poſſeſſion, ſhe ſhall then (by the proviſions of the ſame ſtatute) have her dower *pro tanto* at the common law, *vide* 1 *inſt.* 36, 4 *rept.* 1, 2. *Bl. Com. and the theoretical part of this work under title dower.*

husband, or whereof, or wherein he or any person or persons in trust for him now is, or at any time hereafter during the said intended coverture, shall be seised of any estate of freehold or inheritance. And this Indenture further witnesseth, that in consideration of the said intended marriage and marriage portion, and of the sum of ten shillings of lawful money of Great Britain to him in hand paid by the said *Charles Castor* and *Daniel Darby*, at and before the ensealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) he the said *Aaron Affley* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said *Charles Castor* and *Daniel Darby*, their executors, administrators and assigns, all and every the said messuages, farms, lands, tenements, tithes, hereditaments and premises herein before granted, settled, limited and appointed, unto and upon the said *Frances Eave* for her life, for her jointure as aforesaid, with their and every of their appurtenances, and the reversion and reverſions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; To have and to hold the said messuages, farms, lands, tenements, tithes, hereditaments, and all and singular other the premises herein before demised or mentioned, or intended so to be, with their and every of their appurtenances, unto the said *Charles Castor* and *Daniel Darby*, their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended, (if they the said *Aaron Affley* and *Frances* his intended wife shall both of them so long jointly live,) upon the trusts, and to and for the intents and purposes, and under and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same term, *(that is to say)* in trust for the said *Aaron Affley* and his assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust, and to the intent and purpose, that they the said *Charles Castor* and *Daniel Darby*, and the survivor of them, his executors, administrators and assigns, shall and do yearly and every year, by and out of the rents, issues and profits of the said messuages, farms, lands, tenements, tithes, hereditaments and premises so demised, or mentioned to be demised as aforesaid, pay, or cause to be paid by four equal quarterly payments, on the four most usual feasts or days of payment in the year *(that is to say)* the feasts of the birth of our Lord Christ, the annunciation of the blessed Virgin Mary, the nativity of Saint John Baptist, and Saint Michael the archangel, by even and equal portions, free of all taxes and deductions whatsoever, the several yearly sums of money, and for the several and respective times next herein after mentioned *(that is to say)* the yearly sum of one hundred and twenty pounds of lawful money of Great Britain until the feast-day of Saint Michael the archangel which shall be in the year of our Lord 1782, (if they the said *Aaron Affley* and *Frances* his intended wife shall both of them so long jointly live) and then and from thenceforth, and from and after the said feast-day of Saint Michael the archangel 1782 the yearly sum of two hundred and fifty pounds of like money, for and during the joint lives of them the said *Aaron Affley* and *Frances* his intended wife; both the said yearly sums to be paid unto the proper hands of her the said *Frances Eave*, or to such person or persons, and for such uses and purposes as she, without the said *Aaron Affley*, by any note or writing under her hand, shall from time to time, notwithstanding her coverture, direct or appoint; the same to be for her own sole and separate use and benefit, exclusive of the said *Aaron Affley*, and not to be liable or subject to his controul, debts or incumbrances, but to be disposed of by her for her cloaths, and such other uses and purposes as he shall think fit; and her receipt, or the receipts of the person or persons to whom she shall appoint the said monies to be paid as aforesaid, under her or their respective hand or hands, shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much of the said several yearly sums for which such receipts shall be given; the first payment of the said yearly sum of one hundred and twenty pounds to begin and be made on such of the said feasts or days of payment as shall first and next happen after the solemnization of the said intended marriage; and the first payment of the said yearly sum of two hundred and fifty pounds to begin and be made on the feast-day of the birth of our Lord Christ which shall be in the year of our Lord 1782. And upon this further trust, that they the said *Charles Castor* and *Daniel Darby*, and the survivor of them, his executors, administrators and assigns, shall and do permit, and suffer the said *Aaron Affley* and his assigns, during the continuance of the said term of ninety-nine years (determinable as aforesaid) to receive and take the residue and overplus of the rents and profits of the same messuages, farms, lands, tenements, tithes, hereditaments and premises (over and above so much thereof as shall from time to time be sufficient to satisfy and pay the said several yearly sums of one hundred and twenty pounds and two hundred and fifty pounds as the same shall respectively become due and payable as aforesaid) to and for his and their own use and benefit. And this Indenture further witnesseth, that in consideration of the said intended marriage and marriage portion, and for other the considerations aforesaid, and for making such provision for the daughter and daughters of the said *Aaron Affley*, (in case he shall not have issue male, and only a daughter or daughters) as he is in that case authorised and impowered to make for the same daughter or daughters by force and virtue of the said recited will, he the said *Aaron Affley*, pursuant to, and by force and virtue of the said recited power and authority to him given for making such provision for his daughter or daughters, (on failure of his issue male as aforesaid) and of all and every other power and powers, authority and authorities to him in that behalf given, or any ways enabling him thereunto, doth by these presents charge and subject all and every the manors, and freehold and copyhold messuages, lands, tenements and hereditaments whatsoever, late of him the said Sir *Bartholomew Affley*, in the said counties of Glouceſter and Lincoln, or either of them, and which in and by his said recited will were devised, or mentioned to be devised as aforesaid, with their and every of their appurtenances *(subject*, and without prejudice nevertheless to the said jointure and estate for life of her the said *Frances Eave*, of and in the said messuages, farms, lands, tenements, tithes, hereditaments and premises herein before limited to her for her life as aforesaid, and also subject to the trusts in the said recited will of him the said Sir *Bartholomew Affley* which are yet unperformed, and without prejudice to the performance of the same trusts, according to the true intent and meaning of the said will) with and to the payment thereout of the full sum of eight thousand pounds of lawful money of Great Britain, for the portion and portions of all and every the daughter and daughters of him the said *Aaron Affley*; the same to be raised, levied and paid within the space of three calendar months next after his decease and failure of all issue male of his body; by demise, sale or mortgage of the said manors, messuages, lands, hereditaments and premises, or of a competent part or parts thereof, or otherwise, as shall be found necessary and expedient, and to be thereupon forthwith paid or payable in manner following *(that is to say)* If but one such daughter, then the said whole sum

The husband bargains, &c. the premises to trustees for a term determinable with the joint lives of husband and wife,

upon trust,

after the marriage, to pay the wife an annuity for her separate use,

and her receipt to be sufficient;

and upon trust, to permit the husband to take the residue of the profits.

Execution of the power to provide for daughters,

without prejudice to the jointure, and subject to the trusts in the will.

ſum of eight thouſand pounds to be forthwith paid, or payable to ſuch only daughter; And if two or more ſuch daughters, then the ſaid ſum of eight thouſand pounds to be forthwith paid or payable unto, and equally divided amongſt all the ſame daughters, ſhare and ſhare alike; And in caſe any of ſuch daughters ſhall happen to die before ſhe or they ſhall attain the age of twenty-one years, or be married, then the portion or portions, or ſhare or ſhares of her or them ſo dying, ſhall go and remain unto the ſurvivors or ſurvivor of them, ſhare and ſhare alike. And the ſaid *Aaron Affley* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Charles Caſtor* and *Daniel Darby*, their executors and adminiſtrators, in manner following, *(that is to ſay)* that (for and notwithſtanding any act, matter or thing whatſoever, by them the ſaid *Aaron Affley* and Sir *Bartholomew Affley*, or either of them, or by Sir *Alexander Alton*, Knight and Baronet, deceaſed, late father of dame *Bethia Affley*, the late wife of the ſaid *Bartholomew Affley*, alſo deceaſed, or any of them, or by any perſon or perſons lawfully claiming, or to claim by, from or under them, or any of them, done, committed, or ſuffered to the contrary) he the ſaid *Aaron Affley* now hath, at the time of ſealing and delivery of theſe preſents, in himſelf good right, full power, and lawful and abſolute authority, to make ſuch ſettlement, limitation, appointment and charge, as are by him made reſpectively as aforeſaid. And further, that ſhe the ſaid *Frances Eave* and her aſſigns (in caſe the ſaid intended marriage ſhall take effect, and that ſhe the ſaid *Frances* ſhall happen to ſurvive him the ſaid *Aaron Affley* her intended huſband) ſhall and may from time to time, and at all times, from and after his deceaſe, during the term of her natural life, peaceably and quietly enter into, have, hold, occupy, poſſeſs, and enjoy the ſaid meſſuages, farms, lands, tenements, tithes, hereditaments and premiſes herein before limited to her for her life as aforeſaid, with their appurtenances, and receive, and take the rents and profits thereof, and of every part thereof, to and for her and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption of or by the ſaid *Aaron Affley*, his heirs or aſſigns, or of, or by any other perſon or perſons lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt, either at law or in equity, of, in, to or out of the ſame premiſes, or any of them, or any part thereof, from, by or under, or in truſt for him, them, or any of them, or from, by or under the ſaid Sir *Bartholomew Affley* and Sir *Alexander Alton*, or either of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Aaron Affley*, his heirs, executors or adminiſtrators, well and ſufficiently ſaved harmleſs, and kept indemnified of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, truſts, wills, intails, debts, legacies, eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Aaron Affley*, Sir *Bartholomew Affley*, and Sir *Alexander Alton*, or any of them, their or any of their heirs or aſſigns, or by any other perſon or perſons lawfully claiming, or to claim from, by or under, or in truſt for them or any of them. And moreover, that he the ſaid *Aaron Affley* and his heirs, and all other perſons lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt, at law or in equity, of, in, to or out of the ſame meſſuages, farms, lands, tenements, hereditaments and premiſes, or any of them, or any part thereof, from, by or under, or in truſt for him, them, or any of them, or from, by or under the ſaid Sir *Bartholomew Affley* and Sir *Alexander Alton*, or either of them, ſhall and will from time to time, and at all times hereafter, at the requeſt of the ſaid *Charles Caſtor* and *Daniel Darby*, or the ſurvivor of them, his executors or adminiſtrators, make, do, execute and ſuffer, or cauſe to be made, done, executed and ſuffered, any ſuch further or other lawful and reaſonable acts, deeds, devices, conveyances or aſſurances in the law whatſoever, for the further, better, more perfect and abſolute eſtabliſhing, ratifying, making good and confirming the ſaid ſettlement, limitation, appointment and charge herein before reſpectively made, or mentioned or intended to be made as aforeſaid, according to the purport, true intent and meaning of theſe preſents, and of the parties hereunto, as by the ſaid *Charles Caſtor* and *Daniel Darby*, or the ſurvivor of them, his executors or adminiſtrators, or his, their or any of their counſel learned in the law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further aſſurances contain in them no further, or other warranty or covenants, than againſt the perſon or perſons, his or their heirs, who ſhall make or do the ſame, and ſo as the party or parties who ſhall be requeſted to make ſuch further aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five miles from his or their then reſpective dwellings or places of abode. And that the ſaid meſſuages, lands, tenements, tithes, hereditaments and premiſes ſo limited to the ſaid *Frances* for her life, for her jointure as aforeſaid, are now of the clear yearly value of five hundred pounds, over and above all charges and reprizes (parliamentary taxes only excepted). And whereas by agreement between the ſaid *Edmund Eave* and *Aaron Affley*, made previous hereunto, and in proſpect and conſideration of the ſaid intended marriage, the ſaid ſum of ſix thouſand pounds ſo paid to the ſaid *Aaron Affley* by the ſaid *Edmund Eave*, for and as in full for the marriage portion of the ſaid *Frances Eave* his daughter, is and was ſo by him paid in lieu, diſcharge and full ſatisfaction of and for all ſuch part, ſhare, intereſt, claim and demand, as ſhe the ſaid *Frances Eave* at preſent hath, of, in, to or out of all and every or any part of the perſonal eſtate late of *Chriſtopher Culling* and *Delia Culling* (the late grandfather and grandmother of her the ſaid *Frances Eave*, both deceaſed,) or either of them, and of and for all legacies and bequeſts made or given to or for the benefit of her the ſaid *Frances Eave* by the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, in and by their ſeveral and reſpective laſt wills and teſtaments, or any codicil or codicils to either of their ſaid wills, (except only ſuch part, ſhare, right, benefit or expectancy, as ſhall or may hereafter come or accrue to her the ſaid *Frances*, or to the ſaid *Aaron Affley* in her right, or to their children, from the ſaid perſonal eſtates, or either of them by ſurvivorſhip). Now this Indenture further witneſſeth, that in purſuance of the ſaid laſt recited agreement, and in conſideration of the ſaid intended marriage and marriage portion, the ſaid *Aaron Affley* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edmund Eave* and *Elizabeth* his wife, and each of them, their and each of their heirs, executors and adminiſtrators, in manner following *(that is to ſay)* that he the ſaid *Aaron Affley*, his heirs, executors and adminiſtrators, and every or any of them, ſhall and will at any time or times after the ſolemnization of the ſaid intended marriage, at the requeſt, coſts and charges of the ſaid *Edmund Eave* and *Elizabeth* his wife, or either of them, their or either of their heirs, executors or adminiſtrators, legally and effectually releaſe and diſcharge all ſuch part, ſhare, intereſt, claim and demand as ſhe the ſaid *Frances Eave* at preſent hath of, in, to or out of all and every, or any part of the ſaid perſonal eſtates late of the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them;

The huſband covenants that he has ſuch power to ſettle.

And that his wife ſhall peaceably enjoy,

free from incumbrances,

and for further aſſurances.

And that the jointure lands are of a certain yearly value. And agreement recited, that the lady's portion is to be in ſatisfaction of ſome other demands on account of legacies, &c.

The huſband covenants,

to releaſe accordingly, after marriage.

except expectancies by ſurvivorſhip,

and to ratify partitions, &c. of her grandfather and grandmother's eſtate.

them; And alſo all legacies and bequeſts made or given to or for the benefit of her the ſaid *Frances Eave* by the ſaid *Chriſtopher* and *Delia Culling*, or either of them as aforeſaid, (except only ſuch part, ſhare, right, benefit or expectancy, as ſhall or may hereafter accrue to her the ſaid *Frances Eave*, or to the ſaid *Aaron Affley* in her right, or their children, from the ſame perſonal eſtates, or either of them, by ſurvivorſhip.) And alſo, that he the ſaid *Aaron Affley*, his heirs, executors and adminiſtrators, and every or any of them, ſhall and will at any time or times after the ſolemnization of the ſaid intended marriage, at the like requeſt, coſts and charges of the ſaid *Edmund Eave* and *Elizabeth* his wife, or either of them, their or either of their heirs, executors or adminiſtrators as aforeſaid, ratify and confirm, or do any legal and reaſonable act, matter or thing whatſoever, for the eſtabliſhing, ratifying, making good and confirming all ſuch diviſions, partitions or diſpoſitions, as have been made by and between the ſaid *Edmund Eave* and the executors of the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, of the eſtates late of them the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, and all deeds, tranſactions, matters and things which have been made, done or executed by the ſaid *Edmund Eave* and the ſaid executors, in order to any ſuch diviſion, partition or diſpoſition as aforeſaid. In Witneſs, &c.

(*Morgan.*)

## *Appointment by a Feme Covert for the Sale of South-Sea Stock.*

Recital of ſettlement before marriage, whereby it is declared that South-Sea ſtock ſhould be transferred to truſtees for the wife's ſeparate uſe, with a power for her to make an appointment thereof.

To all to whom, &c. *Elizabeth Barry*, wife of *George Barry* of, &c. (late *Elizabeth Cook*, ſpinſter,) ſendeth greeting. Whereas by indenture *tripartite*, bearing date, &c. made, &c. between the ſaid *E. B.* (by the name and addition of *E. C.* of, &c. ſpinſter,) of the firſt part, the ſaid *G. B.* of the ſecond part, and *W. B.* and *J. A. P.* of the third part, (made previous and in order to the marriage of the ſaid *G. B.* with the ſaid *E.* his wife) *It was therein declared and agreed* by and between all the ſaid parties to the ſaid indenture, that the ſaid *W. B.* and *J. A. P.* their executors, adminiſtrators and aſſigns, (amongſt other things) ſhould ſtand poſſeſſed of two hundred pounds capital ſtock of the government and company of Merchants of Great Britain trading to the South Seas and other parts of America, (therein mentioned to have been on the day of the date of the ſaid indenture, transferred to the ſaid *W. B.* and *J. A. P.* by the ſaid *E. B.*) and all dividends and profits thereof; *In truſt* for the ſole and ſeparate uſe and benefit of the ſaid *E. B.* free from the controul, intermeddling, debts, contracts and engagements of the ſaid *G. B.* (notwithſtanding the then intended coverture,) and ſhould from time to time pay to or permit the ſaid *E. B.* during her life-time, to enjoy, ſell, give away, ſpend or any ways to diſpoſe of the ſame, and all and every or any part of the ſaid two hundred pounds South-Sea ſtock, or of the dividends, profits or produce of the ſame, in like manner to all intents and purpoſes (notwithſtanding the ſaid then intended coverture,) as the ſaid *E. B.* might or could have done in caſe ſhe had continued ſole and unmarried, and freed and excepted from the controul, intermeddling, debts, contracts and engagements of the ſaid *G. B.* and after the death of the ſaid *E. B.* *In truſt* to transfer the ſame, or ſo much thereof as ſhould remain undiſpoſed of by the ſaid *E. B.* in her life-time, to ſuch perſon or perſons, and in ſuch proportions as ſhe the ſaid *E. B.* alone, by her laſt will and teſtament, or any other writing or writings under her hand and ſeal and properly atteſted, ſhould direct or appoint; and in default of ſuch appointment, to the executors or adminiſtrators of the ſaid *E. B.* Now know ye, That the ſaid *E. B.* by virtue and in purſuance of the aforeſaid powers, authorities and limitations in the herein before in part recited indenture, and in purſuance of all and every or any other powers or authorities in her now being, hath and by theſe preſents doth order, direct and appoint the ſaid *W. B.* and *J. A. P.* as ſoon as conveniently may be, at the market price, to ſell and diſpoſe of the ſaid two hundred pounds South-Sea ſtock in their names as aforeſaid, and the monies ariſing by ſuch ſale, together with the dividends or profits accrued thereon, (after deducting the coſts and charges of ſuch ſale,) to pay to her the ſaid *E. B.* to her ſole and ſeparate uſe, according to the limitations, truſts, true intent and meaning of the ſaid herein before in part recited indenture, and upon receipt thereof by her the ſaid *E. B.* they the ſaid *W. B.* and *J. A. P.* their executors and adminiſtrators, ſhall and will be abſolutely freed and diſcharged of and from the ſaid two hundred pounds South-Sea ſtock, and every part thereof, and all dividends and profits thereof, and of every part thereof. In Witneſs, &c.

Appointment.

(*Newnam.*)

## *Appointment by a Feme Covert, of Manors, &c. after the Death of her Huſband and her, to the Uſe of the firſt and other Sons of the Marriage ſucceſſively in Tail Male; Remainder to the Daughters as Tenants in Common in Tail General, with Croſs Remainders to the Heirs of her Body by this Huſband; Remainder to the Huſband in Fee.*

Appointment of manors, &c.

Know, &c. that I *A. B.* the wife of *J. B.* of, &c. in purſuance and by virtue of the power and authority to me reſerved, and contained in and by one indenture of releaſe, bearing date, &c. between, &c. and by virtue of all and every other power, &c. any wiſe enabling me thereunto, Do by this preſent deed or writing by me ſigned, &c. in the preſence, &c. direct, limit and appoint, All and every the manors, &c. (which in and by the ſaid indenture of releaſe were allotted, limited, appointed or conveyed, or mentioned, &c. to the uſe of the ſaid *J. B.* and myſelf for our lives, and the life of the longeſt liver of us, in manner therein mentioned, with their appurtenances) unto, and for ſuch uſes, eſtates, intents and purpoſes, and under and ſubject to ſuch proviſoes, as are herein after mentioned and expreſſed of and concerning the ſame; (that is to ſay) From and after the deceaſe of the longer liver of us the ſaid *J. B.* and myſelf, To the Uſe and behoof of the firſt ſon of my body by the ſaid *J. B.* lawfully begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; And for default of ſuch iſſue, then To the Uſe and behoof of the ſecond, third, fourth, fifth, ſixth and ſeventh, and of all and every other the ſon and ſons of my body by the ſaid *J. B.* lawfully begotten or to be begotten ſeverally,

After the huſband and wife's death, to ſons.

ſeverally, ſucceſſively, and in remainder one after another, as they and every of them ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; the elder of ſuch ſons, and the heirs male of his body iſſuing, always to be preferred and to take before the younger of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing; And for default of ſuch iſſue, then To the Uſe and behoof of all and every the daughter and daughters of my body by the ſaid *J. B.* lawfully begotten or to be begotten, to be equally divided amongſt them (if more than one) ſhare and ſhare alike, as tenants in common, and not as joint-tenants, and of the ſeveral and reſpective heirs of the body and bodies, of all and every ſuch daughter and daughters lawfully iſſuing; And in caſe one or more of ſuch daughters ſhall happen to die without iſſue of her or their body or bodies, then as to the ſhare or ſhares of her or them ſo dying without iſſue, To the Uſe and behoof of the ſurvivors or ſurvivor, or others or other of them, ſhare and ſhare alike, as tenants in common, and not as joint tenants, and of the ſeveral and reſpective heirs of the body and bodies of ſuch ſurvivors and ſurvivor, or others or other of them; And in caſe all ſuch daughters but one ſhall happen to die without iſſue of their bodies, or if there ſhall be but one ſuch daughter, then To the Uſe and behoof of ſuch ſurviving or only daughter, and of the heirs of her body lawfully iſſuing; And for default of ſuch iſſue, then To the Uſe and behoof of the heirs of my body by the ſaid *J. B.* lawfully, *&c.* And for default of ſuch iſſue, then To the uſe and behoof of the ſaid *J. B.* and of his heirs and aſſigns for ever, and to and for no other uſes, intents and purpoſes whatſoever. (*Proviſo of revocation and new declaration. See* Tit. Proviſoes.) In witneſs, &c.

Remainder to daughters.

Croſs remainders.

(*Wood.*)

*An Appointment by a Feme Covert, (by Deed-Poll) charging her Inheritance with Money for her Daughters, and appointing who ſhall have the Fee, in purſuance of a Power reſerved to her.*

TO all to whom theſe preſents ſhall come, I Dame *Anne Auſtin*, wife of Sir *Benjamin Auſtin*, of Arnton in the county of Bucks, Baronet, *ſend greeting*. Whereas in and by certain indentures of leaſe and releaſe, bearing date reſpectively the ſeventeenth and eighteenth days of May, which was in the year of our Lord 1768, the releaſe being quadrupartite, and made or mentioned to be made between the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin* of the firſt part, *Charles Auſtin*, Eſquire, ſon and heir apparent of the ſaid Sir *Benjamin Auſtin* of the ſecond part, *Daniel Denton*, Eſquire, (ſince deceaſed) and *Ezra Elton*, Eſquire, of the third part, and *Francis Ford*, Eſquire, and *George Greg*, Eſquire, of the fourth part, All that my moiety or half-part of and in the manor of Hayne, with the rights, members and appurtenances thereof, in the county of Bucks, and of and in divers meſſuages, mills, lands, tenements and hereditaments in the counties of Bucks and Berks, in the ſame indenture more particularly mentioned; And all other my manors, meſſuages, lands, tenements and hereditaments, with their appurtenances, within the ſame counties, or either of them, in the ſame indentures mentioned or referred to, are and were (ſubject to divers charges and incumbrances in the ſaid indentures mentioned, and particularly to a certain mortgage therein mentioned, or recited to be made of the ſame moiety of the ſaid manors and premiſes to *Humphry Herne*, Eſquire, (ſince deceaſed) for the term of five hundred years for ſecuring to him the payment of eight hundred pounds, and intereſt,) conveyed and limited, To the uſe of the ſaid Sir *Benjamin Auſtin* for the term of his natural life, without impeachment of waſte; and after his deceaſe, to the uſe of me the ſaid Dame *Anne Auſtin*, for the term of my natural life, without impeachment of waſte; and after the ſeveral deceaſes of the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin*, to the uſe of the ſaid *Charles Auſtin*, Eſquire, for the term of his natural life, without impeachment of waſte; and from and after his deceaſe to other uſes therein mentioned and ſince determined; And after to the uſe of the ſaid *Daniel Denton* and *Ezra Elton*, their heirs and aſſigns for ever, *in truſt*, to convey and diſpoſe of the ſame moiety of the ſaid manors, hereditaments and premiſes, and every or any part thereof, to and for ſuch uſes, eſtates, truſts, intents and purpoſes, and for ſuch perſon and perſons, and in ſuch manner as I the ſaid Dame *Anne Auſtin* alone, or together with my huſband, and whether I ſhould be married or ſole, and notwithſtanding my coverture, by any deed or deeds, writing or writings to be by me ſigned and ſealed in the preſence of three or more credible witneſſes, ſhould from time to time declare, direct, limit, expreſs, name or appoint, for or concerning the ſame, In which ſaid indenture of releaſe is contained a proviſo or power for me the ſaid Dame *Anne Auſtin*, at any time or times during my life, notwithſtanding my coverture, and whether I ſhould be ſole or married, by any writing or writings under my hand and ſeal, atteſted by three or more credible witneſſes, to charge the ſaid moiety of the ſaid manors, hereditaments and premiſes, or any part thereof, or the aforeſaid term of five hundred years therein (ſubject to the payment of the ſaid eight hundred pounds and intereſt to the ſaid *Humphry Herne* as aforeſaid) with the payment of any further ſum or ſums of money not exceeding the ſum of two thouſand pounds of lawful money of Great Britain, over and above the ſum of ſeven hundred pounds, then due to *Jane Jackſon* therein named, and the ſaid eight hundred pounds to the ſaid *Humphry Herne*, to be raiſed, levied and paid at ſuch time or times, and in ſuch manner, and to ſuch perſon or perſons, and in ſuch parts, ſhares and proportions, and to ſuch uſes and purpoſes, as I the ſaid Dame *Anne Auſtin*, notwithſtanding my coverture, ſhould by the ſame writing, or any other writing or writings under my hand and ſeal, atteſted as aforeſaid, limit, direct, declare or appoint, with or without power of revocation. And whereas the ſaid *Humphrey Herne* in his life-time, at the requeſt of the ſaid Sir *Benjamin Auſtin*, and me the ſaid Dame *Anne Auſtin*, did pay off the ſaid ſum of ſeven hundred pounds due to the ſaid *Jane Jackſon* as aforeſaid, and did take an aſſignment of the ſame, and the benefit thereof, from *James Knight*, Eſquire, and the ſaid *Jane* then and now his wife, for his the ſaid *Humphrey Herne*'s ſecurity. And whereas the ſaid *Humphrey Herne* did alſo at my requeſt, and at my direction and appointment, in his life-time lend and pay to the ſaid Sir *Benjamin Auſtin* the further ſum of eight hundred pounds, for and towards part of the marriage portion of *Leonora Auſtin* his eldeſt daughter. And whereas I did by writing by me duly executed, (indorſed on the ſaid mortgage, to the ſaid *Humphrey Herne*) by virtue of my ſaid recited power in that behalf, charge the ſaid moiety of the ſaid manors, hereditaments and premiſes, and the ſaid term of five hundred years therein, with the payment of the ſaid laſt mentioned ſum of eight hundred pounds to the ſaid *Humphrey Herne*, his executors, adminiſtrators

Indentures of leaſe and releaſe recited, whereby the inheritance of the wife (ſubject to incumbrances) was conveyed (after other uſes) to be at her appointment;

notwithſtanding her coverture,

and to be chargeable by her with a ſum of money.

Recital of ſubſiſting incumbrances.

administrators and assigns, (being part of the said sum of two thousand pounds which I had the power to charge thereon as aforesaid) together with interest for the same, at the rate of five pounds *per cent. per annum.* The appointment, **Now know ye,** that I the said Dame *Anne Austin*, pursuant to, and by force and virtue of the said last recited power and authority, and of all and every other power and powers to me in that behalf given and reserved, or any wise enabling me thereunto, do by this my writing under my hand and seal, attested by the persons whose names are hereupon indorsed as witnesses hereunto, charge the said term of five hundred years, and the said moiety of the said manors, messuages, mills, lands, tenements and premises therein comprized (subject to the payment of the monies by him the said *Humphrey Herne* lent and advanced thereon as aforesaid, and which are yet due and owing) with the payment of the further sum of twelve hundred pounds of lawful money of Great Britain (being the residue of the said sum of two thousand pounds which I had power to charge on the said term of five hundred years, and the said moiety of the said manors, hereditaments and premises therein comprized as aforesaid); **And I do hereby order,** declare, direct and appoint, that the said sum of twelve hundred pounds shall, as soon as may be after the decease of the survivor of us the said Sir *Benjamin Austin* and me the said Dame *Anne Austin*, be raised and levied (subject to the monies lent by the said *Humphry Herne*, and yet due and owing as aforesaid) by sale or mortgage of the said term of five hundred years, and the premises therein comprized, or any part thereof, and by the rents and profits of the premises in the mean time, and until such sale, or by any other lawful ways and means, together with the interest for the said twelve hundred pounds, after the rate of five pounds *per cent. per annum*, from the death of such survivor, until the same be fully raised and levied. To be paid to two daughters, **And I do hereby further order,** declare, direct and appoint, that the said sum of twelve hundred pounds, when raised, shall be paid unto my two daughters *Mary Austin* and *Olivia Austin*, for and towards their portions, equally to be divided between them, share and share alike, together with such interest for the same in the mean time as aforesaid; with benefit of survivorship; **Provided always,** that in case either of them my said two daughters last named shall happen to die unmarried in the life-time of the said Sir *Benjamin Austin*, and of me the said Dame *Anne Austin*, or of the survivor of us, then the share of her so dying shall go, remain and be paid unto the survivor of them; if both die, &c. the money not to be raised. **Provided also,** that in case both of them the said *Mary* and *Olivia* shall happen to die unmarried in the life-time of the said Sir *Benjamin Austin* and of me the said Dame *Anne Austin*, or of the survivor of us, then the said sum of twelve hundred pounds shall not be received or paid, but shall cease for the benefit of the person or persons to whom the reversion, freehold and inheritance of the premises comprized in the said term of five hundred years shall for the time belong or appertain. Appointment of the remainder, &c. **And further know ye,** that I the said Dame *Anne Austin*, pursuant to, and by force and virtue of the further power and authority to me given and reserved in and by the said indenture of release, concerning the disposal of the reversion or remainder and inheritance of the said moiety of the said manors, lands and premises thereby limited to the use of the said *Daniel Denton* and *Ezra Elton*, their heirs and assigns as aforesaid, and by virtue of all and every other power and powers to me in that behalf given or reserved, or any wise enabling me thereunto, do by this my present writing by me signed, sealed and attested as aforesaid, order, declare, direct and appoint, that the said *Ezra Elton* (my surviving trustee) his heirs and assigns, shall stand and be seised of the said reversion or remainder, and inheritance of the said moiety, or half-part of the said manors, hereditaments and premises, expectant upon the several deceases of the said Sir *Benjamin Austin* and me the said Dame *Anne Austin*, and the said *Charles Austin*, Esquire, in trust, to settle, convey and dispose of the same moiety or half-part of the said manors and premises, and do and shall accordingly settle, convey and dispose of the same, to the uses following, *(that is to say,)* **To the use** of my said two daughters *Mary Austin* and *Olivia Austin*, their executors, administrators and assigns, for the term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste; **And** from and after the end, expiration, or other sooner determination of the said term of five hundred years, **To the use and behoof** of my said son the said *Charles Austin*, Esquire, his heirs and assigns for ever. **In which** said settlement and conveyance I do hereby order, direct and appoint, that there be inserted and contained a proviso to the effect following, *viz.* **That** if the said *Charles Austin*, his heirs, executors, administrators or assigns, shall and do, within the space of two years next after the decease of the survivor of the said Sir *Benjamin Austin* and me the said *Anne Austin*, well and truly pay, or cause to be paid unto my said daughter *Mary Austin*, her executors or administrators, the sum of six hundred pounds of lawful money of Great Britain; and unto my said daughter *Olivia Austin*, her executors or administrators, the further sum of six hundred pounds of like money, over and above what is herein before provided for my said daughters, together with interest for the same respective sums after the rate of five pounds *per cent. per annum*, by equal half-yearly payments, in the mean time, from and after the end of one year next after such the decease of the survivor of us the said Sir *Benjamin Austin* and me the said Dame *Anne Austin*, and until the said two last mentioned sums of six hundred pounds, and six hundred pounds, shall be respectively paid as aforesaid, then, and in such case, and at all times from thenceforth, the said term of five hundred years shall cease, determine, and be utterly void to all intents and purposes; any thing herein, or in such settlement to be contained to the contrary thereof in any wise notwithstanding. A power of revocation, &c. **Provided always,** and it is the true intent and meaning of these presents, That it shall and may be lawful to and for me the said Dame *Anne Austin*, at any time or times hereafter during my life, notwithstanding my coverture, and whether I shall be sole or married, either alone or together with the said Sir *Benjamin Austin*, by any writing or writings under my hand and seal, attested by three or more credible witnesses, or by my last will and testament in writing, or any writing purporting my last will and testament, to be by me signed, sealed and published in the presence of the like number of witnesses, to revoke, alter, make void, or change all and every, or any the uses, trusts, declarations, directions, limitations or appointments herein, and hereby before by me made, ordered, declared, limited, directed or appointed, or any of them, or any part thereof; and by the same writing or writings, or last will and testament in writing, or writing purporting my last will, or by any other writing or writings to be by me signed, sealed and attested as aforesaid, to limit, declare, direct or appoint, any new or other use or uses, trust or trusts, estate or estates, of or concerning the premises, or any of them, or any part or parcel thereof, whereof or concerning which such revocation or alteration shall be made as aforesaid, any thing herein before contained to the contrary thereof in any wise notwithstanding. **In witness,** &c.

(*Horseman.*)

*Appointment*

*Appointment by a Feme Covert, charging her Eſtate of Inheritance with the Payment of Monies to her Daughters for their Portions, Remainder in Truſt, to be ſettled to the Uſe of the Daughters for a long Term, then to the Son in Fee; in which Settlement is to be contained a Proviſo to enable the Son to ceaſe the Term, on Payment of further Sums to the Daughters.*

TO all, &c. I Dame *A. B.* wife of Sir *B. B.* of, &c. Baronet, ſend greeting. **Whereas**, &c. *(recital of a leaſe and releaſe, whereby the inheritance of the wife, ſubject to incumbrances, was conveyed, after other uſes, to be at her appointment notwithſtanding her coverture; and with a power for her to charge the premiſes with the payment of any ſum not exceeding two thouſand pounds above ſeven hundred then due to* J. K. *and eight hundred pounds to* H. J. *likewiſe thereon charged, to be raiſed* &c. *as ſhe ſhall appoint.)* **And whereas** the ſaid *H. J.* (a mortgagee in his life-time) at the requeſt of the ſaid Sir *B. B.* and me the ſaid dame *A. B.* did pay off the ſaid ſum of ſeven hundred pounds due to the ſaid *J. K.* as aforeſaid, and did take an aſſignment of the ſame, and the benefit thereof, from *J. L.* Eſquire, and the ſaid *J.* then and now his wife, for his the ſaid *H. S.*'s ſecurity. **And whereas** the ſaid *H. J.* did alſo at my requeſt, and at my direction and appointment, in his life-time lend and pay to the ſaid Sir *B. B.* the further ſum of eight hundred pounds for and towards part of the marriage portion of *L. B.* his eldeſt daughter: **And whereas** by writing by me duly executed (indorſed on the ſaid mortgage of the ſaid *H. J.*) by virtue of my ſaid recited power in that behalf, did charge the ſaid moiety of the ſaid manors, &c. and the ſaid term of five hundred years therein, with the payment of the ſaid laſt mentioned ſum of eight hundred pounds to the ſaid *H. J.* his executors, &c. (being part of the ſaid ſum of two thouſand pounds, which I had power to charge thereon as aforeſaid) together with intereſt for the ſame, at the rate of five pounds *per cent. per annum.* **Now know ye**, that I the ſaid *A. B.* (purſuant to, and by force and virtue of the ſaid laſt recited power and authority, and of all and every other power and powers to me in that behalf given and reſerved, or any wiſe enabling me thereunto.) **Do** by this my writing under, &c. atteſted, &c. charge the ſaid term of five hundred years, and the ſaid moiety of the ſaid manors, &c. therein comprized, (ſubject to the payment of the monies by him the ſaid *H. J.* lent and advanced thereon as aforeſaid, and which are yet due and owing) with the payment of the farther ſum of one thouſand two hundred pounds of, &c. (being the reſidue of the ſaid ſum of two thouſand pounds which I had power to charge on the ſaid term of five hundred years, and the ſaid moiety of the ſaid manors, &c. therein comprized as aforeſaid;) **And** I do hereby order, declare, direct and appoint, that the ſaid ſum of one thouſand two hundred pounds ſhall, as ſoon as may be after the deceaſe of the ſurvivor of us the ſaid Sir *B. B.* and me the ſaid dame *A. B.* be raiſed and levied, (ſubject to the monies lent by the ſaid *H. J.* and yet due and owing as aforeſaid) by ſale or mortgage of the ſaid term of five hundred years, and the premiſes therein comprized, or any part thereof, and by the rents and profits of the premiſes in the mean time, and until ſuch ſale, or by any other lawful ways and means, together with intereſt for the ſaid one thouſand two hundred pound after the rate of five pounds *per cent. per annum* from the death of ſuch ſurvivor, until the ſame be fully raiſed and levied. **And** I do further order, declare, direct and appoint, that the ſaid ſum of one thouſand two hundred pounds when raiſed, ſhall be paid unto my two daughters, *M. B.* and *O. B.* for and towards their portions, equally to be divided between them, ſhare and ſhare alike, together with ſuch intereſt for the ſame in the mean time as aforeſaid: **Provided always**, that in caſe either of them my ſaid two daughters laſt named ſhall happen to die unmarried in the life-time of the ſaid Sir *B. B.* and of me the ſaid dame *A. B.* or of the ſurvivor of us, then the ſhare of her ſo dying, ſhall go, remain and be paid unto the ſurvivor of them: **Provided alſo**, that in caſe both of them the ſaid *M.* and *O.* ſhall ſo happen to die unmarried, in the life-time of the ſaid Sir *B. B.* and of me the ſaid dame *A. B.* or of the ſurvivor of us, then the ſaid ſum of one thouſand two hundred pounds ſhall not be received or paid, but ſhall ceaſe, for the benefit of the perſon or perſons to whom the reverſion, freehold and inheritance of the premiſes in the ſaid term of five hundred years, ſhall, for the time being, belong or appertain. **And further know ye**, that I the ſaid dame *A. B.* purſuant to, and by force and virtue of the further power and authority to me given and reſerved in and by the ſaid indenture of releaſe, concerning the diſpoſal of the reverſion or remainder and inheritance of the ſaid moiety of the ſaid manors, &c. thereby limited to the uſe of the ſaid *D. E.* and *E. F.* their heirs and aſſigns, as aforeſaid, and by virtue of all and every other power and powers to me in that behalf given or reſerved, or any wiſe enabling me thereunto, **Do** by this my preſent writing, by me ſigned, ſealed and atteſted as aforeſaid, order, declare, direct and appoint, that the ſaid *E. F.* (my ſurviving truſtee) his heirs and aſſigns, ſhall ſtand and be ſeiſed of the ſaid reverſion or remainder and inheritance of the ſaid moiety or half part of the ſaid manors, &c. expectant upon the ſeveral deceaſes of the ſaid Sir *B. B.* and me the ſaid dame *A. B.* and the ſaid *C. B.* Eſquire. **In truſt** to ſettle, convey and diſpoſe of the ſame moiety or half-part of the ſaid manors, &c. and do and ſhall accordingly ſettle, &c. the ſame, to the uſes following, (that is to ſay) **To the uſe** of my ſaid two daughters, *M. B.* and *O. B.* their, &c. for the term of five hundred years from thence next enſuing, and fully to be complete and ended, without impeachment of waſte; and from and after the end, expiration, or ſooner determination of the ſaid term of five hundred years, **To the uſe** and behoof of my ſaid ſon *C. B.* Eſquire, his heirs and aſſigns for ever; **In** which ſaid ſettlement and conveyance there ſhall be, and I do hereby order, direct and appoint, that there be inſerted and contained a proviſo to the effect following, *viz.* That if the ſaid *C. B.* his heirs, &c. ſhall do, within the ſpace of two years next after the deceaſe of the ſurvivor of the ſaid Sir *B. B.* and me the ſaid *A. B.* well and truly pay, or cauſe, &c. unto my ſaid daughter *M. B.* her executors or adminiſtrators, the ſum of ſix hundred pounds of, &c. and unto my ſaid daughter *O. B.* her, &c. the further ſum of ſix hundred pounds of, &c. over and above what is herein before provided for my ſaid daughters, together with intereſt for the ſame reſpective ſums, after the rate of five pounds *per cent. per annum*, by equal half-yearly payments, in the mean time, from and after the end of one year next after ſuch the deceaſe of the ſurvivor of us the ſaid Sir *B. B.* and me the ſaid dame *A. B.* and until the ſaid two laſt mentioned ſums of ſix hundred pounds and ſix hundred pounds ſhall be reſpectively paid as aforeſaid; then, and in ſuch caſe, and at all times from thenceforth, the ſaid term of five hundred years ſhall ceaſe, determine and be utterly void to all intents and purpoſes; and any thing herein, or in ſuch ſettlements to be contained to the contrary thereof in any wiſe notwithſtanding. *(Proviſo of revocation and new declaration,* ſee Tit. **Proviſoes**.) **In witneſs**, &c.

*(Wood.)*

Recital of conveyance, with power to appoint, &c.

Subſiſting incumbrances.

Appointment charging the premiſes (ſubject to incumbrances) with a further ſum,

to be paid to two daughters, with benefit of ſurvivorſhip.

If both die, the money not to be raiſed.

Appointment of remainder, &c.

In truſt, to ſettle to the uſe of the daughters for a long term, *ſans* waſte, then to the ſon in fee. The ſettlement to contain a proviſo, that if the ſon pays the daughters *M.* and *O.* 600l apiece above what is before provided.

*An Appointment of a Jointure made before Marriage, purſuant to a Power in Marriage Settlement.*

Parties. THIS Indenture made, &c. Between the Right Honourable *J.* Earl of A. in North Britain, Lord Viſcount *S.* and one of her Majeſty's moſt Honourable Privy Council in the kingdom of Ireland, and the Right Honourable *J.* Lord *P.* ſon and heir apparent of the ſaid *J.* Earl of A. of the one

Recitals. part, and *J. P.* of, &c. and *A. P.* eldeſt daughter of the ſaid *J. P.* of the other part: Whereas by indenture *tripartite*, bearing date the, &c. and made, or mentioned to be made, between the Honourable *E. H.* widow, one of the daughters of the Right Honourable *J.* Lord *C.* Baron of T. deceaſed, the relict of *J. H.* Eſquire, deceaſed, the ſaid *J.* Earl of A. (by the name of the Right Honourable *J.* Earl of A. in North Britain, Lord Viſcount *S.* and one of her Majeſty's moſt Honourable Privy Council in the kingdom of Ireland, ſon and heir of the ſaid *J. H.* by the ſaid *E.* the Right Honourable *E.* Counteſs of A. wife to the ſaid *J.* Earl of A. and the ſaid *J. L. P.* of the firſt part, *W. C.* and *A. C.* of the city of D. Eſquires, of the ſecond part, and the Right Honourable *J.* Lord *C.* Baron of T. and *J. F.* of the M. T. L. Eſquire, of the third part, after reciting, as in the ſaid indenture *tripartite* is recited, (among other things) the manors of C. and D. herein after mentioned, and the proportioned lands, tenements and hereditaments herein after particularized, and intended to be hereby limited and appointed, were conveyed and limited to and for ſeveral uſes, intents and purpoſes, and under and ſubject to ſeveral powers and proviſoes in the ſaid indenture *tripartite* particularly mentioned and expreſſed; and in the ſaid indenture *tripartite* is contained a power or proviſo, that it ſhould and might be lawful to and for the ſaid *J.* Earl of A. and the ſaid Lord *P.* during the life-time of the ſaid Earl, and to and for the ſaid *J.* Lord *P.* ſurviving him the ſaid Earl, to limit and appoint either before marriage or after, by any writing or writings, ſigned and ſealed in the preſence of two or more witneſſes, the ſaid manor of C. D. or either of them, or any part of them, to or for the uſe of any ſuch woman or women as the ſaid *J.* Lord *P.* ſhould happen to marry, for the life or lives of ſuch woman or women, for and as a jointure to ſuch women reſpectively; as by the ſaid indenture *tripartite*, (relation being thereunto had) may at large appear: And whereas a marriage, (by the conſent of the ſaid Earl of A. teſtified by his being a party

Conſideration. hereto,) is intended to be ſhortly had and ſolemnized between the ſaid *J.* Lord *P.* and *A. P.* Now this Indenture witneſſeth, That in conſideration of the ſaid intended marriage, and for and in conſideration of the ſum of ten thouſand pounds of lawful, &c. to the ſaid *J.* Earl of A. with the conſent of the ſaid Lord *P.* (teſtified by his being a party to, and ſigning and ſealing of theſe preſents,) in hand paid by the ſaid *J. P.* at or before the ſealing and delivery of theſe preſents, as and for the marriage portion of the ſaid *A. P.* the receipt and payment whereof the ſaid *J.* Earl of A. doth hereby acknowledge, and thereof and of every part thereof doth acquit, releaſe and diſcharge the ſaid *J. P.* his heirs, executors

Appointment. and adminiſtrators, by theſe preſents, They the ſaid *J.* Earl of A. and *J.* Lord *P.* by virtue and in purſuance of the ſaid power to them reſerved by the ſaid indenture *tripartite*, and of all and every other power and powers enabling them, or either of them hereunto, or which is or are any way given, reſerved or belonging to them, or either of them, or is or are now veſted in them, or either of them, have limited and appointed, and by this writing, ſigned and ſealed by them the ſaid *J.* Earl of A. and *J.* Lord

Parcels. *P.* in the preſence of *A. B. C. D.* and *E. T.* credible witneſſes, whoſe names are hereon indorſed, Do, and each of them Doth limit and appoint unto the ſaid *A. P.* All that, &c. and the reverſion and re-

Habendum. verſions, remainder and remainders, rents and profits of the ſaid premiſes; To have and to hold the ſaid manors, proportions, and all and ſingular the premiſes herein before mentioned and intended to be hereby limited and appointed, with their and every of their appurtenances, unto the ſaid *A. P.* from and after the ſolemnization of the ſaid intended marriage, and the death of the ſaid *J.* Lord *P.* her intended huſband, for and during the term of her natural life, for her jointure, and in lieu and bar of all dower, or thirds and title of dower, or thirds, which ſhe ſhall or may have or claim out of any the manors, meſſuages, lands, tenements or hereditaments, whereof the ſaid *J.* Lord *P.* ſhall at any time during the

Covenants. intended coverture between him and the ſaid *A. P.* be ſeiſed of any eſtate of inheritance: And the ſaid *J.* Earl of A. for himſelf, his heirs, executors and adminiſtrators, and the ſaid *J.* Lord *P.* for himſelf, his heirs, executors and adminiſtrators, do for themſelves ſeverally, and each of them doth covenant, grant and agree, to and with the ſaid *J. P.* his heirs, executors and adminiſtrators, by theſe preſents, in manner and form following, *(that is to ſay) (Good right to limit and appoint; and alſo that ſhe the ſaid* A. P. *and her aſſigns, from and after the ſolemnization of the ſaid intended marriage and death of ſaid* J. *Lord* P. *may peaceably enjoy for her life, free from incumbrances.* Vide Tit. Covenants.) In Witneſs, &c.

*(Wood.)*

*Appointment by a Mortgagor and Mortgagee on aſſigning over a Mortgage to Truſtees of the Aſſignee or new Mortgagee, that they ſhall ſtand ſeiſed of the Premiſes mortgaged, in Truſt for the Aſſignee or new Mortgagee for the better ſecuring the Mortgage Money,* &c.

Recitals. Mortgage. Aſſignment. The appointment. THIS Indenture of four parts, made, &c. Between *J. W.* of, &c. of the firſt part, *T. M.* of, &c. of the ſecond part, *C. H.* of, &c. *W. F.* of, &c. *R. B.* of, &c. and *A. H.* of, &c. of the third part, and *H. P.* of, &c. of the fourth part. Whereas, &c. *(Recitals of a mortgage from the ſaid* J. W. *to the ſaid* T. M. *and an aſſignment thereof, in conſideration of the firſt mortgage being paid off, and of a further ſum lent by the aſſignee, which was defeaſible on repayment of,* &c. *therein mentioned:)* Now this Indenture witneſſeth, That the ſaid *T. M.* in conſideration that he is fully paid and ſatisfied his ſaid debt, and all intereſt due for the ſame, in manner as in the ſaid laſt recited indenture is expreſſed; and the ſaid *J. W.* party hereto, for the better ſecuring and more ſure payment of the ſaid ſeveral ſums of money to the ſaid *C. H. W. F. R. B.* and *A. H.* reſpectively, with intereſt for the ſame, in ſuch manner as in the ſaid proviſo in the ſaid laſt recited indenture contained is mentioned and expreſſed, he the ſaid *T. M.*

*T. M.* and the ſaid *J. W.* parties hereto, **Have**, and either of them **Hath** directed and appointed, and by, *&c.* **Do**, and either of them **Doth**, *&c.* that the ſaid *H. P.* and *P. M.* their heirs and aſſigns, ſhall from henceforth for ever ſtand ſeiſed and poſſeſſed of and intereſted in **All** and ſingular the ſaid meſſuages, *&c.* in the ſaid firſt above recited indenture contained, **In Truſt** for the ſaid *C. H. W. F. R. B.* and *A. H.* their, *&c.* and ſubject to the proviſo or condition in the ſaid laſt recited indenture contained. *(Covenant that* T. M. *has done no act of incumbrance.* See Tit. **Covenants.)** **In Witneſs**, *&c.* Premiſes.

## An Appointment, *being an Execution of a Power reſerved to a Feme Covert to declare and limit the Uſes of Manors*, &c. *She reſerves a Power of Revocation*, &c.

**KNOW all Men** by theſe preſents, That I *Anne Aſton*, wife of *John Aſton* the younger, of the pariſh of St. Martin in the Fields in the county of Middleſex, Eſquire, **In Purſuance**, and by virtue of the power and authority to me reſerved, and contained in and by one indenture of releaſe, bearing date the twelfth day of this inſtant month of May, and made, or mentioned to be made between *Benjamin Barnes* of Bitton in the county of Bucks, Eſquire, and *Clara* his wife, one of the daughters of Dame *Diana Dunn* widow, deceaſed, who was the heir and deviſee of *Edward Ems* late of Egar in the county of Eſſex, Eſquire, deceaſed, and the ſaid *John Aſton* and me the ſaid *Anne Aſton* his wife, the other daughter of the ſaid Dame *Diana Dunn* of the one part, and Sir *Felix Field* of Fidham in the county of Flint, Baronet, and *John Aſton* the elder of Aſhfield in the county of Glouceſter, Eſquire, of the other part, and by virtue of all and every other power and powers, authority and authorities any wiſe enabling me thereunto, **Do** (by this preſent deed or writing by me ſigned, ſealed, and duly executed in the preſence of three credible perſons whoſe names are indorſed on theſe preſents as witneſſes thereto,) direct, limit and appoint, **All** and every the manors, meſſuages, lands, tenements, woods, tithes and hereditaments (which in and by the ſaid indenture of releaſe were allotted, limited, appointed or conveyed, or mentioned or intended to be allotted, limited, appointed or conveyed, to the uſe of the ſaid *John Aſton* the younger and myſelf for our lives, and the life of the longer liver of us, in manner therein mentioned with their appurtenances) **Unto**, and for ſuch uſes, eſtates, intents and purpoſes, and under and ſubject to ſuch proviſoes as are herein after mentioned and expreſſed of and concerning the ſame; *(that is to ſay)* from and after the deceaſe of the longer liver of us the ſaid *John Aſton* the younger and myſelf, **To the Uſe and Behoof** of the firſt ſon of my body by the ſaid *John Aſton* the younger lawfully begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; **And** for default of ſuch iſſue, **Then to the Uſe and Behoof** of the ſecond, third, fourth, fifth, ſixth, and ſeventh, and of all and every other the ſon and ſons of my body by the ſaid *John Aſton* the younger lawfully begotten or to be begotten, ſeverally, ſucceſſively, and in remainder one after another, as they and every of them ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; the elder of ſuch ſons, and the heirs male of his body iſſuing, always to be preferred and to take before the younger of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing; **And** for default of ſuch iſſue, then to the uſe and behoof of all and every the daughter and daughters of my body by the ſaid *John Aſton* the younger lawfully begotten or to be begotten, to be equally divided amongſt them (if more than one) ſhare and ſhare alike as tenants in common, and not as joint-tenants, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch daughter and daughters lawfully iſſuing: **And in caſe** one or more of ſuch daughters ſhall happen to die without iſſue of her or their body or bodies, then as to the ſhare or ſhares of her or them ſo dying without iſſue, to the uſe and behoof of the ſurvivors or ſurvivor, or other or others of them, ſhare and ſhare alike as tenants in common, and not as joint-tenants, and of the ſeveral and reſpective heirs of the body and bodies of ſuch ſurvivors or ſurvivor, or others or other of them; **And in Caſe** all ſuch daughters but one ſhall happen to die without iſſue of their bodies, or if there ſhall be but one ſuch daughter, **Then to the Uſe and Behoof** of ſuch ſurviving or only daughter, and of the heirs of her body lawfully iſſuing; **And** for default of all ſuch iſſue, **Then to the Uſe and Behoof** of the heirs of my body by the ſaid *John Aſton* the younger lawfully begotten or to be begotten; **And** for default of all ſuch iſſue, **Then to the Uſe and Behoof** of the ſaid *John Aſton* the younger, and of his heirs and aſſigns for ever, and to and for no other uſes, intents and purpoſes whatſoever. **Provided always nevertheleſs**, and it is the true intent and meaning of theſe preſents, that it ſhall and may be lawful for me the ſaid *Anne Aſton*, at any time or times hereafter, at my own free will and pleaſure, notwithſtanding my coverture, and whether I ſhall be ſole or married, by any writing or writings under my hand and ſeal, or by my laſt will and teſtament in writing, or any writing purporting my laſt will and teſtament, to be by me ſigned, ſealed and executed reſpectively in the preſence of three or more credible witneſſes, to revoke, alter or make void theſe preſents, and all and every or any the uſe or uſes, eſtate or eſtates, matters and things herein or hereby appointed, limited, directed or contained of or concerning the manors, meſſuages, lands, tenements, tithes and hereditaments, or any part or parcel thereof; and by the ſame writing or writings, or by any other writing or writings to be by me ſigned, ſealed and atteſted as aforeſaid, to limit, declare or appoint, any new or other uſe or uſes, eſtate or eſtates, truſt or truſts, power or powers of or concerning the ſame manors, meſſuages, lands, tenements, tithes and hereditaments, or any part thereof, and ſo from time to time and as often as I ſhall think fit; any thing before contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs** whereof I the ſaid *Anne Aſton* have hereunto ſet my hand and ſeal this twenty-fifth day of May in the nineteenth year, *&c.* and in the year of our Lord 1779.

*(Newnam.)*

The feme covert, in purſuance of the power reſerved by a deed,

and of all other powers

directs, *&c.* certain manors, *&c.*

after the death of huſband and wife, to the uſe of firſt and other ſons of the marriage ſucceſſively in tail male,

Remainder to the daughters as tenants in common in tail general,

With croſs remainders to the heirs of her body by this huſband,

Remainder to the huſband in fee.

A power of revocation reſerved, *&c.*

*Appointment by a Widow of an Eſtate to one of her Sons, purſuant to ſeveral Powers in Deeds and the Will of her deceaſed Huſband.*

Recitals of a deed whereby lands are veſted in truſtees for a term of years, for ſecuring annuities. An additional jointure. Debts, legacies and portions for younger children.

To all to whom theſe preſents ſhall come, dame *M. R.* of, *&c.* (widow and relict of Sir *R. R.* late of, *&c.* Baronet deceaſed) ſendeth greeting. Whereas by indenture of five parts bearing date, *&c.* and made, *&c.* Between the ſaid *R. R.* dame *M.* his wife, of the firſt part, Sir *W. J.* of, *&c.* Baronet of the ſecond part, the Honourable *J. B.* of, *&c.* Eſq; and *R. W.* of, *&c.* Eſq; of the third part, *W. V.* of, *&c.* Gent. and *F. L.* of, *&c.* Gent. of the fourth part, and the Honourable *R. B.* of, *&c.* Eſq; and *G. B.* of, *&c.* Eſq; of the fifth part; the ſaid Sir *R. R.* as well for the better ſecuring two annual ſums of two hundred pounds and three hundred pounds amounting to five hundred pounds the additional jointure of the ſaid dame *M. R.* and for raiſing money for payment of the ſum of four thouſand pounds due on mortgage from the ſaid Sir *R. R.* and all other his juſt debts, legacies and portions for his younger children, as alſo for enabling the ſaid dame *M. R.* to diſpoſe of the premiſes therein after mentioned, and by virtue of the fines therein covenanted and ſince duly levied, All thoſe his manors, *&c.* whatſoever of the ſaid Sir *R. R.* by whatſoever name or names called or known, ſituate, *&c.* and the reverſion, *&c.* of the ſaid Sir *R. R.* are limited in uſe to the ſaid *J. B.* and *R. W.* for two thouſand years, commencing from the deceaſe of the ſaid Sir *R. R.* for raiſing money to pay all his debts, legacies and childrens portions; and after the determination of the ſaid term, To the ſaid *R. B.* and *G. B.* and their heirs, *upon truſt*, to pay the rents, iſſues and profits of the ſaid manors, *&c.* or to convey the ſame to ſuch perſon and perſons, and for ſuch uſe and uſes, and ſuch eſtate and eſtates, as the ſaid Sir *R. R.* ſhould appoint; *and* in caſe the ſaid dame *M. R.* ſhould ſurvive him, then upon truſt, that they the ſaid *R. B.* and *G. B.* and the ſurvivor of them, his heirs and aſſigns, ſhould convey the ſaid manors, *&c. Subject* to the precedent charges and appointment, to ſuch of his ſons and for ſuch eſtate and eſtates as his wife, the ſaid dame *M. R.* ſhould appoint; *In which* ſaid indenture is a power reſerved to the ſaid Sir *R. R.* to revoke all the uſes and eſtates in the ſame indenture mentioned, and to limit new uſes as by the ſame indenture and fines may more fully appear: And whereas the ſaid Sir *R. R.* having determined that after his deceaſe the ſaid dame *M. R.* in caſe ſhe ſhould ſurvive the ſaid Sir *R. R.* ſhould have all his eſtate for her life, without impeachment of waſte; and that the ſaid dame *M. R.* ſhould have full and abſolute power to give and diſpoſe of the ſaid manors, *&c.* to ſuch of the ſons of the ſaid Sir *R. R.* as ſhe ſhould think fit; did to that end by deed indented, bearing date *&c.* revoke the uſes limited to the ſaid *R. B.* and *G. B.* and their heirs, by the ſaid indenture of five parts, and did limit the ſaid manors, *&c.* to ſuch perſon or perſons, and for ſuch eſtate and eſtates, and for raiſing ſuch annual ſums of money or ſums in groſs, as the ſaid Sir *R. R.* ſhould by deed or will direct or appoint, and for want of ſuch direction and appointment and ſubject thereunto, to the uſe of the ſaid dame *M. R.* and her aſſigns, for and during the term of her natural life, without impeachment of waſte, and with full and free liberty to commit waſte at her will and pleaſure; and from and after the deceaſe of the ſaid dame *M. R.* to the uſe of ſuch of the ſons of the ſaid *R. R.* on the body of the ſaid dame *M. R.* begotten, and for ſuch eſtate and eſtates, and chargeable with ſuch annual ſum or ſums in groſs, as the ſaid dame *M. R.* by any deed or deeds in writing, or laſt will and teſtament in writing atteſted by two or more credible witneſſes, ſhould direct or appoint; and for want of ſuch direction or appointment and ſubject thereunto, to the uſe of his own right heirs, as by the ſaid deed indented more at large may appear: And whereas the ſaid Sir *R. R.* in and by his laſt will and teſtament in writing duly executed and atteſted, bearing date, *&c.* reciting in part the herein before recited indentures, *did* deviſe and confirm, direct and appoint, All his manors, *&c. Subject* to the payment of his debts, legacies and precedent charges thereon, to his ſaid wife dame *M. R.* during the term of her natural life, without impeachment of waſte, and gave her full power and liberty to commit waſte, and did thereby alſo confirm the power given to his ſaid wife to diſpoſe of all his manors, *&c.* to ſuch of their ſons, and for ſuch eſtate and eſtates as ſhe ſhould think fit, as in and by the ſaid in part recited will, whereunto relation being had, may more fully and at large appear: And whereas the ſaid Sir *R. R.* ſometime after making his ſaid recited will, departed this life, without altering or revoking the ſame or any part thereof, and without altering, changing, revoking, or any otherwiſe making void or voidable all or any the uſe or uſes, truſt or truſts, limited and directed, deviſed and confirmed in and by the ſaid recited indentures and will then as before recited, to have been by him made by the ſaid recited deed indented, dated the, *&c.* Now theſe Preſents witneſs, that for and in conſideration of the ſum of ten pounds of, *&c.* to her the ſaid dame *M. R.* in hand well and truly paid by *D. R.* of, *&c.* Eſquire (one of the ſons of the ſaid Sir *R. R.* on the body of the ſaid dame *M. R.* begotten) at or before the ſealing and delivery of theſe preſents, the receipt, *&c.* and alſo for and in conſideration of the natural love and affection which ſhe the ſaid dame *M. R.* hath and beareth unto her ſaid ſon *D. R.* and by virtue and in purſuance of the powers in the ſaid recited indentures and will contained, and of all other powers enabling her in this behalf, ſhe the ſaid dame *M. R.* Doth think fit, and by this her deed in writing atteſted by the two credible witneſſes whoſe names are hereon indorſed as witneſſes thereto, Hath given, diſpoſed, limited and appointed, and by this her deed in writing, atteſted as aforeſaid, Doth give, *&c.* unto the ſaid *D. R.* his heirs and aſſigns, All that, *&c.* To have and to hold the ſaid meſſuage or tenement, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby limited and appointed, with the appurtenances unto the ſaid *D. R.* his heirs and aſſigns, To the Uſe and behoof of the ſaid *D. R.* his heirs and aſſigns for ever. In witneſs, &c.

After that eſtate, in truſt to receive the rents, &c. or to convey the lands as Sir *R. R.* ſhould appoint, and if dame *M. R.* ſurvived him, then to convey them, ſubject to the precedent charges and appointments as ſhe ſhould appoint. Power for Sir *R. R.* to revoke the uſes in the ſaid deed, and limit new ones. Revocation and new limitation to Truſtees to ſuch uſes as he ſhould appoint.

Sir *R. R.*'s appointment by will, giving (*inter al.*) power to his wife to make appointment of his eſtate.

Sir *R. R.*'s death.

Dame *M. R.*'s appointment.

*(Wilbraham.)*

*Appointment by a Wife to the Heir and Executor of a Truſtee, in Truſt, after her Deceaſe, to the Uſe of her Huſband, (whom ſhe married by Conſent, purſuant to her Mother's Will,) of Land and South-Sea Stock and Annuities.*

TO all to whom, &c. I *E. G.* wife of *D. G.* of, *&c.* ſend greeting. Whereas *M. S.* widow, deceaſed, late mother of the ſaid *E. G.* did in and by her laſt will, *&c.* bearing date, *&c.* give, deviſe and bequeath, *All* that land, *&c.* which ſhe had then lately purchaſed of *M. P.* as alſo all the reſt and reſidue of her perſonal eſtate, of what nature or kind ſoever, after her juſt debts, *&c.* ſhould be thereout paid and diſcharged, unto *T. P.* of, *&c.* and *W. W.* of, *&c.* and their heirs, and the ſurvivor of them and his heirs, *In truſt* for the ſaid *E. G.* then *E. S.* for and during the term of her natural life, whether ſhe ſhould continue ſole or be married; and the ſaid *M. S.* thereby willed, That the ſaid truſtees, after the deduction of their neceſſary expences and charges in the execution of the ſaid truſt, ſhould pay the reſidue of the ſaid rents, and of the produce and intereſt of the ſaid perſonal eſtate to her ſaid daughter *E.*'s own hands, for and during the term of her natural life, for her own proper and ſeparate uſe, whether ſhe ſhould continue ſole or be married, and from and after her deceaſe, *In truſt* for the heirs of the body of her ſaid daughter *E.* lawfully begotten or to be begotten; and in caſe of failure of ſuch heirs of her body, then *In truſt* for ſuch perſon or perſons as her ſaid daughter *E.* by her laſt will in writing, or by any deed duly executed, ſhould direct and appoint, whether ſhe ſhould continue ſole or be married; and of her ſaid laſt will and teſtament did make the ſaid *E.* ſole executrix: And whereas the ſaid *M. S.* by a codicil in writing, bearing date, *&c.* and annexed to her ſaid will, thereby (amongſt other things) taking notice of the ſaid deviſe and bequeſt of her real and perſonal eſtate made unto the ſaid *T. P.* and *W. W.* *In truſt* for her ſaid daughter *E.* as aforeſaid, ſhe the ſaid *M. S.* did by her ſaid codicil will, That the ſaid truſt ſhould continue as long as ſhe the ſaid *E.* ſhould remain ſole and unmarried; *But* if ſhe ſhould be married to any man without the conſent and approbation of one of her ſaid truſtees, then the ſaid *M. S.* did thereby revoke and make void the truſt by her ſaid will in them repoſed, which was intended for the benefit during her natural life, and did thereby will, That the truſt for her benefit ſhould ceaſe and determine, and that ſhe ſhould not receive any benefit or advantage from the produce of her real eſtate or the intereſt of her perſonal eſtate, during her life; but the ſaid land, and the produce thereof, and the reſidue of her perſonal eſtate, and the intereſt thereof, ſhould be in the truſtees, *In truſt* as in the ſaid will is mentioned, from and after her ſaid daughter's deceaſe; but if her ſaid daughter ſhould be married with the conſent and approbation of either of the ſaid truſtees, then the truſt that in them is repoſed by her ſaid will for her benefit, ſhould remain in full force, any thing in the ſaid codicil contained to the contrary thereof in any wiſe notwithſtanding, as in and by the ſaid will and codicil, relation, *&c.* And whereas the ſaid *M. S.* ſoon after departed this life, without altering or revoking the ſaid will and codicil, or either of them; and ſome time after her deceaſe the ſaid *E. G.* did renounce the burthen of the execution of the ſaid will, and thereupon letters of adminiſtration of the ſaid will and codicil annexed were duly granted unto the ſaid *T. P.* And whereas the ſaid *E. G.* did comply with her ſaid mother's directions in the ſaid codicil, and married the ſaid *D. G.* with the conſent and approbation of both the ſaid truſtees, who teſtified ſuch their conſent and approbation by being made parties to and executing the ſettlements which were made on her marriage with the ſaid *D. G.* in and by which ſettlements, or one of them, the aforeſaid truſtees confirmed: And whereas the ſaid *W. W.* departed this life in the life-time of the ſaid *T. P.* and the ſaid *T. P.* is likewiſe ſince dead, having before his death made his laſt will and teſtament in writing, and thereof appointed *M. P.* his widow his executrix: And whereas there is now ſtanding in the name of the ſaid *T. P.* in the South-Sea company in South-Sea ſtock and South-Sea annuity ſtock, the ſum of one thouſand ſix hundred pounds or thereabouts, which, together with the ſaid ten acres of land at H. aforeſaid, are in the power of the ſaid *L. G.* to diſpoſe of, in caſe of failure of heirs of her body: Now theſe Preſents witneſs, That in conſideration of the great love and affection which ſhe the ſaid *E. G.* hath and beareth to and for the ſaid *D. G.* her huſband, and in purſuance of the power and authority given to the ſaid *E. G.* in and by the ſaid will of the ſaid *M. S.* deceaſed, as aforeſaid, or of any other power or powers whatſoever, any ways veſted in or belonging to the ſaid *E. G.* ſhe the ſaid *E. G.* Hath directed and appointed, and by this preſent deed duly executed under her hand and ſeal, Doth direct and appoint, That from and after the deceaſe of her the ſaid *E. G.* without heirs of her body lawfully begotten, the heir at law of the ſaid *T. P.* or ſuch other perſon or perſons in whom the truſt of the ſaid ten acres of land at H. aforeſaid ſhall appear to have been legally veſted, their reſpective heirs and aſſigns, ſhall ſtand ſeiſed of the ſaid ten acres of land and premiſes in the pariſh of H. aforeſaid, and of all other the lands and hereditaments of her the ſaid *E. G.* whereof ſhe hath or ſhall have any power or diſpoſal by virtue of the ſaid will of the ſaid *M. S.* deceaſed. In truſt for the ſaid *D. G.* his heirs and aſſigns for ever. And theſe Preſents further witneſs, That for the conſideration aforeſaid, and in further purſuance of the ſaid power and authority given to her the ſaid *E. G.* in and by the ſaid will of the ſaid *M. S.* as aforeſaid, or of any other power or powers whatſoever any ways veſted in or belonging to her the ſaid *E. G.* ſhe the ſaid *E. G.* Hath directed and appointed, and by this preſent deed duly executed, as aforeſaid, Doth direct and appoint, That from and after the deceaſe of the ſaid *E. G.* without heirs of her body lawfully begotten, the ſaid *M. P.* or ſuch other perſon or perſons, in whom the truſt of the ſaid South-Sea ſtock and South-Sea annuity ſtock, and the dividends and produce thereof, and of all other the monies, goods, chattels and perſonal eſtate whatſoever, whereof the ſaid *E. G.* hath or ſhall have any power or diſpoſal as aforeſaid, ſhall appear to be legally veſted by virtue of the truſts aforeſaid, their reſpective executors and adminiſtrators, ſhall ſtand poſſeſſed of the ſaid ſum of one thouſand ſix hundred pounds or thereabouts, reveſted in South-Sea ſtock and South-ſea annuity ſtock, and the dividends and produce thereof, and of and in all other the monies, goods, chattels and perſonal eſtate whatſoever, whereof ſhe the ſaid *E. G.* hath or ſhall have any power of diſpoſal, as aforeſaid, In truſt for the ſaid *D. G.* his executors, adminiſtrators and aſſigns. In Witneſs, &c.

Recital of *M. S.*'s will.

Codicil.

Death.
*E. G.* renouncing the executorſhip.
Letters of adminiſtration *cum teſtamento annexo* granted to *T. P.*
*E. G.*'s marriage by conſent of truſtees.
Truſtees dead.
*M. P.* executrix of *T. P. S. S.*
ſtock and land in the power of *E. G.* to diſpoſe of *E. G.*'s appointment, that after her deceaſe without heirs of her body, the heirs of the ſurviving truſtees ſhall ſtand ſeiſed of land in truſt for her huſband.
And that *M. P.* ſhall ſtand poſſeſſed of *S. S.* ſtock, &c. in truſt for her huſband.

*Appointment*

*Appointment by a Feme Covert, of a Moiety of a Reverſion of a Copyhold Eſtate, after the Death of her Siſter, the other Coheireſs, for the uſe of her Huſband.*

TO all to whom theſe preſents ſhall come, *Elizabeth Ely*, wife of *James Ely*, of, &c. (late *Elizabeth Burt*, ſpinſter, one of the daughters and coheirs of *William Burt*, deceaſed) *ſendeth greeting.* Whereas at a general court-leet and court-baron holden for the manor of Ham, in the county of Eſſex, on Monday the 19th day of June, 1764, the ſaid *James Ely* and the ſaid *Elizabeth Ely* his wife, *did* in open court duly ſurrender into the hands of the Lord of the Manor, according to the cuſtom thereof, All that the reverſion of her the ſaid *Elizabeth* (expectant on the death of *Ann*, the now wife of *Thomas Jay*, Gentleman, lately called *Ann Burt*) of one moiety or half-part undivided of and in All that meſſuage or tenement called or known by the name of, &c. all which premiſes were then in the poſſeſſion of, &c. *To the ſeveral uſes*, intents and purpoſes herein after mentioned and expreſſed, *viz. To the uſe* and behoof of the ſaid *Elizabeth* for and during her natural life; and from and after her deceaſe, *To the uſe* and behoof of the ſaid *James Ely* for and during his natural life; and from and after the deceaſe of the ſaid *James Ely* and *Elizabeth* his wife, and the ſurvivor of them, *To the uſe* of the heirs of the bodies of them the ſaid *James Ely* and *Elizabeth* his wife, lawfully to be begotten; and for default of ſuch iſſue, *To ſuch perſon* and perſons, and for ſuch eſtate and eſtates, uſes, intents and purpoſes, and upon and under ſuch powers and agreements, as ſhe the ſaid *Elizabeth* (whether covert or ſole, and notwithſtanding her coverture) ſhould by any deed or deeds, or writing or writings, under her hand and ſeal, atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or other writing in nature thereof, atteſted by three or more credible witneſſes, limit, declare, deviſe or appoint; And for want of ſuch limitation, declaration, deviſe or appointment, *To the uſe* and behoof of the right heirs of the ſaid *Elizabeth Ely* for ever. And the ſaid *Elizabeth Ely* was then at the ſaid court admitted to the ſaid reverſion (expectant as aforeſaid) of the ſaid moiety or half-part of the ſaid premiſes, To hold for and during her natural life, according to the ſame ſurrender, as in and by the court-rolls of the ſaid manor will and may more fully appear: Now know ye, That the ſaid *Elizabeth Ely*, for and in conſideration of the love and affection which ſhe hath for and beareth to the ſaid *James Ely* her huſband, and in conſideration of the tender care and affection which the ſaid *James Ely* hath had and ſhewn for the ſaid *Elizabeth* his wife, and for divers other good cauſes and conſiderations her the ſaid *Elizabeth Ely* hereunto eſpecially moving, ſhe the ſaid *Elizabeth Ely* according to the power reſerved and contained in the ſaid recited ſurrender, and by virtue thereof and according to all and every the power and powers which the ſaid *Elizabeth Ely* hath in this behalf, or which to her *doth* or may in any wiſe belong, and in purſuance and execution thereof, hath by this preſent deed or writing, under her hand and ſeal, atteſted by two or more credible witneſſes, limited, declared, directed and appointed, And by theſe preſents ſhe the ſaid *Elizabeth Ely* doth limit, declare, direct and appoint the reverſion and inheritance (expectant on the ſeveral deceaſes of the ſaid *Ann Jay*, *Elizabeth Ely* and *James Ely*, and on failure of iſſue of the bodies of them the ſaid *James Ely*, and *Elizabeth* his wife) of the aforeſaid moiety or half-part of and in the ſaid meſſuage or tenement, lands, hereditaments and premiſes herein before mentioned, and every part and parcel thereof, with their and every of their appurtenances; And alſo all the eſtate, &c. of her the ſaid *Elizabeth* expectant as herein before is laſt mentioned) in and to the ſame moiety of the ſame premiſes; Unto and to the uſe of *Thomas Burt*, of, &c. Gentleman, his heirs and aſſigns for ever; In truſt nevertheleſs to and for the only proper uſe and behoof of the ſaid *James Ely*, his heirs and aſſigns for ever. Provided always nevertheleſs, That it ſhall and may be lawful to and for the ſaid *Elizabeth Ely* at any time during her natural life, (whether covert or ſole, and notwithſtanding her coverture,) by any deed or writing under her hand and ſeal, atteſted by two or more credible witneſſes, or by her laſt will and teſtament, or other writing in the nature thereof, atteſted by three or more credible witneſſes, To alter, change, revoke, null and make void the ſaid uſe and uſes, eſtate and eſtates hereby limited or created, of and in the ſaid reverſion of the ſaid moiety of the ſaid meſſuage, lands and premiſes or any part thereof; and thereof and of any part thereof, by the ſame deed or writing, or by ſuch laſt will and teſtament, or in writing in the nature thereof, atteſted as aforeſaid, to create, limit, appoint or declare any other uſe or uſes, eſtate or eſtates, truſt or truſts of and in the ſame premiſes and every or any part thereof, in ſuch ſort, manner and form as the ſaid *Elizabeth Ely*, ſhall think fit and convenient. In witneſs, &c.

Recital of a ſurrender to uſes,

and admittance.

Conſideration.

Limitation.

Power of revocation.

(*Ryder.*)

*Appointment to pay Debts and Annuities and other Monies out of Lands to younger Children, and to convey the Lands to the eldeſt Son, when of Age.*

TO all to whom, &c. I *A.* of, &c. ſend greeting. Whereas by indenture *tripartite* of releaſe, bearing date, &c. made, &c. Between me the ſaid *A.* of the firſt part, *B.* of, &c. (now my wife) of the ſecond part, and *C.* and *D.* of, &c. (*truſtees*) of the third part; *Whereby* (after reciting therein a marriage then intended and ſince ſolemnized between me the ſaid *A.* and the ſaid *B.* and for ſeveral conſiderations therein expreſſed, the ſeveral manors, &c. ſituate, &c. and therein particularly mentioned *cum pertinentiis* were by me the ſaid *A.* granted and releaſed to the uſe of them the ſaid *C.* and *D.* and their heirs, to the ſeveral uſes, truſts, intents and purpoſes therein and herein after mentioned, *To wit*, to the uſe of me the ſaid *A.* &c. and for default of ſuch iſſue, or in caſe of ſuch iſſue, and they ſhould all happen to die before his, her or their age or ages of twenty-one years, without leaving iſſue of his, her or their bodies lawfully begotten, then to the uſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, either in fee-ſimple, fee-tail, or for life, lives or years, charged and chargeable with ſuch rent-charges, annual and other payments and things, and with ſuch ſum and ſums of money in groſs, and other payments whatſoever for ſuch life or lives, and in ſuch manner as he the ſaid *A.* either by any writing or writings, to be by him ſealed and ſubſcribed in the preſence of three or more credible witneſſes, or by his laſt will and teſtament in writing, to be by him ſigned and publiſhed in the preſence of three

Recital of a ſettlement to the uſe of *A.* &c.

Afterwards to ſuch uſes as *A.* ſhall appoint.

three or more credible witneſſes as aforeſaid, ſhould at any time direct, limit and appoint, as in and by the ſaid in part recited indenture of releaſe, &c. Now know ye, that I the ſaid *A.* for divers good and valuable conſiderations, &c. by virtue and in purſuance of the aforeſaid power to me reſerved in and by the ſaid recited indenture, and &c. Do hereby direct, limit and appoint, that as well all and ſingular the ſaid ſeveral manors, &c. comprized in and by the ſaid indenture granted and releaſed, as alſo all and every ſuch other manor, &c. whereof or wherein I ſhall at any time hereafter be any ways ſeiſed or poſſeſſed of during the coverture between myſelf and the ſaid *B.* my wife, ſhall from and after the ſeveral deceaſes of me and the ſaid *B.* my wife, without ſuch iſſue as aforeſaid, or in caſe that any between us ſhall then be living, from and after the death of ſuch iſſue as aforeſaid, (if any, without iſſue as aforeſaid,) ſtand charged and chargeable in the firſt place, to and with payment of ſo much of my debts as I now owe, or which I ſhall at the time of my death juſtly owe, as my perſonal eſtate which I ſhall leave at the time of my death ſhall fall ſhort to pay; and ſubject thereunto, I do hereby (out of kindneſs to my two daughters which I had by *E.* my late wife, although they have forfeited the ſame) further direct, limit and appoint that from and after the deceaſe of myſelf, and of the ſaid *B.* my now wife as aforeſaid, that they the ſaid *C.* and *D.* and the ſurvivor of them and his heirs, ſhall ſtand ſeiſed of the reverſion of all and ſingular the ſaid manor, meſſuage, land, tenements, hereditaments and premiſes, with the appurtenances, upon the ſeveral truſts, intents and purpoſes herein after mentioned and expreſſed, of and concerning the ſame, *viz.* upon the ſeveral truſts, that they my truſtees the ſaid *C.* and *D.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall and do, by, with and out of the rents, iſſues and profits of the ſaid premiſes, twice in every year between Lady-day and Midſummer, and between Michaelmas and Chriſtmas, for and during the term of the natural life of my daughter *H. M.* (now wife of *B. B.* notwithſtanding ſhe married him without my conſent) pay to the hands and ſeparate uſe of her the ſaid *H. M.* for and towards the better maintenance and proviſion of herſelf and child or children ſhe now hath or may have, the annual or yearly ſum of forty pounds of, &c. and with which her ſaid huſband is not to intermeddle, and that her receipts and diſcharges ſhall from time to time be good and ſufficient diſcharges to my ſaid truſtees or either of them for the ſame, (*An annuity of twenty pounds to his daughter* S. W. *wife of* H. W. *payable in like manner*); And alſo upon further truſt, that my ſaid truſtees, after the death of my ſaid daughter *S. W.* ſhall and do from thenceforth during the ſpace of ſix years, by and out of the rents and profits of the ſaid premiſes, reſerve and pay the annual ſum of twenty pounds to ſuch daughter or daughters of the ſaid *S. W.* as ſhall then be living, to be equally divided between them, if more than one; And upon further truſt, in caſe ſuch daughter or daughters ſhall live to her or their age of twenty-one years, that then the ſaid truſtees ſhall by and out of the rents, &c. raiſe and pay to ſuch daughter or daughters the principal ſum of ———, the ſame to be equally divided if more than one; And upon further truſt, that they the ſaid truſtees, by and out of the rents and profits of the ſaid premiſes, paid to the ſeveral perſons in the ſchedule hereunto annexed, the ſeveral ſums of money therein particularly mentioned, within, &c. And I do hereby further direct and appoint, that they the ſaid truſtees ſhall and do twice in every year, after the death of the ſurvivor of me and my ſaid wife, account for and pay the reſidue of the rents, iſſues and profits of the ſaid premiſes into the hands of ———, to and for the uſe of ſuch ſon or ſons which my ſaid daughter *S.* ſhall happen to have, and ſhall be living at the time of the death of the ſurvivor of myſelf and of my ſaid wife, if more than one, equally between them, for the maintenance of ſuch ſon or ſons, until one of them attain the full age of twenty-one years; And upon further truſt, that they the ſaid truſtees ſhall and do within ſix months next after ſuch ſon ſhall attain his full age of twenty-one years, upon requeſt, and at the coſts and charges of ſuch ſon ſo coming to his full age, well and ſufficiently convey and aſſure to him and the heirs of his body lawfully to be begotten, or to whom he or they ſhall appoint, the ſaid manors, &c. freed and diſcharged from all incumbrances done by them or either of them, as by counſel in that behalf ſhall be reaſonably adviſed and required; and in default of ſuch iſſue, or in caſe the ſaid *S.* ſhall have no ſon who ſhall live to the age of twenty-one years, or in caſe the iſſue male of ſuch ſon or ſons ſhall all happen to die before his or their age of twenty-one years; then, and in any of the ſaid caſes, I do hereby direct, limit and appoint, that the ſaid truſtees and the ſurvivor, &c. ſhall and do at the requeſt, coſts and charges of my daughter-in-law *M. B.* now wife of *E. B.* well and ſufficiently convey and aſſure the ſaid manors, &c. freed, &c. to ſuch eldeſt ſon of my ſaid daughter-in-law as ſhall be then living, and to his heirs and aſſigns for ever, as counſel, &c. In witneſs, &c.

Conſideration.

Power, &c.

Charge.

Firſt to pay all ſuch debts as perſonal eſtate ſhall fall ſhort, &c.

Then truſtees to ſtand ſeiſed, &c. upon the truſts following, *viz.*

To pay an annual ſum to his eldeſt daughter, excluſive of her huſband, &c.

The like to the ſecond daughter.

To pay reſidue of rents for the maintenance of his ſecond daughter's ſon until 21.

Truſtees to account, &c.

After 21 to convey premiſes to ſuch eldeſt ſon and his heirs male, &c.

If no ſuch ſon, or if ſuch, and no iſſue male of his body, &c. then to convey premiſes to the eldeſt of his daughters in-law in fee.

## An Appointment *of Wood-grounds by Way of Settlement to increaſe the Wife's Jointure; the Huſband being Tenant for Life under a Will, with Power to make a Jointure in Proportion to his Wife's Portion, and having before made a Jointure anſwerable to Part of the Portion.*

THIS Indenture Tripartite, made the twenty-third day of June, in the nineteenth year of the reign, &c. and in the year of our Lord 1779, Between *Anthony Arnold* of Amton in the county of Berks, Eſquire, of the firſt part, *Cecilia Arnold* wife of the ſaid *Anthony Arnold* of the ſecond part, and *Daniel Dent* of London, Eſquire, and *Ezekiel Evans* of London, Eſquire, of the third part. Whereas *Francis Arnold* late of Amton aforeſaid, Eſquire, deceaſed, did in and by his laſt will and teſtament in writing, bearing date on or about the fourteenth day of June, which was in the year of our Lord 1762, give and deviſe unto the ſaid *Anthony Arnold* by the name of his nephew *Anthony Hunt*, eldeſt ſon of his ſiſter Mrs. *Jane Hunt*, All that his manor of Amton with the appurtenances, in the counties of Berks and Middleſex, and the perpetual advowſon of the pariſh church of Amton, with their and every of their rights, members, and appurtenances, ſituate, lying and being in the ſaid ſeveral counties of Berks and Middleſex, Cheapſide, in the pariſh of St. Mary le Bow, London, And all and ſingular his meſſuages, lands, tenements and hereditaments, with their and every of their appurtenances whatſoever, *to hold* unto his ſaid nephew for the term of his natural life, without impeachment of waſte, with divers remainders over, *but ſubject* to and charged with the payment of the ſaid teſtator's debts and legacies in the firſt place; All which ſaid debts and legacies have been ſince paid, or to the ſatisfaction of the perſons concerned therein,

A will recited, deviſing lands to a nephew for life *ſans* waſte,

(ſubject to debts,)

therein, ſecured by the ſaid *Anthony Arnold*; And it is by the ſaid will provided and declared to be the ſaid teſtator's will and meaning, that his ſaid nephew when he ſhould come and be in poſſeſſion of the premiſes by virtue of the limitation aforeſaid, ſhould by any writing under his hand and ſeal, executed in the preſence of two or more credible witneſſes, grant, limit and appoint ſo much, and ſuch part of the ſaid manor, meſſuages, lands and premiſes thereby to him deviſed in manner aforeſaid, for a jointure for a wife or wives his ſaid nephew ſhould afterwards marry, as ſhould not exceed fifty pounds *per annum* for each five hundred pounds his ſaid nephew ſhould have in marriage with ſuch wife or wives.

with power to make a jointure in proportion to the wife's portion.

And whereas by indenture tripartite bearing date the 26th day of July, which was in the year of our Lord 1771, and made, or mentioned to be made, between the ſaid *Anthony Arnold* of the firſt part, the ſaid *Cecilia Arnold*, by the name of *Cecilia Evans*, of the ſecond part, and the ſaid *Daniel Dent* and *Ezekiel Evans* of the third part, reciting to the effect herein before recited, and that a marriage was then intended to be had and ſolemnized between the ſaid *Anthony Arnold* and the ſaid *Cecilia* his now wife, the ſaid *Anthony Arnold*, in conſideration thereof, and of the ſum of eight thouſand pounds to him paid in part of the marriage portion of the ſaid *Cecilia Evans*, and for other the conſiderations therein mentioned,

A marriage ſettlement recited,

Did in purſuance and by virtue of the power to him given by the ſaid will, grant, limit and appoint unto the ſaid *Cecilia* divers meſſuages, lands, tenements, rents and hereditaments, in the pariſhes of Ampton, Hawley and Hawton, or ſome one or more of them in the ſaid counties of Berks and Middleſex, or one of them, and in or near Cheapſide, in the pariſh of St. Mary le Bow, London, therein more particularly mentioned: To hold unto the ſaid *Cecilia* from and immediately after the deceaſe of the ſaid *Anthony Arnold*, in caſe ſhe ſurvive him, for and during the term of her natural life in part of her jointure; In which ſaid indenture it is recited, that the ſaid *Cecilia* was then poſſeſſed of and intitled to the ſeveral ſums of money and annuities iſſuing out of the exchequer therein more particularly mentioned, amounting together to the ſum or value of two thouſand pounds, being the reſidue of the marriage portion of the ſaid *Cecilia* (over and above the aforeſaid ſum of eight thouſand pounds) ſhe the ſaid *Cecilia* did, with the conſent of the ſaid *Anthony Arnold*, grant and aſſign unto the ſaid *Daniel Dent* and *Ezekiel Evans*, their executors, adminiſtrators and aſſigns, All and every the ſaid ſeveral ſums of money and annuities, amounting together to the ſum or value of two thouſand pounds as aforeſaid, upon divers truſts therein mentioned, and particularly upon the truſts following, (that is to ſay) That if the ſaid *Anthony Arnold* ſhould at any time or times, during the joint lives of him and the ſaid *Cecilia*, well and ſufficiently convey and aſſure ſuch lands and tenements to, or to the uſe of the ſaid *Cecilia* for her life in augmentation of her jointure, to take effect from and immediately after his deceaſe, in ſuch manner as ſhe the ſaid *Cecilia* and the ſaid *Daniel Dent* and *Ezekiel Evans* ſhould approve of, and ſignify their conſent to by any writing to be ſigned by them in the preſence of two or more credible witneſſes, Then upon truſt, that they the ſaid *Daniel Dent* and *Ezekiel Evans* ſhould immediately after the execution of ſuch conveyance aſſign and transfer to the ſaid *Anthony Arnold* for his own uſe and benefit, or to ſuch perſon or perſons as he ſhould nominate and appoint, ſuch part and ſo much of the ſaid laſt mentioned ſums and annuities, with the tallies, orders and ſecurities for the ſame as ſhould not exceed the value of one thouſand pounds, for every hundred pounds a year which the ſaid *Anthony Arnold* ſhould ſo ſettle and aſſure; and after the ſame proportion for any lands or tenements ſo to be ſettled by the ſaid *Anthony Arnold* of a greater or leſſer yearly value than one hundred pounds as by the ſaid recited indenture, relation being thereunto had, it doth and may more fully and at large appear.

whereby (the nephew) the huſband on receipt of part of the portion, by virtue of the power limited to the wife, lands, &c. in part of her jointure, and reciting that with the conſent of the huſband ſhe aſſigned the reſidue of her portion to truſtees,

to be paid, &c. to the huſband upon his aſſuring lands, &c. to make up 100l. a year for each 1000l. portion;

And whereas the ſaid *Anthony Arnold* in order to intitle himſelf to all the ſaid ſeveral ſums of money and annuities, amounting together to the ſaid ſum or value of two thouſand pounds as aforeſaid, hath propoſed and agreed to ſettle a farther jointure upon the ſaid *Cecilia* for her life, in caſe ſhe ſurvives him, of the yearly ſum or value of two hundred pounds clear of all deductions (except the land-tax for the time being) in manner herein after mentioned, which ſaid propoſal the ſaid *Cecilia Arnold*, *Daniel Dent* and *Ezekiel Evans*, do approve of and conſent to, and do hereby teſtify ſuch their approbation and conſent, by their being parties to and their ſealing and delivery of theſe preſents: Now this Indenture witneſſeth, that in purſuance of the before recited propoſal and agreement, and to the end to entitle him the ſaid *Anthony Arnold* to all the ſaid ſeveral ſums of money and annuities, amounting together to the ſum or value of two thouſand pounds as aforeſaid; and for a further augmentation of the jointure of the ſaid *Cecilia* (over and above what is already ſettled upon her by the afore-recited indenture) to the ſaid yearly ſum or value of two hundred pounds clear of all deductions (except as aforeſaid) he the ſaid *Anthony Arnold* by and with the approbation and conſent of the ſaid *Cecilia Arnold*, *Daniel Dent* and *Ezekiel Evans* (teſtified as aforeſaid) hath granted, limited and appointed, and by theſe preſents, in purſuance and by virtue of the power to him given by the ſaid recited will, and of all and every other power and powers to him in that behalf given or reſerved, or any ways enabling him thereunto, doth grant, limit and appoint unto the ſaid *Cecilia Arnold* his wife, all and every the woods and wood grounds, parcel or reputed parcel of the ſaid manor of Ampton, ſituate, lying and being in the ſaid pariſhes of Ampton, Hawley and Hawton, or ſome or one of them, and which were late the eſtate of the ſaid *Francis Arnold*, with their and every of their appurtenances, And other the woods and wood grounds late of him the ſaid *Francis Arnold* in the ſame pariſhes, or any of them; To have and to hold the ſaid woods, wood grounds, and other the premiſes hereby, or mentioned to be hereby granted, limited and appointed, with their appurtenances, unto the ſaid *Cecilia Arnold* and her aſſigns, from and immediately after the deceaſe of him the ſaid *Anthony Arnold* (in caſe ſhe ſhall him ſurvive) for and during the term of her natural life, to the uſe and behoof of her the ſaid *Cecilia* and her aſſigns, for and during the term of her natural life, as and for an augmentation of her jointure, ſubject nevertheleſs to the proviſo and agreement next herein aftermentioned; (that is to ſay) Provided always, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that if the perſon or perſons to whom the next and immediate reverſion and remainder of the premiſes expectant upon the ſaid eſtate for life of the ſaid *Cecilia*, ſhall for the time being belong or appertain by virtue of the limitations in the ſaid recited will or otherwiſe, ſhall and do yearly and every year, during the life of the ſaid *Cecilia*, well and truly pay, or cauſe to be paid to the ſaid *Cecilia* and her aſſigns, the yearly ſum of two hundred pounds of lawful money of Great Britain, (clear of all deductions except the land-tax for the time being) upon the four moſt uſual feaſts or days of payment in the year, (that is to ſay) the feaſts of the annunciation of the bleſſed Virgin Mary, the nativity of St. John Baptiſt, St. Michael the Archangel, and the birth of our Lord Chriſt, in every year, by even and equal portions; the firſt payment thereof

and that he has propoſed to make ſuch further ſettlement, which the wife and her truſtees have approved of. The further grant, &c.

of other lands to the wife,

Habendum to wife for life, if ſhe ſurvive her huſband,

as increaſe of jointure,

the ſame may be paid yearly in money by the remainder man,

to

to begin and be made upon ſuch of the ſaid feaſts as ſhall firſt happen next after the deceaſe of the ſaid *Anthony Arnold*, then and in ſuch caſe no advantage or benefit ſhall be had or taken by the ſaid *Cecilia* of the aforeſaid grant, limitation or appointment hereby to her made of the aforeſaid woods and wood grounds for her life as aforeſaid; but in caſe default ſhall happen to be made of or in payment of the ſaid yearly ſum of two hundred pounds (ſubject to ſuch deductions as aforeſaid) or any part thereof, by the ſpace of twenty-eight days next over or after any of the ſaid feaſts or days herein beforementioned for payment thereof, then and ſo often it ſhall and may be lawful to and for the ſaid *Cecilia* or her aſſigns, from time to time, by felling, cutting and diſpoſing of the ſaid woods, or any part or parts thereof, and by and with the rents and profits of ſuch part or parts of the ſaid wood grounds as ſhall at any time hereafter during the life of the ſaid *Anthony Arnold* be grubbed up and converted into tillage or paſture, or by any other lawful ways or means to raiſe and levy the ſaid yearly ſum of two hundred pounds (ſubject to ſuch deductions as aforeſaid) and all arrears thereof, together with all coſts, charges, damages and expences, as ſhe or they ſhall be put unto or ſuſtain for or on account of the ſame, leaving the reſidue or ſurplus thereof (if any be) to ſuch perſon or perſons in reverſion or remainder as aforeſaid; (any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding.) Provided alſo, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Anthony Arnold*, to make annual and uſual falls in the ſaid woods and wood grounds in a huſband-like manner, ſo as ſufficient be always left for ſecuring and raiſing the ſaid yearly ſum of two hundred pounds for the ſaid *Cecilia* for her life, in caſe ſhe ſurvive him; and alſo, that it ſhall and may be lawful to and for the ſaid *Anthony Arnold* at any time or times during his life, to cut down any part of the aforeſaid wood, ſo as the ſame exceed not ſixty acres in any one year, and ſo as after he hath cut down the firſt ſixty acres he cauſe the ſame to be grubbed up, fenced and converted into tillage or paſture, and let to a good tenant or tenants before he cut down any more; and in like manner for every other ſixty acres that he ſhall afterwards cauſe to be cut down; in which caſe it is agreed, that the ſaid *Cecilia*, in caſe ſhe ſurvives the ſaid *Anthony Arnold*, ſhall accept and take the rents and profits of the lands and grounds ſo grubbed up, incloſed and let to good tenants as aforeſaid, as part of the ſaid yearly ſum of two hundred pounds and the reſidue thereof only to be in ſuch caſe from time to time raiſed and levied by the ſaid *Cecilia* or her aſſigns, by felling, cutting and diſpoſing of the ſaid woods, or any part thereof, together with ſuch coſts and charges as aforeſaid. And the ſaid *Anthony Arnold* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Dent* and *Ezekiel Evans*, their executors and adminiſtrators, in manner following; *(that is to ſay)* That he the ſaid *Anthony Arnold* (for and notwithſtanding any act, matter or thing done, committed or ſuffered by him or by the ſaid *Francis Arnold)* now hath full power, good right and lawful and abſolute authority to limit and appoint the ſaid woods, wood grounds and premiſes, to, and to the uſe of the ſaid *Cecilia Arnold* for the term of her natural life, as an increaſe of her jointure, in manner, and under the proviſoes and agreements aforeſaid; and that the ſaid woods and wood grounds ſhall from time to time, and at all times hereafter, during the life of the ſaid *Cecilia*, remain, continue, and be a full and ſufficient ſecurity to her for the ſaid yearly ſum of two hundred pounds (ſubject to ſuch deductions as aforeſaid) and that ſhe ſhall and may have, hold and enjoy the ſaid yearly ſum of two hundred pounds (ſubject to ſuch deductions as aforeſaid) for and during the term of her natural life, to, and for her own uſe and benefit, upon the ſecurity aforeſaid, without the let, ſuit, trouble, moleſtation, eviction or interruption, of or by any perſon or perſons whatſoever lawfully claiming, or to claim, any eſtate, right, title, truſt or intereſt, either in law or equity, of, in, to or out of the ſaid woods, wood grounds and premiſes, or any of them, or any part thereof, from, by or under, or in truſt for the ſaid *Anthony Arnold* and *Francis Arnold*, or either of them: And that the ſaid woods, wood grounds, and premiſes now are, and during the life of the ſaid *Cecilia*, ſhall continue to be of the clear yearly value of two hundred pounds and upwards, over and above all charges and reprizes; and alſo, that he the ſaid *Anthony Arnold*, and all perſons claiming, or to claim from, by or under him, or the ſaid *Francis Arnold*, ſhall and will at any time or times hereafter, during the life of the ſaid *Cecilia Arnold*, make, do and execute, or cauſe to be made, done and executed, any further or lawful and reaſonable act, deed, matter and thing, for the eſtabliſhing and confirming of theſe preſents, whereby the better to enable her the ſaid *Cecilia* to have, hold and enjoy the ſaid yearly ſum of two hundred pounds (ſubject to ſuch deductions as aforeſaid) during her life for her own uſe and benefit, according to the purport, true intent and meaning of theſe preſents. In witneſs, &c.

in default of ſuch payment ſhe may ſell, cut and ſell wood, and thereby, and by the rents, &c. raiſe her money.

Proviſo, that the huſband may make uſual falls,

with reſtriction as to the number of acres, and to cauſe the ſame to be grubbed up, &c.

The wife to take the rents of the ground grubbed up in part of the increaſed jointure.

The huſband covenants that he has power to limit the wood grounds, &c.

and for quiet enjoyment.

And that they are and ſhall be of ſufficient value,

and for further aſſurances.

*(Horſeman.)*

*Appointment by Indorſement, whereby Mr. G. directs his Truſtees to ſtand poſſeſt of the Reſidue of a Term of Five Hundred Years, in Truſt for ſuch Perſon as ſhall be intitled thereunto by Virtue of a Settlement of the ſame Date.*

KNOW all Men by theſe preſents, that I the within named *C. G.* do hereby direct and appoint the within named *J. B.* his executors, adminiſtrators and aſſigns, from henceforth for the reſidue of the within mentioned term of five hundred years, to ſtand and be poſſeſſed of the, *&c.* mentioned in the within written indenture, and thereby aſſigned or mentioned to be aſſigned unto the ſaid *J. B.* In truſt for ſuch perſon and perſons, from time to time, as by one indenture *tripartite*, bearing even date with this indorſement, and made between me the ſaid *C. G.* of the firſt part, *L. U. &c.* of the ſecond part, *C. W. P.* of, *&c.* of the third part, and by virtue of the uſes and truſts limited and appointed in and by the ſame indenture *tripartite*, ſhall be intitled to hold and enjoy the ſaid, *&c.* any thing in the within written indenture contained to the contrary notwithſtanding. In Witneſs, &c.

*Appointment by a Huſband, of Monies to ariſe by Sale of Lands and Perſonal Eſtate, reciting his Intent to make his Wife his Reſiduary Legatee and ſole Executrix; in which Caſe, the Truſtees are to put out Part of the Money ariſing by the Sale at Intereſt, and pay two Annuities; the Reſt of his Eſtate to go among his Daughters, after their Deaths, to their Children; with a great Variety of ſpecial Limitations to the Children and Grand-children (as in the Margin); and a Proviſo, that if the Wife (ſurviving the Huſband) makes any other Appointment, then this ſhall be void.*

Premiſes conveyed to be ſold.

The huſband's intent to make the wife reſiduary legatee and executrix.

Appointment in caſe he makes ſuch deviſe, and ſhe dies without making any appointment of the money ariſing by the ſale, &c.

And the reſt of the eſtate (except books, &c.)

upon truſt to get in the debts, and ſell the lands.

After the whole is converted into caſh, 2500l. to be put out at intereſt,

to pay annuities.

The reſidue of intereſt and principal to be paid as the huſband ſhall appoint.

In default thereof to go as the reſt of his eſtate, which is to be equally divided amongſt his daughters.

Each part to be put out at intereſt.

The intereſt to be applied for their ſeparate uſe and maintenance, &c.

**TO all to whom** theſe preſents ſhall come, *Aaron Boyde* of, &c. *ſendeth greeting.* **Whereas**, &c. *(Here recite a leaſe and releaſe, whereby he conveyed a manor,* &c. *to truſtees, to be ſold; the money, (after expences deducted) to be paid to perſons to be by the ſaid* A. B. *appointed, or by his wife after his death.)* **And whereas** it is the intention of the ſaid *A. B.* by his laſt will and teſtament, to give and deviſe to the ſaid *E.* his wife all the reſt, reſidue and overplus of his eſtate, both real and perſonal, (after payment of his debts, funeral charges and ſome ſmall legacies) for her better ſupport while ſhe lives, and to diſpoſe thereof as ſhe ſhall think fit after her death, and to make the ſaid *E.* his wife, ſole executrix of ſuch will during her life and after her death the ſaid *B. C. C. D.* and *D. E.* executors thereof: **Now theſe Preſents witneſs,** That in caſe the ſaid *A. B.* ſhall by his will make ſuch gift and deviſe to the ſaid *E.* his wife, as aforeſaid, and ſhe the ſaid *E.* ſhall happen to die without making any appointment or diſpoſition of the monies ariſing by ſale, or otherwiſe, of the premiſes mentioned in the ſaid recited indentures, or of the reſt, reſidue and overplus of ſuch eſtate, real and perſonal, ſo intended to be deviſed to her as aforeſaid; then and in ſuch caſe, he the ſaid *A. B.* by virtue, and in purſuance of the power and authority to him in and by the ſaid indenture of releaſe given or reſerved, and of all other, *&c.* **Doth** by this preſent deed, *&c.* under, *&c.* by him ſigned, in the preſence, *&c.* direct, limit, appoint, give and diſpoſe of all ſuch monies ariſing by ſale, or otherwiſe, of the premiſes in the ſaid recited indentures mentioned, and alſo all the reſt, reſidue and overplus of ſuch eſtate, real and perſonal, ſo intended to be deviſed to the ſaid *E.* and whereof ſhe ſhall make no diſpoſition or appointment, as aforeſaid, (except ſuch his books, manuſcripts, papers, ancient and modern coins, medals, plate or houſhold goods, as he the ſaid *A. B.* at any time or times hereafter during his life, or the ſaid *E.* his wife, in caſe ſhe ſurvive him, at any time or times during her life, ſhall by any writing or writings under, *&c.* atteſted, *&c.* give, leave or diſpoſe of to any perſon or perſons, or for any particular uſe or uſes) unto them the ſaid *B. C. C. D.* and *D. E.* (whom the ſaid *A. B.* intends to make executors of his laſt will and teſtament, after the death of the ſaid *E.* his wife) their heirs, *&c.* reſpectively, upon, for and under the truſts, *&c.* herein after mentioned; that is to ſay, **Upon Truſt** that they the ſaid *B. C. C. D.* and *D. E.* and the ſurvivors and ſurvivor of them, his or their heirs, *&c.* ſhall and do, as ſoon as conveniently they can, after the deceaſe of the ſaid *E.* wife of the ſaid *A. B.* get in the debts and effects of him the ſaid *A. B.* then ſtanding out, and ſell and diſpoſe of all ſuch manors, *&c.* goods, chattels and other eſtate of him the ſaid *A. B.* of what kind ſoever, as ſhall then remain undiſpoſed of, (except as aforeſaid) for the beſt and higheſt price they can reaſonably get for the ſame, or that can be reaſonably made thereof; and having turned and converted the whole (except, *&c.*) into money, ſhall and do thereby and thereout in the firſt place raiſe and advance, apply and diſpoſe of the ſum of two thouſand five hundred pounds of, *&c.* to and for the ſeveral uſes and purpoſes herein after mentioned, expreſſed or referred to concerning the ſame: that is to ſay, **In Truſt** from time to time during the lives of *F. G.* of, *&c.* widow, and her niece *G. H.* and the life of the ſurvivor of them, to put and place out the ſame two thouſand five hundred pounds upon ſome good public or private ſecurity or ſecurities, at intereſt; and from and after the deceaſe of the ſurvivor of them the ſaid *A. B.* and *E.* his wife, **In Truſt** to pay out of the yearly intereſt and produce thereof, as the ſame ſhall ariſe and be received, unto the ſaid *F. G.* for and during the term of her natural life, for her better ſupport and maintenance, one annuity, *&c.* of ſixty pounds of, *&c.* free, *&c.* the ſame annuity to be paid and payable at or in, *&c.* yearly and every year, at or upon, *&c.* the firſt payment thereof to begin and be made on ſuch of the ſame feaſts as ſhall next happen after the deceaſe of the ſurvivor of them the ſaid *A. B.* and *E.* his wife; **And** from and after the deceaſe of the ſurvivor of them the ſaid *A. B.* and *E.* his wife, and *F. G.* then **In Truſt** to pay out of the yearly intereſt and produce of the ſaid ſum of two thouſand five hundred pounds as the ſame ſhall ariſe and be received, unto the ſaid *G. H.* for and during the term of her natural life, one annuity, *&c.* of thirty pounds of, *&c.* free, *&c.* the ſaid annuity of thirty pounds to be paid, *&c. (ut ſupra;)* **And upon further Truſt,** to pay, apply and diſpoſe of all the reſidue of the intereſt and produce of the ſaid ſum of two thouſand five hundred pounds (over and above ſo much thereof as ſhall from time to time be ſufficient to anſwer and pay the ſaid ſeveral and reſpective annuities, as the ſame ſhall reſpectively become due;) **And** from and after the deceaſe of the ſurvivor of them the ſaid *F. G.* and *G. H.* to pay, apply and diſpoſe of the ſaid ſum of two thouſand five hundred pounds, and all the intereſt and produce thereof from thenceforth to ariſe, unto ſuch perſon or perſons, and for ſuch uſes, intents and purpoſes, and in ſuch manner as the ſaid *A. B.* ſhall at any time or times hereafter, with or without power of revocation, by any writing, *&c.* or by his laſt will, *&c.* direct, limit or appoint, of or concerning the ſame, or any part thereof; and in default of ſuch direction, *&c.* then the ſame to go and be applied as the reſidue of the eſtate of the ſaid *A. B.* is herein after by theſe preſents directed to be employed and diſpoſed of; **And upon this further Truſt,** that after the raiſing and advancing of the aforeſaid ſum of two thouſand five hundred pounds for the purpoſes aforeſaid, they the ſaid truſtees, or the ſurvivors or ſurvivor of them, his or their, *&c.* ſhall and do make an equal diviſion of all the reſt and reſidue of the ſaid *A. B.*'s eſtates and effects amongſt, or for the benefit of, all the daughters of him the ſaid *A. B.* ſhare and ſhare alike, and pay and diſpoſe of the ſame accordingly, in ſuch manner and at ſuch times as are herein after for that purpoſe mentioned; that is to ſay, the part and ſhare of each and every of the ſaid daughters to be put and placed out upon ſome good public or private ſecurity or ſecurities, at intereſt, or laid out and veſted in the purchaſe of ſtock in the bank of England, South-Sea company, Eaſt-India company, South-Sea annuities, or ſome other good public funds; the intereſt and annual produce thereof to be paid to ſuch daughters reſpectively, during their reſpective lives, for their own ſole and ſeparate uſe, and wherewith their then, or any after-taken huſband or huſbands, ſhall not intermeddle, or have any controlling

or

or diſpoſing power over the ſame, or any part thereof; And after the ſeveral and reſpective deaths of ſuch daughters, their ſeveral and reſpective parts and ſhares ſhall go and be paid in manner following, that is to ſay, the part or ſhare of each ſuch daughter ſhall go and be paid to all and every her children by her firſt huſband, (except her eldeſt or only ſon for the time being by ſuch huſband) to be equally divided amongſt them, (if more than one) ſhare and ſhare alike; and if but one ſuch child, then to ſuch only child, to and for his or her own uſe and benefit; the parts and ſhares of ſuch children, together with ſuch improvement as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons at his or their reſpective age or ages of twenty-one years; and to ſuch of them as ſhall be a daughter or daughters, at her or their reſpective age or ages of twenty-one years, or day or days of marriage, which ſhall firſt happen; provided ſhe or they marry with the advice and conſent of the ſaid *E.* wife of the ſaid *A. B.* if then living; and in caſe ſhe be then dead, with the advice and conſent of the ſaid truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators; And in caſe any of ſuch children (except as aforeſaid) ſhall die before his, her or their reſpective ſhare or ſhares ſhall become payable, or in caſe any younger ſon ſhall become an eldeſt ſon; then and in either of the ſaid caſes, the ſhare or ſhares of him, her or them ſo dying, or becoming an eldeſt ſon as aforeſaid, ſhall, together with the improvements thereof, go and be paid to the ſurvivors or ſurvivor, or others or other of ſuch children by the ſame mother, (except as aforeſaid) ſhare and ſhare alike, as and when the original ſhare or ſhares of ſuch ſurvivors or ſurvivor, or others or other of them ſhall become payable by virtue of theſe preſents. Provided always, that in caſe all the children of any of the ſaid daughters by her firſt huſband (except as aforeſaid) ſhall happen to die before any of their reſpective ſhare or ſhares ſhall become payable as aforeſaid, then the ſhare or ſhares of ſuch daughter or daughters, together with the improvement thereof, as aforeſaid, ſhall go and be paid to the eldeſt or only ſon of ſuch daughter or daughters reſpectively, by ſuch firſt huſband, at his age of twenty-one years. Provided alſo, that in caſe any of the ſaid daughters of the ſaid *A. B.* ſhall happen to die, not having any child or children by her or their firſt huſband or huſbands, or having ſuch, all of them ſhall die before their reſpective parts or ſhares ſhall become payable to them reſpectively by virtue of theſe preſents; then the ſhare or ſhares of ſuch daughter or daughters ſhall go and be paid to all and every her and their reſpective child and children by any after-taken huſband or huſbands, to be equally divided amongſt them (if more than one) ſhare and ſhare alike; and if but one ſuch child of any one ſuch daughter, then the ſhare of ſuch daughter to be paid to ſuch her only child; the parts or ſhares of the ſaid laſt mentioned child or children, together with ſuch improvements as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons at, *&c. (ut ſupra)* and to ſuch of them as ſhall be a daughter or daughters at, *&c. (ut ſupra,)* provided ſhe or they marry with ſuch advice and conſent as aforeſaid: Provided alſo, that in caſe any of the ſaid daughters of the ſaid *A. B.* ſhall die in the life-time of him the ſaid *A. B.* or *E.* his wife, or the ſurvivor of them, and ſhall leave one or more child or children, by her or the firſt or any after-taken huſband or huſbands; then and in ſuch caſe, the part or ſhare or parts or ſhares of the premiſes, which by theſe preſents, and the truſts aforeſaid, would have come and accrued to ſuch daughter or daughters, and her or their child or children, in manner aforeſaid, in caſe the ſame daughter or daughters had ſurvived the ſaid *A. B.* and *E.* his wife, ſhall, together with the improvements in the mean time to be made of the ſame, go and be paid to the child or children of ſuch daughter or daughters, at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſame would have been payable to her or their child or children by virtue of the aforeſaid truſts, in caſe ſuch daughter or daughters had ſurvived the ſaid *A. B.* and *E.* his wife; any thing, *&c.* Provided further, That in caſe one or more of the three eldeſt daughters of the ſaid *A. B. viz. H. K.* wife of *J. K. L. N.* wife of *M. N.* and *O. Q.* wife of *P. Q.* ſhall die without any child or children living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid; then, and in ſuch caſe, the part or ſhare or parts or ſhares of the ſame daughter or daughters, together with ſuch improvements as ſhall be made of the ſame in the mean time, from and after the deceaſe of the ſame daughter or daughters, and failure of her or their child or children, as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three laſt named daughters of him the ſaid *A. B.* to be paid at ſuch times, *&c. (as in the laſt proviſo)* by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been then actually dead; the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of hi , her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers ſhare or ſhares of and in the premiſes, (together with ſuch improvements, *&c.* as aforeſaid.) And in caſe all of them the ſaid three daughters of the ſaid *A. B.* ſhall die without any child or children living at their reſpective deaths, or there being ſuch child or children, and all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then and in ſuch caſe the parts or ſhares of all of them the ſaid three eldeſt daughters (together with ſuch improvement, *&c.*) ſhall go and remain to all and every child or children then living, or then after to be born of the three youngeſt daughters of him the ſaid *A. B. viz. R.* wife of *S. T. T.* wife of *W. X.* and *A.* wife of *C. D.* to be paid at ſuch times, *&c. (ut ſupra)* as the ſhare or ſhares of the ſaid three youngeſt daughters reſpectively would have been payable to her or their reſpective child or children by virtue of the truſts aforeſaid, if they or any of them the ſaid three youngeſt daughters had been then actually dead; the ſame child or children of each of them the ſaid three youngeſt daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers ſhare or ſhares of and in the premiſes, (together with ſuch improvements, *&c.*) And alſo that in caſe one or more of the ſaid three younger daughters of the ſaid *A. B.* ſhall die without any child, *&c. (In like manner as before, her ſhare to go to the children of the other of thoſe daughters; and if all the three youngeſt die without ſuch child, &c. their ſhares to go to the children of the three eldeſt:)* Provided always nevertheleſs, that in caſe all the ſaid ſix daughters of the ſaid *A. B.* ſhall die without any child or children of them or any of them living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares of the premiſes ſhall become payable by virtue of the truſts aforeſaid, then and in ſuch caſe the part or ſhare of each of the ſame daughters, together with ſuch improvement, *&c.* ſhall be, go and remain unto the legal repreſentatives of ſuch reſpective daughters; Provided always, that the ſaid *A. B.* doth hereby expreſsly declare, that in caſe the ſaid *H. K.* and *L. N.* the two firſt married daughters of the ſaid *A. B.* or either of them,

After their deaths to go to their children by their firſt huſband (except eldeſt ſons) payable to ſons at 21, to daughters at 21 or marriage.

Benefit of ſurvivorſhip.

If all the younger children die, then to the only ſon.

If any of *A. B.*'s daughters has no child living *&c.* by the firſt huſband, then her children by other huſbands may take.

If a daughter dies in *A. B.*'s and his wife's life-time, her children to take as above.

If one of his three eldeſt daughters dies without a child living, or there being a child or children, all of them die before their ſhares are payable, her ſhare to go to the children of the others of thoſe daughters. If all the three eldeſt daughters die without any child, *&c.* their ſhares ſhall go to the children of the three youngeſt daughters.

The like to any or all of the three youngeſt daughters dying.

If all the ſix daughters die without a child *&c.* their ſhares to go to their reſpective Repreſentatives.

If the two first married daughters of *A. B.* be compelled to aſſign, &c. any of the eſtate coming from their grandfather,

(their huſbands having a place of more value given them by *A. B.*)

then the truſtees to inveſt their ſhares in purchaſe of annuities to their ſeparate uſe, notwithſtanding coverture.

them, ſhall by force or virtue of their reſpective marriage ſettlements, or of any clauſe, covenant, condition or agreement therein reſpectively contained, or by force or means of any other deed or writing whatſoever, concerning or relating to their reſpective marriage, or otherwiſe, be compelled to aſſign or depart with all or any part of the money or eſtate belonging or accruing to them, or either of them, by, from, or under any ſettlement of the eſtate of *D. B.* their late grandfather, for or towards any proviſion for the maintenance or portion or portions of their or either of their younger child or children, or otherwiſe, whereby they the ſaid *H. K.* and *L. N.* or either of them, may and will be deprived of the whole benefit of their ſaid grandfather's intentions to them, or of any part thereof, (which is now become altogether unneceſſary and unreaſonable; he the ſaid *A. B.* having lately given to their ſaid huſbands a place or office far exceeding in value what can ever come or accrue to their ſaid wives, by, from or under any ſettlement of their ſaid late grandfather's eſtate;) then and in ſuch caſe the aforeſaid truſtees ſhall and do iſſue, pay and diſpoſe of ſuch part and ſhare of the reſidue and overplus of the ſaid eſtate of the ſaid *A. B.* as is herein before appointed to or for ſuch of them the ſaid *H. K.* and *L. N.* as ſhall be ſo deprived as aforeſaid, in the purchaſe of one or more annuity or annuities, for and during her or their reſpective life or lives; and that ſuch annuity or annuities ſhall be iſſued, paid and diſpoſed of to ſuch perſon or perſons only, and no others, and for ſuch uſes and purpoſes as they the ſaid *H. K.* and *L. N.* reſpectively ſhall by any deed or writing, deeds or writings, under her or their reſpective hands, notwithſtanding her or their coverture, and without the conſent of their reſpective huſbands, from time to time order, direct or appoint, as and for a ſeparate proviſion, recompence and compenſation for ſuch of them the ſaid *H. K.* and *L. N.* as ſhall be ſo deprived as aforeſaid, and wherewith their preſent or any after taken huſband or huſbands ſhall no ways intermeddle, or have any controlling power over the ſame; any thing, &c. *(Power given to the truſtees to fill up the number in caſe of death; truſtees to be indemnified and chargeable only for their own receipts, that they may appoint a receiver,* &c. See Title Proviſoes) Provided laſtly, that if the ſaid *E.* the wife of the ſaid *A. B.* ſhall, after his deceaſe, by any deed or writing under her hand and ſeal, atteſted, &c. or by her laſt will and teſtament in writing, or any writing purporting her laſt will and teſtament, and atteſted as aforeſaid, make or create any gift, appointment, diſpoſition or truſt, of or concerning the ſaid monies ariſing by ſale, or otherwiſe, of the premiſes mentioned in the ſaid recited indentures of leaſe and releaſe, or of the reſidue and overplus of the ſaid eſtate intended to be deviſed to her by the ſaid *A. B.* as aforeſaid, or any part thereof, contrary or diſagreeable to the diſpoſitions or appointments hereby thereof made; then this preſent deed, and the appointment, diſpoſitions and truſts hereby made and created by the ſaid *A. B.* ſhall, as to all or ſo much of the premiſes whereof ſhe ſhall make ſuch diſpoſition or appointment, ceaſe, determine, and be utterly void and of none effect; and ſuch deed, will or diſpoſition of the ſaid *E.* ſhall be as valid and effectual in the law, as if this preſent deed or writing had never been made. But if ſhe the ſaid *E.* wife of the ſaid *A. B.* ſhall make no ſuch deed, will or diſpoſition as aforeſaid, then this preſent deed ſhall ſtand and remain, and be in full force and virtue. In Witneſs, &c.

Powers to truſtees and for their indemnity. Proviſo that if *A. B*'s wife, after his death, makes another appointment of the premiſes, or of any part thereof, the preſent appointment (as to ſo much) ſhall be void, and her appointment ſhall take place.

*(Fazakerley.)*

*Appointment by a Wife to her Huſband of her Perſonal Eſtate, ſubject, after her Death, to the Will of* P. G. *as to a Moiety thereof.*

TO all, &c. Whereas, &c. *(Recitals.)* Now know ye, and theſe Preſents witneſs, That in conſideration of the ſaid marriage ſo had and ſolemnized between me the ſaid *C. W.* and the ſaid *J. W.* and of the real love and affection which I have for and bear to the ſaid *J. W.* my huſband, and to the end and intent to make ſome better proviſion for his ſupport and maintenance, and for divers other good cauſes and valuable conſiderations me hereunto moving, I the ſaid *C. W.* (in purſuance and by virtue of the power to me reſerved and given in and by the ſaid recited indenture, for giving and diſpoſing of my ſaid goods, chattels, debts, effects and perſonal eſtate, to and for ſuch uſes, intents and purpoſes, as I by any deed or writing ſhould direct, order and appoint, and by virtue of all and every other power and powers and authorities whatſoever, to me in any wiſe reſerved and now belonging, Have directed, ordered and appointed, and by this my preſent deed or writing, by me ſigned, ſealed and delivered in the preſence of and atteſted by three credible witneſſes, who have on the back hereof ſubſcribed their names as witneſſes hereunto, I the ſaid *C. W.* Do thereby direct, order and appoint, All my plate, houſehold goods, debts, effects, chattels and perſonal eſtates whatſoever and whereſoever, and of what nature or kind ſoever, whereof or wherein I have power to diſpoſe, under or by virtue of the will of the ſaid *P. G.* or the ſaid recited indenture, and wherein I the ſaid *C. W.* or any other perſon or perſons in truſt for me, is or are in any wiſe now poſſeſſed, or entitled unto, (ſave and except as to a meſſuage, &c.) And all my right, intereſt and property therein, to and for the only proper uſe, benefit and diſpoſal of the ſaid *J. W.* his executors, &c. as and for his and their own proper monies, goods and chattels, from henceforth for ever, and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as I the ſaid *C. W.* could or might have had, received, recovered or enjoyed the ſame, in caſe theſe preſents had not been made, (Subject nevertheleſs to one moiety or half-part of the hereby appointed premiſes, from and immediately after the death of me the ſaid *C. W.* in truſt, and to and for ſuch uſes, intents and purpoſes as in and by the will of the ſaid *P. G.* are thereby given and directed touching and concerning the ſame;) And I the ſaid *C. W.* do hereby requeſt, deſire, direct and appoint, as well my co-executor the ſaid *J. H.* as alſo my ſaid truſtees the ſaid *L. M.* and *T. F.* and their reſpective repreſentatives, to account with, and to pay and aſſign all ſuch of my ſaid debts, effects and perſonal eſtates as are now in their or any of their hands, unto the ſaid *J. W.* his executors, adminiſtrators and aſſigns, and which ſhall belong to him and them by virtue of the appointment hereby to him and them made. In Witneſs, &c.

*(Wood.)*

*Appointment*

*Appointment by a Father, to raiſe Portions for Daughters and a younger Son, purſuant to a Power reſerved in a Settlement to Uſes.*

THIS Indenture, &c. Between the right honourable *P.* Earl of C. of the one part, and *C. S.* of, *&c.* Eſquire, and *T. B.* of, *&c.* Gentleman, of the other part. Whereas by an indenture bearing date, *&c.* and made, *&c. Between* the ſaid *P.* Earl of C. and the right honourable *P.* Lord S. (eldeſt ſon and heir apparent of the ſaid Earl) of the one part, and the right honourable *G.* Lord Marquis of H. of the other part, (reciting as therein is recited) the ſaid *P.* Earl of C. and *P.* Lord S. (for the conſiderations therein mentioned) *did* grant, remiſe, releaſe and confirm unto the ſaid Lord *M.* of H. and his heirs, *All* that, *&c. To the uſe* of the ſaid *P.* Earl of C. for his life, *ſans waſte*; Remainder *To the uſe* of the ſaid *P.* Lord S. his heirs and aſſigns for ever; *In which indenture* (amongſt other things) are contained the powers or proviſoes in the words or to the effect following, (that is to ſay) *Provided always*, and the true intent and meaning of theſe preſents, and the parties to the ſame was, that the ſaid *P.* Earl of C. ſhould have full power and authority, and that it ſhould and might be lawful for him from time to time, and at any time then after during his natural life, by any deed or deeds in writing, to be by him ſealed and delivered in the preſence of two credible witneſſes at the leaſt, or by his laſt will and teſtament in writing, by him ſubſcribed, ſealed and publiſhed, in the preſence of two credible witneſſes at the leaſt, to charge all or any part of the ſaid manors, lordſhips, meſſuages, lands, tenements, hereditaments and premiſes, therein before granted and releaſed, or mentioned or intended to be granted or releaſed, in ſuch manner as he ſhould think fit, with the payment of any ſum or ſums of money not exceeding fifteen thouſand pounds in the whole for the portion and portions of the daughters and younger ſon of him the ſaid *P.* Earl of C. by the right honourable the Lady *E. D.* deceaſed, (eldeſt daughter of the right honourable *C.* Earl of C.) his late wife, to be paid in ſuch proportions, and at ſuch times and in ſuch manner, and with ſuch power, ways and means, by mortgage, ſale or otherwiſe, for raiſing thereof, as he the ſaid Earl of C. ſhall think fit and appoint, any thing therein, *&c.* notwithſtanding; *Provided further*, and the true intent and meaning of theſe preſents, and the parties to the ſame was, that if the ſaid Earl of C. ſhould pay or cauſe to be paid any ſum or ſums of money for the portions of the ſaid daughters and younger ſon, according to the purport of the aboveſaid firſt proviſo, any other way or ways than by raiſing the ſame by the ſame proviſo, that then the ſaid Earl of C. ſhould or might by the ſame proviſo, or ſuch ways or means as are therein mentioned, raiſe out of or by the premiſes to his own uſe ſo much money, not exceeding in the whole fifteen thouſand pounds for or towards the payment and ſatisfaction of ſuch money as he ſhould ſo pay or cauſe to be paid as aforeſaid; *Any* thing, *&c.* notwithſtanding, *As* by the ſaid recited indenture (relation, *&c.*) more at large may appear. And whereas the Honourable the Lady *M. S.* and the Lady *K. S.* were the daughters, and the Honourable *C. W.* alias *S.* was the younger ſon of the ſaid Earl of C. by the ſaid Lady *E. D.* and upon the marriage of the ſaid Lady *M.* with *T. C.* Eſquire, the ſaid Earl of C. paid eight thouſand pounds as and for her portion; and upon the marriage of the ſaid Lady *K.* with *G. C.* Eſquire, the ſaid Earl of C. paid the ſum of eight thouſand pounds as and for her portion; and the ſaid Earl paid to the ſaid *C. W.* alias *S.* the ſum of one hundred pounds for his part and portion of the before mentioned ſum of fifteen thouſand pounds. *And* the ſaid Earl of C. intends the ſum of one thouſand five hundred pounds ſhall be raiſed out of or by the premiſes to his own uſe, towards the payment and ſatisfaction of the ſaid two ſeveral ſums of eight thouſand pounds paid by him for portions as aforeſaid, he having appointed, and by theſe preſents appointing the ſaid ſum of fifteen thouſand pounds to have and be the portions of his ſaid daughters and younger ſon: Now this Indenture witneſſeth, That the ſaid *P.* Earl of C. by this his deed in writing, ſealed and delivered in the preſence of ——— credible witneſſes, whoſe names are hereon indorſed, by virtue and in purſuance of the ſaid powers and authorities given and reſerved to him by the ſaid recited indenture, and of all other powers and authorities at any time to him given or reſerved, or now in him, touching the charging the ſaid manors, lordſhips, meſſuages, rectory, advowſons, tenements and hereditaments, with the payment of any ſum or ſums of money not exceeding, *&c.* Doth charge and make chargeable the ſaid monies, *&c.* with the payment of the ſaid ſum of fifteen thouſand pounds to him the ſaid *P.* Earl of C. his executors, adminiſtrators or aſſigns; And for and in conſideration of the ſum of fifteen thouſand pounds of, *&c.* to him the ſaid Earl in hand paid by the ſaid *C. S.* and *T. B.* at or before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid Earl of C. doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *C. S.* and *T. B.* their executors and adminiſtrators, *He* the ſaid *P.* Earl of C. in purſuance of the aforeſaid power and powers, authority and authorities, hath leaſed, bargained, ſold, limited and appointed, and by theſe preſents Doth leaſe, bargain, ſell, limit and appoint unto the ſaid *C. S.* and *T. B.* their executors, adminiſtrators and aſſigns, All thoſe the ſaid manors, *&c.* which in and by the ſaid recited indenture were or are mentioned to be granted, remiſed, releaſed and confirmed, with their and every of their rights, members and appurtenances; To have and to hold the ſame manors, *&c.* unto the ſaid *C. S.* and *T. B.* their executors, *&c.* from the day next before the day of the date of theſe preſents, for and during and until the full end and term of five hundred years from thence next enſuing, and fully to be compleat and ended, without impeachment of waſte; Yielding and paying therefore the rent of one peppercorn only on the feaſt day of St. Michael the Archangel, if the ſame ſhall be lawfully demanded. Provided always, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that if the ſaid *P.* Lord *S.* his heirs, executors or adminiſtrators, or ſuch perſon or perſons, to whom the next and immediate reverſion or remainder of the ſaid premiſes, expectant upon the determination of the ſaid term of five hundred years, ſhall for the time being belong, *Do and ſhall* well and truly pay or cauſe to be paid unto the ſaid *C. S.* and *T. B.* their executors, adminiſtrators or aſſigns, at or in, *&c.* the full ſum of fifteen thouſand pounds of, *&c.* upon the ——— day of ——— next enſuing the date of theſe preſents, with intereſt for the ſame after the rate of five pounds *per cent. per ann.* by half-yearly payments, without making any deduction or abatement out of the ſame ſum, for or in reſpect of any taxes, charges, duties or aſſeſſments charged or impoſed, or to be charged or impoſed upon the ſaid premiſes, or any part thereof, or for or in reſpect of any other repriſal, matter or thing whatſoever; then

Recitals, *viz.*

A deed to the uſe of *P.* Earl of C. for life, remainder to the uſe of *P.* Lord *S.* his heirs and aſſigns for ever: Containing a power for the Earl of C. to charge the premiſes with 15000l. for the portions of his daughters and younger ſon, to be paid as he ſhall appoint.

If otherwiſe raiſed and paid, to reimburſe himſelf.

Portions paid by him.

Earl of C. intends to raiſe the 1500l. to his own uſe.

Charge on the premiſes for the ſame.

Appointment by demiſe to truſtees for 500 years.

Proviſo that if the next in reverſion pays the 15000l. the demiſe to be void.

Proviſo that till default in payment the premiſes ſhall be enjoyed according to the recited deed.

then the demiſe hereby made, and every thing herein contained, ſhall ceaſe, determine, and be utterly void. **Provided alſo**, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that until default ſhall be made of or in payment of the ſaid ſum of fifteen thouſand pounds, or of ſome part thereof, contrary to the tenor and true meaning of the proviſoes herein before mentioned for payment thereof, the ſaid manors and premiſes ſhall and may be held and enjoyed, and the rents, iſſues and profits thereof be received and taken, according to the uſes and eſtates therein limited, in and by the ſaid recited indenture, without the let, ſuit or interruption of the ſaid *C. S.* and *T. B.* or either of them, their or either of their executors, adminiſtrators or aſſigns. **In Witneſs**, *&c.*

*(Northey.)*

*Appointment before Marriage, by the intended Huſband and Wife, to direct her Truſtees of a Mortgage-Term, to get in the Mortgage-Money, and apply it in paying off many Mortgages affecting his now ſettled Eſtates. The Settlement and many other Deeds are recited.*

**THIS Indenture Tripartite**, made the ſixth day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Adam Aſtry*, of, *&c.* Eſquire, *Bruen Brown*, of, *&c.* Eſquire, *Cyril Coe*, of, *&c.* Eſquire, *Dennis Diggs*, of, *&c.* Eſquire, *Edmund Brown*, of, *&c.* Gentleman, and *Fulk Foot*, of, *&c.* Eſquire, of the firſt part; *Gregory Gale*, of, *&c.* Eſquire, eldeſt and only ſurviving ſon and heir of *Gregory Gale*, late of, *&c.* Eſquire, by *Helena* his late wife, (both deceaſed) of the ſecond part; and *Joan Joy*, ſpinſter, younger daughter of *Kenrick Joy*, of, *&c.* Eſquire, of the third part. **Whereas** a marriage is agreed upon and intended to be ſhortly had and ſolemnized between the ſaid *Gregory Gale*, party hereto, and the ſaid *Joan Joy*. **And whereas** by indentures of leaſe and releaſe and ſettlement, the releaſe and ſettlement being tripartite, bearing even date herewith, and made or mentioned to be made between the ſaid *Gregory Gale*, party hereto of the firſt part, the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot* of the ſecond part, and the ſaid *Joan Joy* of the third part, in conſideration of the ſaid intended marriage, and of the portion or fortune of the ſaid *Joan Joy*, which the ſaid *Gregory Gale*, party hereto, did thereby accept of as and for the ſum of ſix thouſand pounds of lawful money of Great Britain, and for providing a competent jointure for the ſaid *Joan Joy* for her life, in caſe ſhe ſhould, after the ſaid intended marriage had, happen to ſurvive the ſaid *Gregory Gale* her intended huſband, and for other the conſiderations in the ſame indentures mentioned, he the ſaid *Gregory Gale*, party hereto, **hath** granted and conveyed unto the ſaid *Adam Aſtry* and *Bruen Brown*, their heirs and aſſigns, **The** capital meſſuage and townſhip of Londs, in the pariſh of Moccat, in the county of Norfolk, with the hereditaments and appurtenances thereunto belonging, and the demeſne lands, and other lands, meadows, paſtures, grounds and hereditaments of him the ſaid *Gregory Gale*, lying or being in or near Londs and Moccat aforeſaid, or one of them, or in ſome other place or places thereunto near or adjoining in the ſaid county of Norfolk, in the ſeveral tenures, poſſeſſions or occupations of him the ſaid *Gregory Gale*, party hereto, and of *Oliver Oldys*, or ſome or one of them, their or ſome of their aſſignees, leſſees or under tenants, or of ſome other perſon or perſons, as tenant or tenants to him the ſaid *Gregory Gale*, party hereto, at and under the ſeveral yearly rents, amounting together in the whole to the yearly ſum of three hundred and ten pounds, and the third part, and other the part and ſhare of him the ſaid *Gregory Gale*, party hereto, of, in, to and out of the manor of Panto, with the rights, royalties and appurtenances thereof, in the county of Radnor, and of, into and out of the advowſon and right of patronage and preſentation of, in and to the rectory and pariſh church of Panto in the ſame county, and divers meſſuages, farms, lands, tenements and hereditaments of him the ſaid *Gregory Gale*, party hereto, ſituate, lying and being in Sim, Panto and Tont, ſome or one of them in the ſaid county of Radnor, in the ſeveral tenures, poſſeſſions or occupations of *Urſula Viner*, *&c.* or ſome of them, their or ſome of their aſſigns, leſſees or under tenants, or of ſome other perſon or perſons as tenant or tenants to him the ſaid *Gregory Gale*, party hereto, at and under the ſeveral yearly rents amounting in the whole to the yearly ſum of three hundred and thirty pounds, **And all** other the meſſuages, lands, tenements and hereditaments whatſoever of him the ſaid *Gregory Gale*, party hereto, in the ſaid ſeveral pariſhes or places before named in the ſaid ſeveral counties of Norfolk and Radnor, or either of them, or elſewhere in the ſame counties, or either of them, with their appurtenances; **To hold** the ſame unto the ſaid *Adam Aſtry* and *Bruen Brown*, their heirs and aſſigns, to the uſe of the ſaid *Gregory Gale*, party hereto, and his heirs, until the ſaid intended marriage ſhall be had and ſolemnized, **And** from and after the ſolemnization thereof to the uſe of the ſaid *Gregory Gale*, for the term of his natural life, without impeachment of waſte, with remainder to the ſame truſtees and their heirs, during his life, in truſt to ſupport the contingent uſes and eſtates therein after limited, with remainder to the ſaid *Joan* his intended wife for her life, for her jointure, and in bar of her dower, with remainder to the firſt and other ſons of the ſaid intended marriage, ſucceſſively in tail male, with remainder to the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their executors, adminiſtrators and aſſigns, for the term of one thouſand years, without impeachment of waſte, in truſt for the raiſing of ſuch portions and maintenance for the daughter and daughters of the ſaid intended marriage (in caſe of failure of iſſue male of the ſame marriage) and by ſuch ways and means, and at ſuch times as in the ſame releaſe are mentioned and expreſſed, with the laſt remainder in fee to the ſaid *Gregory Gale*, party hereto, and his heirs, as by the ſaid recited indentures, relation being thereunto reſpectively had, may (among divers powers, proviſoes, agreements, and other things in the ſame releaſe contained) more fully appear. **And whereas** there is now due and owing to *Winefred*, *Xantippe* and *Zara Gale* ſpinſters (the three unmarried ſiſters of the ſaid *Gregory Gale*, party hereto) the ſum of ſix hundred pounds a-piece for their portions, which were charged upon and made payable out of the premiſes in the ſaid county of Radnor, or ſome part thereof, in and by certain indentures of leaſe and releaſe, bearing date reſpectively the 17th and 18th days of June 1755, and made or mentioned to be made between the ſaid *Gregory Gale* deceaſed, of the one part, and *Amos Archer*, Eſquire, *Bryan Archer* and *Caleb Carr*, Eſquires, and *David Due*, Gentleman, of the other part. **And whereas** by indenture dated on or about the ſeventh day of June, 1764, part of the premiſes in the ſaid county of Radnor were demiſed, aſſigned, ratified and confirmed by the ſaid *Amos Archer* and the ſaid *Gregory*

An intended marriage recited, and indentures of leaſe and releaſe, and ſettlement,

wherein a jointure is provided for the intended wife in bar of dower.

Recital of an old charge in favour of ſiſters of the huſband,

and of a mortgage for years of part;

*Gregory Gale* party hereto, reſpectively, unto *Ezra Ellis*, of, &c. grocer, by way of mortgage for the term of ninety years, from the day next before the date of the ſame indenture, for ſecuring to him the ſaid *Ezra Ellis* the principal ſum of one thouſand two hundred pounds, and intereſt for the ſame, at the rate of five pounds *per cent. per annum*, at the days, and in manner in the ſame indenture mentioned; **And** by indentures of leaſe and releaſe dated reſpectively on or about the eleventh and twelfth days of September 1764, the ſame premiſes were conveyed and aſſured by the ſaid *Gregory Gale*, party hereto, unto and to the uſe of *Felix Fry* and *Guy Gee*, Gentlemen (both ſince deceaſed) their heirs and aſſigns, by way of mortgage in fee, in truſt for the ſaid *Ezra Ellis*, and for better ſecuring to him the ſaid one thouſand two hundred pounds and intereſt, upon which ſaid mortgages there is now due and owing to the ſaid *Ezra Ellis*, the ſum of one thouſand pounds principal money only, and no more. **And whereas** by indenture dated on or about the 28th day of February 1756, part of the ſaid premiſes in the ſaid county of Radnor, were demiſed and granted by the ſaid *Gregory Gale*, party hereto, unto *Harriot Hart*, of Moccat, aforeſaid, ſpinſter, from the day of the date of the ſame indenture, for the term of three hundred years, for ſecuring to her the principal ſum of two hundred pounds and intereſt for the ſame, at the rate aforeſaid, at the days, and in manner therein mentioned, which ſaid two hundred pounds is yet due and owing to her the ſaid *Harriot Hart*: **And whereas** by indenture dated on or about the ſixth day of November, 1767, part of the premiſes in the ſaid county of Norfolk were demiſed and granted by the ſaid *Gregory Gale*, party hereto, unto *Jerom Jell*, Gentleman, and *Kenelm Kirby*, innholder, from the day of the date of the ſame indenture, for the term of five hundred years, for ſecuring to the ſaid *Jerom Jell* and *Kenelm Kirby* the principal ſum of four hundred pounds and intereſt for the ſame, at the rate aforeſaid, at the days, and in the manner therein mentioned, which ſaid four hundred pounds is yet due and owing upon the ſame mortgage. **And whereas** by indenture dated on or about the 29th day of November 1765, part of the premiſes in the ſaid county of Norfolk were demiſed and granted by the ſaid *Gregory Gale*, party hereto, unto *Lucy Gale*, of, &c. ſpinſter, from the day of the date of the ſame indenture, for the term of three hundred years, without impeachment of waſte, for ſecuring to the ſaid *Lucy Gale* the principal ſum of three hundred pounds, and intereſt for the ſame, at the rate aforeſaid, at the days, and in manner therein mentioned, which ſaid three hundred pounds is yet due and owing upon the ſame mortgage: **All** which ſaid ſeveral principal ſums ſo due and owing, or charged upon the premiſes reſpectively as aforeſaid, do amount in the whole to the ſum of three thouſand ſeven hundred pounds. **And whereas** by indenture dated on or about the thirtieth day of November, 1740, made or mentioned to be made between *Mark Miles*, then of, &c. Eſquire, *Noah North* and *Owen Oſborn*, then both of, &c. merchants, of the one part, and *Peter Pegg*, then of, &c. merchant, of the other part; the ſaid *Noah North* and *Owen Oſborn*, truſtees of the ſaid *Mark Miles*, by his directions **did** for the conſiderations therein mentioned grant, bargain, ſell and leaſe unto the ſaid *Peter Pegg*, all thoſe the manors of Quenn and Rice, in the county of Surrey; **And all** that capital meſſuage then or then late in the tenure or occupation of *Thomas Treby*, Gentleman, and divers lands, grounds, and hereditaments, lying and being in the pariſhes of Quenn and Rice in the ſaid county of Surry, ſome or one of them, and in the ſame indenture particularly mentioned and deſcribed, and the advowſon and right of patronage of Uſn, with the appurtenances (except as in the ſame indenture is mentioned to be excepted;) **To hold** unto the ſaid *Peter Pegg*, his executors, adminiſtrators and aſſigns, for the term of one thouſand years, commencing from the date of the ſame indenture, under a proviſo to be void on payment of the ſum of ſix thouſand pounds principal money, and intereſt for the ſame, unto the ſaid *Peter Pegg*, his executors, adminiſtrators or aſſigns, at the days and times therein for that purpoſe expreſſed. **And whereas** the ſaid manors, capital meſſuage, advowſon, lands, hereditaments and premiſes, did afterwards by meſne aſſignments or otherwiſe, legally come to and veſt in the ſaid *Joan Joy* for all the reſidue of the ſaid term of one thouſand years therein, as a ſecurity for payment to her of the principal ſum of four thouſand pounds and intereſt for the ſame, at the rate of five pounds *per cent per annum*, as by indenture of four parts, dated the fifth day of December 1771, and made, or mentioned to be made between *Winefred Brown*, widow, (executrix of the laſt will and teſtament of *Xantippe Joy*, ſpinſter, deceaſed) of the firſt part; the ſaid *Kenrick Joy* of the ſecond part; *Zacheus Brown*, Eſquire, and *Xantippe* his wife, (one of the daughters of the ſaid *Kenrick Joy*) of the third part; and the ſaid *Joan Joy* (the other daughter of the ſaid *Kenrick Joy*) of the fourth part; and the ſeveral deeds, wills and writings in the ſame indenture recited, relation being thereunto had, may more fully appear; upon which ſaid ſecurity there is now due to the ſaid *Joan Joy* the ſum of four thouſand pounds, principal money, with an arrear of intereſt for the ſame. **And whereas** upon the treaty for the ſaid intended marriage, **It was agreed** by and between the ſaid *Gregory Gale*, party hereunto, and *Joan Joy*, that a competent part of the portion of the ſaid *Joan Joy* ſhould, previous to the ſaid intended marriage, be ſet apart and aſſigned unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, **In truſt** thereby and thereout to pay off and ſatisfy the ſaid ſum of three thouſand ſeven hundred pounds ſo due and owing upon the ſaid eſtate and premiſes compriſed in the ſaid firſt recited indentures of leaſe and releaſe and ſettlement, or ſome part or parts thereof as aforeſaid, and all intereſt due and to grow due for the ſame. **And whereas** by deed poll under the hand and ſeal of the ſaid *Joan Joy*, bearing even date herewith, and indorſed on the ſaid indenture, of the firſt day of December 1771, ſhe the ſaid *Joan Joy*, in purſuance of the ſaid recited agreement, and with the privity and conſent of the ſaid *Gregory Gale* (teſtified by his being a party to, and his ſealing and delivery of theſe preſents) **hath** granted, aſſigned and ſet over unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their executors, adminiſtrators and aſſigns, all and every the ſaid manors, capital meſſuage, advowſon, lands, hereditaments and premiſes in the ſaid county of Surrey, and all her eſtate, right, title, intereſt, term and terms for years, claim and demand whatſoever at law and in equity, of, in, to or out of the ſame premiſes, every or any part thereof; **And alſo** the ſaid ſum of four thouſand pounds principal money, and all intereſt due and to grow due for the ſame; To hold the ſame manors, capital meſſuages, lands, hereditaments and premiſes in the ſaid county of Surrey, with their appurtenances, unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their executors, adminiſtrators and aſſigns, from thenceforth, for the reſidue of the ſaid term of one thouſand years therein, ſubject to ſuch equity of redemption as the ſame premiſes were ſubject unto, in the hands of her the ſaid *Joan Joy*, and to hold, receive, take and enjoy the ſaid ſum of four thouſand pounds principal money, and all intereſt due and to grow due for the ſame, every or any part thereof, and all the benefit thereof, unto the ſame truſtees, their executors, adminiſtrators and aſſigns, with full power and authority to aſk, demand, ſue for, recover and receive the ſame,

and of a mortgage in fee of the ſame;

and of a mortgage for years of other part;

and of a mortgage for years of other part;

and of a mortgage for years of other part.

A mortgage-term of other lands recited.

which by meſne aſſignments is come to the intended wife.

upon which a certain ſum now remains due.

Agreement recited how to apply the portion,

and a deed-poll indorſed on the deed of aſſignment, whereby ſhe (with the privity of the intended huſband) aſſigned her mortgage-term to truſtees.

ſame, and every or any part thereof, as by the ſaid deed-poll, relation being thereunto had, may appear. **Now this Indenture witneſſeth**, and in conſideration of the ſaid intended marriage and marriage portion, and in purſuance of the ſaid recited agreement for paying off the ſaid ſum of three thouſand ſeven hundred pounds ſo due and owing upon the ſaid eſtate and premiſes comprized in the ſaid firſt recited indentures of leaſe and releaſe and ſettlement as aforeſaid, and all intereſt due and to grow due for the ſame, **It is hereby declared and agreed**, by and between all the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, and particularly the ſaid *Gregory Gale* and *Joan* his intended wife do hereby declare and agree, **That** the ſaid manors, lands, hereditaments and premiſes in the ſaid county of Surry, and the ſaid ſum of four thouſand pounds principal money, and the intereſt due and to grow due for the ſame, and other the premiſes ſo aſſigned or mentioned to be aſſigned by the ſaid *Joan Joy* unto the ſaid truſtees, the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their executors adminiſtrators and aſſigns as aforeſaid, **Are** and were ſo aſſigned to them, **Upon the truſts** and for the purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; *(that is to ſay,)* **In truſt** for the ſaid *Joan Joy*, her executors and adminiſtrators, until the ſaid intended marriage ſhall be had and ſolemnized; and from and after the ſolemnization thereof, **Then upon truſt** that the ſame truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, ſhall and do forthwith, or ſo ſoon as conveniently may be, call, get in and receive the ſaid ſum of four thouſand pounds principal money ſo due and owing to her the ſaid *Joan Joy* as aforeſaid, and all intereſt due and to grow due for the ſame, and ſhall and do thereby and thereout, in the firſt place, reimburſe themſelves reſpectively all ſuch coſts, charges and expences as they reſpectively, or any of them ſhall ſuſtain, expend or be put unto, in or about the truſts hereby in them repoſed, or the performance or execution thereof; **And** ſhall and do in the next place, by and out of the ſame principal monies and intereſt pay off, ſatisfy and diſcharge the ſaid ſum of three thouſand ſeven hundred pounds principal money ſo due and owing upon the ſaid eſtate and premiſes comprized in the ſaid firſt recited indentures of leaſe and releaſe and ſettlement as aforeſaid, every or any part thereof, and all intereſt now due and to grow due for the ſame, or any part thereof; **And thereupon** the ſaid ſeveral terms for years of and in the ſame premiſes reſpectively are to be, and ſhall be aſſigned to truſtees to be for that purpoſe named, for all the then reſidue of the ſame reſpective terms, *in truſt* to attend and wait upon the freehold and inheritance of the ſame premiſes, and to be ſubſervient to the uſes, truſts and eſtates thereof limited, or mentioned to be limited in and by the ſaid laſt mentioned indenture of releaſe and ſettlement; **And alſo** thereupon the premiſes comprized in the ſaid indentures of leaſe and releaſe of the eleventh and twelfth days of September, 1764, are to be, and ſhall be conveyed and aſſured by the heir or heirs at law of the ſurvivor of them the ſaid *Felix Fry* and *Guy Gee*, unto truſtees to be for that purpoſe named, and their heirs, **To the uſes**, upon the truſts, and under and ſubject to the proviſoes and agreements in and by the ſaid indenture of releaſe and ſettlement bearing even date herewith, mentioned, expreſſed and declared of and concerning the ſame, or as near thereto as may be; and ſhall and do in the laſt place pay over all the then reſidue and overplus of the ſaid ſum of four thouſand pounds principal money, and the intereſt due and to grow due for the ſame, if any be, (over and above what ſhall be applied for the purpoſes aforeſaid) unto him the ſaid *Gregory Gale*, party hereto, his executors, adminiſtrators or aſſigns, to and for his and their own uſe and benefit. **In Witneſs**,, &c.

Declaration, agreement and direction by the intended huſband and wife to apply her mortgage-money in paying the incumbrances affecting his eſtates in the ſettlement,

with proper directions and powers to the truſtees.

To receive principal money and reimburſe themſelves.

And pay off intereſt.

Terms to be aſſigned to truſtees to attend the inheritance.

*(Horſeman.)*

## *Appointment by a Widow of Lands, &c. to her Aunt, purſuant to a Power of Revocation and new Limitation.*

**THIS Indenture**, &c. **Between** Dame *M. M.* of, *&c.* widow, of the one part, and *F. N.* ſpinſter, (aunt of the ſaid Dame *M. M.*) of the other part. **Whereas**, by indenture *tripartite* of releaſe, bearing date the 28th day of November now laſt paſt, and made or mentioned to be made between the ſaid *F. N.* of the firſt part, the ſaid Dame *C. M.* of the ſecond part, and *B. P.* of the third part, *reciting* indentures of leaſe and releaſe, bearing date, *&c.* then and now laſt paſt, and made between *W. A.* Eſquire, of the one part, and the ſaid *F. N.* of the other part, whereby the ſaid *W. A.* (in conſideration of one thouſand four hundred pounds to him paid by the ſaid *F. N.* has abſolutely releaſed and conveyed unto and to the uſe of the ſaid *F. N.* and her heirs, **All that**, &c. *And further reciting (inter alia)* that the ſaid ſum of one thouſand four hundred pounds in the ſaid therein recited indenture of releaſe mentioned to be paid by the ſaid *F. N.* was not her money, *and* that the ſame was the proper money of the ſaid Dame *C. M. and* that previous to the conveying the ſaid premiſes to the ſaid *F. N.* it hath been by her and the ſaid Dame *C. M.* mutually agreed, ſhould be by the ſaid *F. N.* conveyed to the ſaid *B. P.* upon the truſts therein and herein after mentioned, *It is by the ſaid indenture* tripartite *witneſſed*, and the ſaid *F. N.* did thereby agree and declare, that the name of her the ſaid *F. N.* was uſed in the ſaid indenture of leaſe and releaſe, at and by the nomination and appointment of the ſaid Dame *C. M.* upon the truſts therein and herein after expreſſed: *And it is by the ſaid indenture* tripartite *further witneſſed*, and for the conſiderations therein mentioned, ſhe the ſaid *F. N.* by and with the conſent, direction and appointment of the ſaid Dame *C. M.* did ſell, releaſe and confirm unto the ſaid *B. P.* the ſaid piece of ground, *&c.* and all and ſingular other the hereditaments and premiſes by the ſaid therein recited indentures of leaſe and releaſe, conveyed unto and to the uſe of the ſaid *F. N.* and her heirs, with the appurtenances, *To hold* the ſaid premiſes unto the ſaid *B. P.* and his heirs, to the uſes following, *viz.* In truſt to permit and ſuffer the ſaid Dame *C. M.* and her aſſigns, to receive and take the rents, iſſues and profits of the thereby releaſed premiſes, to and for her and their own uſe and benefit, for and during the term of her natural life; and from and after her deceaſe, then in truſt to permit and ſuffer the ſaid *F. N.* and her aſſigns, to receive and take the rents, iſſues and profits of the ſaid premiſes, to and for her and their own uſe and benefit, for and during the term of her natural life; and from and immediately after the death of the ſurvivor of them the ſaid Dame *C. M.* and *F. N.* then in truſt for ſuch perſon and perſons, and to and for ſuch uſe and uſes, truſts, intents and purpoſes, and with and under ſuch conditions, and in ſuch manner and form as the ſaid Dame *C. M.* by any deed or writing with or without power of revocation, or by her laſt will and

Recital as to a conveyance to truſtees.

As to a purchaſe therein recited made to Mrs. *N.*

Releaſe to the truſtee.

Truſts, &c.

and teſtament in writing, to be by her duly executed in the preſence of, and atteſted by two or more credible witneſſes, ſhould limit, direct or appoint touching or concerning the ſame; and for want of ſuch direction, limitation or appointment, then to the uſe and behoof of the ſaid Dame *C. M.* her heirs and aſſigns for ever; and to and for, *&c.* as in and by the ſaid in part recited indenture *tripartite*, and as therein is recited (relation being thereunto had) more fully may appear: **Now this Indenture witneſſeth**, That the ſaid Dame *C. M.* (for good conſiderations her thereunto moving) by this her preſent deed in writing, duly executed and atteſted by three credible witneſſes whoſe names are hereupon indorſed as witneſſes hereunto, and by virtue of the ſaid power in the ſaid recited indenture *tripartite* contained, and of all and every other powers whatſoever enabling her in that behalf, **Hath** revoked, determined and made void, and by theſe preſents ſhe the ſaid Dame *C. M.* **Doth** fully, clearly and abſolutely revoke, determine and make void the uſe and eſtate in and by the ſaid recited indenture *tripartite* limited after the death of the ſurvivor of them the ſaid Dame *C. M.* and *F. N.* (of and in the ſaid premiſes) unto the ſaid Dame *C. M.* her heirs and aſſigns for ever: **And this Indenture further witneſſeth**, that ſhe the ſaid Dame *C. M.* in conſideration of the natural love and affection, and great reſpect which ſhe hath for and beareth to her aunt the ſaid *F. N.* and for divers other good cauſes and valuable conſiderations her thereunto eſpecially moving, ſhe the ſaid Dame *C. M.* (by virtue of and in further execution of the ſaid power ſo to her given and reſerved, in and by the ſaid indenture *tripartite*, and of all and every other power and powers whatſoever enabling her thereunto) **Hath** limited, directed and appointed, and by this her ſaid preſent deed or writing, by her ſealed and executed in the preſence of the ſaid three credible witneſſes (whoſe names are hereon indorſed) ſhe the ſaid Dame *C. M.* **Doth** limit, direct and appoint that the ſaid piece of ground, *&c.* compriſed in and conveyed by the ſaid recited indenture *tripartite* to the ſaid *B. P.* and his heirs, upon the ſeveral truſts therein and herein before mentioned, ſhall from henceforth go and be to and for the ſeveral uſes following, *viz.* **To the uſe** and behoof of the ſaid Dame *C. M.* and her aſſigns, for and during the term of her natural life; and from and immediately after her death, then **To the only uſe** and behoof of the ſaid *F. N.* her heirs and aſſigns for ever, and to, for or upon no other uſe, truſt, intent or purpoſe whatſoever. **Provided always**, &c. (*Power of revocation*, ſee Tit. **Proviſoes.**) **In witneſs**, &c.

Power of revocation.

New uſes, &c. appointed.

(*Wood.*)

*Appointment by a Huſband, of Lands, after his and his Wife's Death, to the Uſe of all their Children (except the eldeſt Son) as Tenants in Common in Tail General, with croſs Remainders; Remainder to the eldeſt Son in Tail; Remainder to the Father in Fee, with a Proviſo that if a younger Son becomes the eldeſt alive, his Share ſhall go amongſt the Reſt of the Children.*

*By Indorſement.*

**Know all men**, &c. That I the within named *J. C.* by force and virtue of the power and authority to me in that behalf given or reſerved in and by the within written indenture, and of all other powers and authorities enabling me thereunto, **Do** by this my writing, under, *&c.* teſtified, *&c.* direct, limit and appoint **All**, *&c.* in and by the within written indenture granted and releaſed, or mentioned, *&c.* with their, *&c.* from and immediately after the ſeveral deceaſes of me the ſaid *J. C.* and *A.* my now wife, to, and **To the uſe** and behoof of all and every the children (whether ſons or daughters) of me the ſaid *J. C.* by the ſaid *A.* my wife born or to be born (except the eldeſt or only ſon for the time being of me and my ſaid wife) to be equally divided between them, ſhare and ſhare alike, as tenants in common, and not as joint tenants, and the heirs of their reſpective bodies of all and every the ſaid children lawfully iſſuing, (except of ſuch eldeſt or only ſon); **And** if one or more of ſuch children ſhall happen to die without iſſue, then as to the ſhare or ſhares of him, her or them ſo dying without iſſue, to, and **To the uſe** of the ſurvivors or others of them (except as aforeſaid) ſhare and ſhare alike, and to the heirs of their reſpective bodies iſſuing (except as aforeſaid); **And** if all ſuch children but one ſhall happen to die without iſſue, or if there ſhall be but one ſuch child beſides an eldeſt or only ſon, then to, and **To the uſe** of ſuch only child and the heirs of his or her body iſſuing; **And** for default of ſuch iſſue, then to, and **To the uſe** of ſuch elder or only ſon of me by my ſaid wife, and the heirs of his body iſſuing: **And** for default of ſuch iſſue, then to, and **To the uſe** of me the ſaid *J. C.* and of my heirs and aſſigns for ever. **Provided always**, that if any younger ſon of me by my ſaid wife ſhall by the death of an elder without iſſue become an elder or only ſon, then and in ſuch caſe, and ſo often the ſhare or ſhares of ſuch younger ſon ſo becoming an elder or only ſon, ſhall be, go and remain to and amongſt the reſt of my ſaid children, and the heirs of their reſpective bodies, in like manner as if ſuch younger ſon becoming an elder or only ſon had been actually dead without iſſue; any thing, *&c.* (*A power to revoke and declare new uſes. See* Tit. **Proviſoes.**) **In Witneſs**, &c.

*Appointment by a Feme Covert, to Truſtees of Mortgage Money received, to be laid out in a new Mortgage, to the Uſes in Marriage Articles.*

**Whereas**, &c. (*Recital of marriage articles, (therein reciting (inter alia) a marriage intended between Lord* K. *and* A. D. *and that* N. W. *and* T. E. *were poſſeſſed of a mortgage aſſigned to them for ſecuring one thouſand pounds, and intereſt, in truſt for the now Lady* A. K.) *whereby Lord* K. *covenanted, that* T. E. *and* J. E. *ſhould ſtand poſſeſſed in the one thouſand pounds, in truſt to pay the ſame to Lady* A.*'s ſeparate uſe, with a power for her to make an appointment for the ſame.*) **And whereas** the ſaid Lady *A. K.* had received all the intereſt of the ſaid one thouſand pounds until the day of the date hereof, and the ſaid *R. B.* hath alſo paid in the ſaid one thouſand pounds principal money; **Now know all men** by theſe preſents, that I the ſaid Lady *A. K.* **Do** hereby direct and appoint the ſaid *T. E.* and *J. E.* to pay five hundred pounds, part of the above mentioned ſum of one thouſand pounds, unto, *&c.* and the ſum of five hundred

Marriage articles reciting mortgage, &c.

Power to appoint.

Money paid.

Appointment.

hundred pounds more, reſidue thereof, to, &c. upon a mortgage by him made, or to be made, to them for ſecuring the repayment thereof with intereſt; but *upon the like truſts* for me, as in the ſaid articles are contained: And I do hereby declare that ſuch payments to the ſaid, &c. ſeverally, with each of their receipts reſpectively therefore, ſhall be as effectual and as full diſcharges, as if the ſaid one thouſand pounds were actually paid to, and received by myſelf with my own hands. In witneſs, &c.

Declaration.

*An Appointment by a Father, that Money due to him from his Son-in-Law, ſhall be taken as Part of one of his Daughter's Share of a reſiduary Eſtate which the Father had ſettled in Truſt for all his Daughters.*

Recital that the father has lent money to the ſon-in-law,

and that he has formerly ſettled his reſiduary eſtate in truſt for this and other daughters;

and that in caſe of non-payment of the money lent, his reſiduary eſtate will be diminiſhed, which he would prevent.

He therefore directs that the money which the ſon-in-law ſhall owe him, ſhall be charged upon this daughter's ſhare of the reſiduary eſtate.

TO all to whom theſe preſents ſhall come, *Abel Aſh* of Alton in the county of Surry, Eſquire, ſendeth greeting. Whereas at the inſtance and requeſt of *John Jones*, Eſquire, and *Hannah* his wife (daughter of the ſaid *Abel Aſh*) or one of them, he the ſaid *Abel Aſh* hath at ſeveral times lent and advanced to or for the benefit or uſe of the ſaid *John Jones*, upon note or order under his hand or otherwiſe, divers conſiderable ſums of money, which are yet due and owing to him the ſaid *Abel Aſh*; and may hereafter advance and lend more monies to him or for his uſe and benefit. And whereas he the ſaid *Abel Aſh* hath ſometime ſince ſettled the reſidue and overplus of his real and perſonal eſtate upon truſtees for the benefit of his ſaid daughter *Hannah*, and his other daughters, and their reſpective iſſue. And in caſe the ſaid ſeveral ſums of money ſo lent and advanced, or hereafter to be lent and advanced, to or for the uſe of the ſaid *John Jones* as aforeſaid, ſhould happen not to be repaid to the ſaid *Abel Aſh* in his life-time, or to his truſtees and executors, immediately upon and after his deceaſe, the reſpective parts and ſhares of his ſaid other daughters and their reſpective iſſue, of and in the ſaid reſidue and overplus of his ſaid real and perſonal eſtate, will be leſſened and prejudiced, which he the ſaid *Abel Aſh* is willing and deſirous to prevent. Now therefore theſe preſents witneſs, and the ſaid *Abel Aſh* doth hereby expreſsly order, direct and declare, that all ſuch ſum and ſums of money, as the ſaid *John Jones* now doth, or hereafter ſhall owe unto the ſaid *Abel Aſh*, at the time of his the ſaid *Abel Aſh*'s deceaſe, and which ſhall not be paid and made good unto the eſtate of the ſaid *Abel Aſh* in his life-time, or immediately upon and after his deceaſe, by the ſaid *John Jones*, his heirs, executors or adminiſtrators, with lawful intereſt for the ſame, from the death of the ſaid *John Jones*, ſhall be deemed, accepted and taken as ſo much of the part and ſhare of the ſaid reſidue and overplus of the ſaid *Abel Aſh*'s eſtate, as is by him ſettled or appointed, to or for the benefit of or in truſt for the ſaid *Hannah* his daughter or her children, it being the expreſs will and intention of him the ſaid *Abel Aſh*, that his ſaid other daughters or their children, or any of them, ſhould in no wiſe be prejudiced or ſuffer, or their reſpective parts and ſhares of the ſaid reſidue and overplus of his ſaid eſtate ſhould be leſſened or impaired, by reaſon or means of any ſuch loan or loans, made or to be made, to or for the benefit of the ſaid *John Jones* as aforeſaid; but that all loſs and damage thereby occaſioned to the ſaid eſtate of the ſaid *Abel Aſh* ſhould wholly fall upon the part and ſhare of the ſaid *Hannah* his daughter and her children of and in the ſame eſtate, and be accordingly born and ſuſtained by her and them only; (any thing in the ſaid ſettlement of the ſaid *Abel Aſh*'s reſidue and overplus of his ſaid real and perſonal eſtate contained to the contrary notwithſtanding.) In Witneſs, &c.

(*Horſeman.*)

*Appointment of a Jointure (purſuant to a Power in a Will) by the intended Huſband, after his Death, for his Wife for Life; and a Demiſe to Truſtees for a Term of Years, of the Premiſes appointed for ſecuring an Annuity for her ſeparate Uſe; and a Charge on Lands to provide for Daughters, and a Covenant (purſuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Huſband to make a Releaſe, and to ratify Partitions of an Eſtate.*

Parties.

Recitals.

A decree.
Intended marriage.
In conſideration of marriage portion,

and for making ſettlement and jointure.

The huſband makes an appointment of lands, &c.

of the value of 500l. *per ann.*

THIS Indenture Tripartite made, &c. Between *Ambroſe Barton* of, &c. grandſon of Sir *Bertie Barton* late of, &c. deceaſed, of the firſt part, *Charles Day* of, &c. and *Daniel Ely* of, &c. of the ſecond part, and *Edward Fry* of, &c. and *Fanny Fry*, ſpinſter, one of the daughters of the ſaid *Edward Fry*, of the third part. Whereas, &c. (*Recital of the grandfather's will, whereby he deviſes to his grandſon* A. B. *his lands for life*, ſans waſte; *remainder to truſtees to preſerve contingent remainders*; *remainder to the firſt and other ſons in tail male with power to make a jointure in proportion to the wife's portion*, &c. *and of a decree in Chancery, whereby the will was eſtabliſhed*); And whereas a marriage is intended, &c. between the ſaid *A. B.* and *F. F.* Now this Indenture witneſſeth, That in conſideration of the ſaid intended marriage, and of the ſum of ſix thouſand pounds of, &c. to the ſaid *A. B.* in hand, &c. by the ſaid *E. F.* in full for the marriage portion of the ſaid *F. F.* his daughter, the receipt and payment of which ſaid ſum of ſix thouſand pounds accordingly, he the ſaid *A. B.* doth acknowledge, and thereof, &c. doth acquit, &c. the ſaid *E. F.* his, &c. and for making ſuch ſettlement, jointure and proviſion of maintenance for the ſaid *F. F.* (in caſe ſhe ſhall, after the ſaid intended marriage had, happen to ſurvive and over-live the ſaid *A. B.* her intended huſband,) as he the ſaid *A. B.* is empowered and enabled to make by virtue of and according to the true intent and meaning of the ſaid recited will of the ſaid Sir *B. B.* He the ſaid *A. B.* purſuant to, and by force and virtue of the ſaid power and authority to him given, for making or limiting ſuch jointure as aforeſaid, and of all and every other power and powers, authority and authorities, to him in that behalf given, or any ways enabling him thereunto, hath granted, ſettled, directed, limited and appointed, and by, &c. doth grant, &c. unto and upon the ſaid *F. F.* his intended wife, All that, &c. in the tenure, &c. all which ſaid herein before granted, &c. meſſuages, &c. now are, or late were in the ſeveral tenures, poſſeſſions or occupations of the ſeveral tenants herein before named, or their ſeveral aſſignees, leſſees or undertenants, or of ſome other perſons as tenants to him the ſaid *A. B.* at and under the ſeveral yearly rents herein before particularly mentioned, or ſome other yearly rents, amounting in the whole to the yearly ſum of five hundred pounds or thereabouts, and

and are part and parcel of the real eſtate late of the ſaid Sir *B. B.* whereof he the ſaid *A. B.* is now in the actual poſſeſſion by virtue of, or under the ſaid in part recited will, and are ſuch part of the ſaid eſtate late of the ſaid Sir *B. B.* as is not, nor will be neceſſary for the performance of the truſts in his ſaid will, (the reſidue and remainder of the freehold, copyhold and leaſehold eſtates late of the ſaid Sir *B. B.* included and compriſed in his ſaid will, and thereby ſubjected to the ſaid truſts, being much more than will be neceſſary and ſufficient for the performance of the ſame truſts) and alſo all yearly and other rents, *&c.* of the ſaid meſſuages, *&c.* herein before granted, *&c.* as aforeſaid or mentioned, *&c.* and every of them, and of every part and parcel thereof; **To have and to hold** the ſaid meſſuages, *&c.* hereby, or mentioned or intended to be hereby granted, *&c.* as aforeſaid, with their and every of their appurtenances, unto and to the uſe and behoof of the ſaid *F. F.* and her aſſigns, for and during the term of her natural life for her jointure, to commence in poſſeſſion from and immediately after the deceaſe of him the ſaid *A. B.* her intended huſband, (in caſe the ſaid intended marriage ſhall take effect, and ſhe ſhall happen to ſurvive him,) and to be in lieu, bar and ſatisfaction of the dower and thirds at common law, which ſhe the ſaid *F. F.* can or may have or claim of, in, to or out of all and every or any of the manors, *&c.* of the ſaid *A. B.* her intended huſband, or whereof or wherein he or any perſon or perſons in truſt for him now is, or at any time hereafter during the ſaid intended coverture ſhall be ſeiſed of any eſtate of freehold or inheritance. **And this Indenture further witneſſeth,** That in conſideration of the ſaid intended marriage and marriage portion, and of the great love and affection which he the ſaid *A. B.* hath and beareth unto the ſaid *F. F.* his intended wife, and of the ſum of ten ſhillings of, *&c.* to him in hand paid by the ſaid *C. D.* and *D. E.* at, *&c.* the receipt, *&c.* he the ſaid *A. B.* **hath** granted, bargained, ſold and demiſed, and by, *&c.* **doth,** *&c.* unto the ſaid *C. D.* and *D. E.* their executors, adminiſtrators and aſſigns, **All** and every the ſaid meſſuages, *&c.* herein before granted, ſettled, limited and appointed, unto and upon the ſaid *F. F.* for her life, for her jointure as aforeſaid, with their and every of their appurtenances, and the reverſion, *&c.* **To have and to hold** the ſaid meſſuages, *&c.* unto the ſaid *C. D.* and *D. E.* their executors, *&c.* from the day next before the day of the date of theſe preſents, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *A. B.* and *F.* his intended wife ſhall both of them ſo long jointly live; **Upon the Truſts,** and to and for the intents and purpoſes, and under and ſubject to the proviſo and agreement herein after mentioned, expreſſed and declared of and concerning the ſame term, (that is to ſay) in truſt for the ſaid *A. B.* and his aſſigns, until the ſolemnization of the ſaid intended marriage; and from and after the ſolemnization thereof, then upon truſt, and to the intent and purpoſe that they the ſaid *C. D.* and *D. E.* and the ſurvivor of them, his executors, *&c.* ſhall and do yearly and every year, by and out of the rents, iſſues and profits of the ſaid meſſuages, *&c.* ſo demiſed, or mentioned to be demiſed as aforeſaid, pay or cauſe to be paid by four equal quarterly payments, on the four moſt uſual feaſts or days of payment in the year, (that is to ſay,) *&c.* free, *&c.* the ſeveral yearly ſums of money, and for the ſeveral and reſpective times next herein after mentioned, (that is to ſay) the yearly ſum of one hundred and twenty pounds of, *&c.* until the feaſt day of, *&c.* which ſhall be in the year, *&c.* (if they the ſaid *A. B.* and *F.* his intended wife ſhall both of them ſo long live) and then and from thenceforth, and from and after the ſaid feaſt day of, *&c.* the yearly ſum of two hundred and fifty pounds of, *&c.* for and during the joint lives of them the ſaid *A. B.* and *F.* his intended wife, both the ſaid yearly ſums to be paid into the proper hands of her the ſaid *F. F.* or to ſuch perſon or perſons, and for ſuch uſes and purpoſes as ſhe, without the ſaid *A. B.* by any note or writing under her hand, ſhall from time to time, notwithſtanding her coverture, direct or appoint; the ſame to be for her own ſole and ſeparate uſe and benefit, excluſive of the ſaid *A. B.* and not to be liable or ſubject to his controul, debts or incumbrances, but to be diſpoſed of by her for her clothes, and ſuch other uſes and purpoſes as ſhe ſhall think fit; and her receipt, or the receipts of the perſon or perſons to whom ſhe ſhall appoint the ſaid monies to be paid as aforeſaid, under her or their reſpective hand or hands, ſhall from time to time, notwithſtanding her coverture, be ſufficient diſcharges to the perſon or perſons who ſhall ſo pay the ſame, for ſo much of the ſaid ſeveral yearly ſums for which ſuch receipts ſhall be given; the firſt payment of the ſaid yearly ſum of one hundred and twenty pounds to begin and be made on ſuch of the ſaid feaſts or days of payment as ſhall firſt and next happen after the ſolemnization of the ſaid intended marriage; and the firſt payment of the ſaid yearly ſum of two hundred and fifty pounds to begin and be made on the feaſt-day of the, *&c.* **And upon this further Truſt,** that they the ſaid *C. D.* and *D. E.* and the ſurvivor of them, his, *&c.* ſhall and do permit and ſuffer the ſaid *A. B.* and his aſſigns, during the continuance of the ſaid term of ninety-nine years, (determinable as aforeſaid) to receive and take the reſidue and overplus of the rents and profits of the ſame meſſuages, *&c.* (over and above ſo much thereof as ſhall from time to time be ſufficient to ſatisfy and pay the ſaid ſeveral yearly ſums of one hundred and twenty pounds and two hundred and fifty pounds as the ſame ſhall reſpectively become due and payable as aforeſaid) to and for his and their own uſe and benefit. **And this Indenture further witneſſeth,** That in conſideration of the ſaid intended marriage and marriage portion, and for other the conſiderations aforeſaid, and for making ſuch proviſion for the daughter and daughters of the ſaid *A. B.* (in caſe he ſhall not have iſſue male, and only a daughter or daughters) as he is in that caſe authoriſed and empowered to make for the ſame daughter or daughters, by force and virtue of the ſaid recited will, he the ſaid *A. B.* purſuant to, and by force and virtue of the ſaid recited power and authority to him given for making ſuch proviſion for his daughter or daughters, (on failure of his iſſue male as aforeſaid,) and of all and every other power and powers, authority and authorities to him in that behalf given, or any ways enabling him thereunto, **doth** by theſe preſents charge and ſubject all and every the manors, *&c.* late of him the ſaid *B. B.* in, *&c.* and which in and by his ſaid recited will were deviſed, or mentioned to be deviſed as aforeſaid, with their and every of their appurtenances, (ſubject and without prejudice nevertheleſs to the ſaid jointure and eſtate for life of her the ſaid *F. F.* of and in the ſaid meſſuages, *&c.* herein before limited to her for her life as aforeſaid, and alſo ſubject to the truſts in the ſaid recited will of him the ſaid Sir *B. B.* which are yet unperformed, and without prejudice to the performance of the ſame truſt, according to the true intent and meaning of the ſaid will) with and to the payment thereout of the full ſum of eight thouſand pounds of, *&c.* for the portion and portions of all and every the daughter and daughters of him the ſaid *A. B.* the ſame to be raiſed, levied and paid within the ſpace of three calendar months next after his deceaſe and failure of all iſſue male of his body, by demiſe, ſale or mortgage of the ſaid manors, *&c.* or of a competent part or parts thereof, or otherwiſe, as ſhall be found neceſſary and expe-

which were part of Sir *B. B.*'s real eſtate, but not ſubject to the truſts in his will.

To the wife for life after the huſband's death.

Demiſe to truſtees of the ſame premiſes for 99 years.

Upon truſt.

After the marriage to pay the wife an annuity for her ſeparate uſe,

and her receipt to be ſufficient.

And upon truſt to permit the huſband to take the reſidue of the profits.

Charge of lands to provide for daughters,

without prejudice to the jointure, and ſubject to the truſts in the will.

dient, and to be thereupon forthwith paid or payable in manner following, (that is to ſay) if but one ſuch daughter, then the ſaid whole ſum of eight thouſand pounds to be forthwith paid, or payable to ſuch only daughter; and if two or more ſuch daughters, then the ſaid ſum of eight thouſand pounds to be forthwith paid or payable unto and equally divided amongſt all the ſame daughters, ſhare and ſhare alike; and in caſe any of ſuch daughters ſhall happen to die before ſhe or they ſhall attain the age of twenty-one years, or be married, then the portion or portions, or ſhare or ſhares of her or them ſo dying, ſhall go and remain unto the ſurvivor or ſurvivors of them, ſhare and ſhare alike. *(The huſband covenants that he has power to make ſuch appointment and charge, and that his wife ſhall peaceably enjoy, free from incumbrances; to make further aſſurances, and that the jointure lands are of a certain yearly value.* See Tit. **Covenants.**) **And whereas** by agreement between the ſaid *E. F.* and *A. B.* made previous hereunto, and in proſpect and conſideration of the ſaid intended marriage, the ſaid ſum of ſix thouſand pounds ſo paid to the ſaid *A. B.* by the ſaid *E. F.* for and as in full for the marriage portion of the ſaid *F. F.* his daughter, is and was ſo by him paid in lieu, diſcharge and full ſatisfaction of and for all ſuch part, ſhare, intereſt, claim and demand, as ſhe the ſaid *F. F.* at preſent has, of, in, to or out of all and every, or any part of the perſonal eſtate late of *C. D.* and *D. D.* (the late grandfather and grandmother of her the ſaid *F. F.* both deceaſed) or either of them, and of and for all legacies and bequeſts made or given to or for the benefit of her the ſaid *F. F.* by the ſaid *C. D.* and *D. D.* or either of them, in and by their ſeveral and reſpective laſt wills and teſtaments, or any codicil or codicils to either of the ſaid wills, (except only ſuch part, ſhare, right, benefit or expectancy, as ſhall or may hereafter come or accrue to her the ſaid *F.* or to the ſaid *A. B.* in her right, or to their children, from the ſaid perſonal eſtates, or either of them, by ſurviviorſhip): **Now therefore this Indenture further witneſſeth,** that in purſuance of the ſaid laſt recited agreement, and in conſideration of the ſaid intended marriage and marriage portion, the ſaid *A. B.* **Doth** hereby for himſelf, his heirs, *&c.* covenant, promiſe and agree, to and with the ſaid *E. F.* and *E.* his wife, and each of them, their and each of their heirs, *&c.* in manner following, (that is to ſay,) That he the ſaid *A. B.* his, *&c.* ſhall and will, at any time or times after the ſolemnization, *&c.* at the requeſt, coſts and charges of the ſaid *E. F.* and *E.* his wife, or either of them, their or either of their, *&c.* legally and effectually releaſe and diſcharge all ſuch part, ſhare, intereſt, claim and demand, as ſhe the ſaid *F. F.* at preſent has, of, in, to or out of all and every, or any part of the ſaid perſonal eſtates late of the ſaid *C. D.* and *D. D.* or either of them; and alſo all legacies and bequeſts made or given to or for the benefit of her the ſaid *F. F.* by the ſaid *C. D.* and *D. D.* or either of them as aforeſaid, (**Except** only ſuch part, ſhare, right, benefit or expectancy, as ſhall or may hereafter accrue to her the ſaid *F. F.* or to the ſaid *A. B.* in her right, or their children, from the ſame perſonal eſtates, or either of them, by ſurvivorſhip). **And alſo** that he the ſaid *A. B.* his heirs, *&c.* ſhall and will, at any time or times after the ſolemnization of, *&c.* at the like requeſt, *&c.* of the ſaid *E. F.* and *E.* his wife, or either, *&c.* their, *&c.* as aforeſaid, ratify and confirm, or do any legal and reaſonable act, matter or thing whatſoever, for the eſtabliſhing, ratifying, making good and confirming all ſuch diviſions, partitions, or diſpoſitions, as have been made by and between the ſaid *E. F.* and the executors of the ſaid *C. D.* and *D. D.* or either of them, of the eſtates late of them the ſaid *C. D.* and *D. D.* or either of them, and all deeds, tranſactions, matters and things which have been made, done, or executed by the ſaid *E. F.* and the ſaid executors, in order to any ſuch diviſion, partition or diſpoſition as aforeſaid. **In witneſs,** &c.

*(Cooper.)*

Covenants.

Recital of agreement, that the lady's portion is to be in ſatisfaction of ſome other demands on account of legacies, *&c.*

The huſband covenants

to make a releaſe accordingly after marriage, except expectancies by ſurvivorſhip; and to ratify partitions, *&c.* of her grandfather and grandmother's eſtate.

## *Appointment to the Tuition of an Infant (by the Father.)*

**Know,** &c. That I *J. A.* of, *&c.* **Have** appointed, committed and diſpoſed, and by theſe preſents **Do,** &c. unto *P. B.* of *&c.* the cuſtody, tuition and education of my ſon *R. B.* from and immediately after my deceaſe, until my ſaid ſon ſhall attain his age of twenty-one years; and if it ſhall happen that the ſaid *P. B.* dies before me, or before my ſaid ſon attains his age of twenty-one years, then and in ſuch caſe I do appoint, commit and diſpoſe unto *T. D.* of, *&c.* the cuſtody, tuition and education of my ſaid ſon after my deceaſe and the deceaſe of the ſaid *P. B.* until my ſaid ſon attains his age of twenty-one years; and do requeſt and deſire the ſaid *T. B.* to take upon him that trouble, for the good of my ſaid ſon.

## *Appointment by an Infant of a Guardian of his Perſon and Eſtate, with Power to let Lands,* &c.

**Know all people** by theſe preſents, that I *A. B.* ſon and heir of *T. B.* late of ———, deceaſed, being an infant about the age of ſeventeen years, **Have** nominated, appointed, elected and choſen, and by theſe preſents **Do** nominate, appoint, elect and chuſe *C. D.* of ——— to be guardian as well of my perſon as of my real and perſonal eſtate, until I ſhall attain the age of twenty-one years; and I hereby promiſe and agree to be ruled and governed by him in all things touching my welfare. **And** I do hereby authorize and impower the ſaid *C. D.* * to enter upon and take poſſeſſion of all and every my meſſuages, lands, tenements, hereditaments, and premiſes whatſoever, ſituate, lying and being in ——— in the county of ———, or elſewhere, whereunto I have or may have any right or title; and to let and ſell the ſame, and receive and take the rents, iſſues and profits thereof, for my uſe and benefit during the term aforeſaid, given unto the ſaid *C. D.* my full power in the premiſes, and whatſoever he ſhall lawfully do or cauſe to be done in the ſaid premiſes by virtue hereof, I do hereby promiſe to confirm. **In witneſs,** &c.

*Or after this * mark, ſay,*

——— To do, execute and perform all and every ſuch lawful acts and things whatſoever touching the ſame, as my ſaid guardian ſhall think proper and convenient to be done; nevertheleſs in truſt, and for my own uſe and benefit. **In witneſs,** &c.

*Appointment*

*Appointment by a Feme Covert of a Freehold Eſtate (by virtue of a Power given to her in a Settlement) to her Huſband for his Life, to take Effect immediately after her Deceaſe.*

TO all, &c. *Ann Batt*, now wife of *Benjamin Batt*, *&c.* but late the widow of *Aaron Hill*, deceaſed, *ſendeth greeting.* Whereas, *&c. (Recital of a ſettlement to uſes, with a power to make this appointment):* Now know ye, and theſe Preſents witneſs, that the ſaid *Ann Batt*, by virtue of and under the power given to her in and by the above recited indenture, and as fully as ſhe may or can, Hath aſſigned, limited and appointed, and by this her deed in writing, by her ſigned, ſealed and executed, Doth aſſign, limit and appoint, All the ſaid ſeveral meſſuages, *&c.* herein before particularly mentioned, and every part and parcel thereof, with their and every of their rights, *&c.* which in and by the ſaid recited indenture tripartite were limited to the uſe of the ſaid *Ann Batt*, by her then name of *Ann Hill*, or intended ſo to be, To the uſe of the ſaid *Benjamin Batt* her huſband, for and during the term of his natural life, to commence and take effect from and immediately after the deceaſe of the ſaid *Ann Batt*, And the ſaid *Ann Batt* Doth by this her deed or writing under her hand and ſeal as aforeſaid, declare, limit and appoint the ſaid *John James* and *Thomas Way (truſtees,)* and their heirs, and all other perſons ſeiſed of the ſaid premiſes, or any part thereof, to ſtand ſeiſed of all the ſaid ſeveral meſſuages, *&c.* herein before limited to the uſe of the ſaid *Benjamin Batt*, or intended ſo to be, as aforeſaid, To the uſe of the ſaid *Benjamin Batt* for and during the term of his natural life, to commence and take effect from and immediately after the deceaſe of the ſaid *Ann Batt*. In witneſs, &c.

*(Williams.)*

**An Appointment** *(by Indorſement on Settlement) of a Portion charged on Lands for a Daughter on her Marriage, by her Father, (in purſuance of a Power by Settlement) who gives another Portion to her out of his own Fortune.*

WHEREAS the within named *Abel Allen*, ſon of the within named *Bryan Allen* by *Anne* his late wife, is ſome time ſince deceaſed under the age of twenty-one years, and without iſſue, and no other children of the ſaid *Bryan Allen* by the ſaid *Anne* his late wife (who is alſo dead) lived to attain the age of twenty-one years or be married, (ſave only one ſon and one daughter, *viz. Charles Allen*, Eſquire, who hath attained his age of twenty-one years and is married, and *Diana Allen*, ſpinſter, who hath attained her age of twenty-one years,) but no ſum or time of payment hath been yet fixed or aſcertained for the portion of the ſaid *Diana Allen* by virtue of the within written indenture, which now the ſaid *Bryan Allen* intends to be the ſum of three thouſand pounds, and to be forthwith raiſed and paid, together with intereſt for the ſame after the rate of five pounds *per cent. per annum*, from henceforth, until the ſaid ſum of three thouſand pounds ſhall be actually paid. And whereas by indenture bearing date on or about the ſeventeenth day of June 1768, and made previous to the marriage of the ſaid *Charles Allen* with *Eſther* his now wife, the within mentioned term of one hundred years of and in the manor, meſſuages, lands, and hereditaments within mentioned to be ſituate, lying or being in the county of Salop, and in the ſame term compriſed, was for the conſiderations, and in manner in the ſame indenture expreſſed, ſurrendered or mentioned, or agreed to be ſurrendered. But the ſaid term, and the within mentioned truſts thereof, are yet ſubſiſting as to the within mentioned manor, rectory, glebe lands, tithes, meſſuages, lands, tenements and hereditaments in the county of Rutland, and in the ſame term alſo compriſed. And whereas a marriage is intended by the permiſſion of God to be ſhortly had and ſolemnized between Sir *Francis Fernley* of Fotton in the county of Flint, Baronet, and the ſaid *Diana Allen*; And whereas the ſaid *Bryan Allen* in proſpect and conſideration of the ſaid intended marriage hath agreed to advance and give with his ſaid daughter on her ſaid intended marriage the ſum of twelve thouſand pounds (over and above the ſum of three thouſand pounds hereby charged and fixed for or towards her portion by virtue of the within written indenture, and truſts of the ſaid term of one hundred years.) Now know all men by theſe preſents, that for the end and purpoſe aforeſaid, and in purſuance, and by force and virtue of the power and authority to him the ſaid *Bryan Allen* given or reſerved in and by the ſaid within written indenture, and of all other powers and authorities to him in that behalf given or reſerved, or any ways enabling him thereunto, he the ſaid *Bryan Allen* doth by this his deed or writing under his hand and ſeal, teſtified by the perſons whoſe names are hereunder written as witneſſes thereto, declare, direct and appoint, that the ſum of money intended for the portion of the ſaid *Diana Allen* by virtue of the within written indenture, and truſts of the ſaid term of one hundred years, is to be, and ſhall be the full ſum of three thouſand pounds of lawful money of Great Britain, and that the ſame ſhall be forthwith raiſed and levied by and out of the premiſes in the ſaid county of Rutland, or any part thereof, by the ways and means in that behalf within mentioned, and thereupon be forthwith paid to the ſaid *Diana Allen* or her aſſigns, in part of her marriage portion, together with intereſt for the ſame, from henceforth, until the ſaid ſum of three thouſand pounds ſhall be actually paid; And for that end the ſaid *Bryan Allen* Doth hereby authorize, impower and direct *George Greer* and *Humphry Allen*, the truſtees of the ſaid term of one hundred years, and the ſurvivor of them, his executors or adminiſtrators, forthwith to raiſe, levy and pay the ſame accordingly; And the ſaid *Bryan Allen* Doth hereby expreſsly declare, that he doth not intend that the ſaid ſum of twelve thouſand pounds, which he hath agreed to advance and give with the ſaid *Diana* his daughter on her ſaid intended marriage as aforeſaid (over and above the ſaid ſum of three thouſand pounds) ſhall be in full of her portion, intended or provided for her by the within written indenture, although the ſame is more than equivalent to, and doth far exceed the ſaid ſum of three thouſand pounds, but his mind and intention is, and ſo he doth hereby expreſsly declare, that ſhe the ſaid *Diana* ſhall have for her marriage portion the ſaid whole ſum of three thouſand pounds, together with and over and above the ſaid ſum of twelve thouſand pounds, any thing in the ſaid within written indenture, or in any other deed or writing contained to the contrary notwithſtanding. In witneſs whereof the ſaid *Bryan Allen* hath hereunto ſet his hand and ſeal this ſeventeenth day of July in the year of our Lord Chriſt 1771.

*(Horſeman.)*

The number and ages of the children recited, (the mother being dead.)

and the portion intended to be raiſed for the daughter, and that a term ſubſiſts for that purpoſe,

and that the marriage of the daughter is intended, and two portions.

The father charges one of them in purſuance of his power, on the ſubſiſting term,

and directs the truſtees to raiſe the ſame,

and declares that the greater ſum ſhall not be in ſatisfaction of the leſſer; but that ſhe ſhall have both.

*A ſeparate*

*A ſeparate Appointment by a Huſband and Wife for a Creditor to receive the Intereſt Money due on Mortgage, or the Rents of Premiſes to be purchaſed with the Principal till a Debt due to him from the Huſband is ſatisfied.*

The huſband appoints the intereſt of 20,000*l.* due on mortgage to pay 4000*l.* owing by him, with intereſt, &c. to *O. P.*

TO all, &c. *A. B.* of, *&c.* and *W.* his wife, *ſend greeting.* Whereas, &c. (*Recital of a mortgage for five hundred years for ſecuring twenty thouſand pounds, and intereſt, and of* O. P.*'s advancing four thouſand pounds to the uſe of* A. B.) Now know ye, that for and in conſideration of the ſaid ſum of four thouſand pounds of, *&c.* unto the ſaid *A. B.* by the ſaid *O. P.* before the enſealing and delivery of theſe preſents, well, *&c.* paid, the receipt, *&c.* he the ſaid *A. B.* hath ordered, directed and appointed, and by, *&c.* doth order, *&c.* the ſaid *C. D.* and *D. D.* and the ſurvivor, *&c.* to pay or cauſe, *&c.* All and every ſuch ſums of money as now are, or at any time or times hereafter ſhall accrue, become or grow due for the intereſt of the ſaid twenty thouſand pounds now remaining in the hands of the ſaid *C. D.* and *D. D.* or one of them, unto the ſaid *O. P.* his, *&c.* until he the ſaid *O. P.* ſhall thereout be fully paid and ſatisfied the ſaid ſum of four thouſand pounds, with lawful intereſt for the ſame from the day of the date of theſe preſents, together with ſuch coſts, charges and expences, as he the ſaid *O. P.* ſhall ſuſtain or be put unto in or about the receiving of the ſame, or in purſuance of theſe preſents, without any deduction, defalcation or abatement, for or in reſpect of any parliamentary or other taxes, *&c.* And the ſaid *A. B.* doth hereby order, conſent, covenant and agree, that the receipt, *&c.* of the ſaid *O. P.* ſhall be good, valid and ſufficient diſcharges for the intereſt of the ſame twenty thouſand pounds, until he the ſaid *O. P.* ſhall be thereout fully paid and ſatisfied the ſaid ſum of four thouſand pounds by him paid and advanced as aforeſaid, with lawful intereſt for the ſame from this day, together with his coſts and charges as aforeſaid; And that ſuch receipts or acquittances to be from time to time given and aſſigned, or executed by the ſaid *O. P.* for ſuch intereſt money, as the ſame ſhall become due and be paid to him, ſhall be allowed by the ſaid *A. B.* during his life, and by his heirs, executors, adminiſtrators and aſſigns, and by all and every other perſon and perſons claiming any right or title in or to the ſaid ſum of twenty thouſand pounds, and the intereſt thereof, from and after the deceaſe of the ſaid *A. B.* and ſhall be valid, good and effectual againſt him, her, them and every of them: And in caſe the ſaid ſum of twenty thouſand pounds ſhall happen to be laid out in the purchaſe of lands before the ſaid ſum of four thouſand pounds with intereſt, coſts and charges, ſhall be repaid to the ſaid *O. P.* his, *&c.* then, and in ſuch caſe, the ſaid *A. B.* doth hereby conſent, agree, declare and direct, that the truſtee or truſtees, in whoſe name or names ſuch eſtate or eſtates ſhall be purchaſed, and the ſeveral tenants of eſtate or eſtates ſo to be purchaſed, ſhall apply and pay the rents, iſſues and profits of ſuch eſtate or eſtates when purchaſed, unto the ſaid *O. P.* his, *&c.* until the ſaid ſum of four thouſand pounds with intereſts and coſts, ſhall be fully paid and ſatisfied thereout. And the ſaid *A. B.* doth hereby covenant and agree, that he the ſaid *A. B.* his heirs or aſſigns, ſhall and will give a full and ſufficient power and authority for him the ſaid *O. P.* to receive the ſame accordingly. And further know ye, that for the conſideration aforeſaid, and alſo for and in conſideration of the further ſum of five ſhillings of, *&c.* unto the ſaid *W. B.* wife of the ſaid *A. B.* by the ſaid *O. P.* at, *&c.* in hand, *&c.* the receipt, *&c.* ſhe the ſaid *W. B.* purſuant to the power to her reſerved, in and by one indenture, *&c.* and purſuant to all other powers, *&c.* by this preſent deed in writing by her ſigned, *&c.* hath ordered, directed and appointed, and by, *&c.* doth, *&c.* the ſaid *T. M.* and *N. E.* and the ſurvivor, *&c.* to pay or cauſe, *&c.* All and every ſuch ſum, *&c.* of money as they or any of them ſhall from time to time receive for the intereſt of the ſaid twenty thouſand pounds unto the ſaid *O. P.* his, *&c.* until he the ſaid *O. P.* ſhall be fully paid and ſatisfied the ſaid ſum of four thouſand pounds, with lawful intereſt for the ſame, from, *&c.* together with ſuch coſts, *&c.* And the ſaid *W. B.* doth hereby declare, *&c.* that the receipt, *&c.* (*ut ſupra*) charges as aforeſaid: And that ſuch receipts or acquittances to be from time to time given, *&c.* ſhall be allowed by the ſaid *W. B.* during her life, and by all, *&c.* (as above) from and after the deceaſe of the ſaid *W. B.* and ſhall be valid, *&c.* againſt her, them and every of them. In witneſs, &c.

*O. P.*'s receipts to be good, and allowed by the huſband.

If the 20,000*l.* ſhall be laid out in a purchaſe of land, the rents, &c. to be paid to *O. P.* till the 4000*l.* be paid. Covenant to give *O. P.* a power accordingly.

Receipts good againſt her.

(*Wood.*)

*Appointment by Huſband and Wife, of the Wife's Eſtate of Inheritance, Habendum, after the Death of the Survivor, to the Uſe of the Heirs and Aſſigns of the Wife, purſuant to a Power reſerved in a Conveyance by Deed and Fine.*

Recital of a deed and fine, whereby an eſtate is limited in truſt for the uſe of

THIS Indenture, made, *&c.* Between *John Try*, of, *&c.* Eſquire, and *Dorothy* his wife, (niece and heir of Sir *Thomas Day*, late of, *&c.* Knight, deceaſed) of the one part, and (a truſtee) of the other part. Whereas by indenture bearing date, *&c.* made, *&c.* between the ſaid *John Try* and *Dorothy* his wife, of the one part, and *John Jay*, of, *&c.* Eſquire, of the other part, and by virtue of a fine with proclamations duly acknowledged and levied by the ſaid *John Try* and *Dorothy* his wife, to the ſaid *John Jay* and his heirs, purſuant to the covenant and agreement for that purpoſe contained in the ſaid indenture, All thoſe, *&c.* (*deſcription of premiſes*) of them the ſaid *John Try* and *Dorothy* his wife, ſituate, *&c.* or in any other town, pariſh or place whatſoever in the ſaid county of Bedford, which were the freehold or inheritance of Sir *Thomas Day*, Knight, deceaſed, uncle of the ſaid *Dorothy Try*, were limited to the uſe of the ſaid *John Jay*, his heirs and aſſigns, In truſt that the ſaid *John Jay* and his heirs ſhould ſtand and be ſeiſed of all and ſingular the ſaid manors, *&c.* therein and herein before mentioned, with their and every of their appurtenances, to the ſeveral uſes, intents and purpoſes, and with and under the ſeveral limitations, powers, liberties and authorities therein after mentioned, that is to ſay, To the uſe of the ſaid *John Try*, for and during his natural life without impeachment of waſte, and with ſuch further powers, liberties and authorities as are therein after limited and expreſſed; and from and after the deceaſe of the ſaid *John Try* to the uſe of the ſaid *Dorothy Try*, for and during her natural life without impeachment of waſte, and with ſuch further powers, liberties and authorities as are therein after mentioned; and from and after the

huſband for life. After his deceaſe to wife for life. After both their deaths, then as they ſhall have appointed.

the deceaſes of the ſaid *John Try* and *Dorothy* his wife, and the ſurvivor of them, to the uſe of ſuch perſon and perſons, and to ſuch intents and purpoſes, as the ſaid *John Try* and *Dorothy* his wife, or the ſurvivor of them, ſhould by any writing or writings under both their hands and ſeals, or under the hand and ſeal of the ſurvivor, executed in the preſence of two or more credible witneſſes, declare, limit, or appoint, and for want of ſuch declaration, limitation or appointment, to the uſe of the right heirs of the ſaid *Dorothy Try* for ever, as by the ſaid recited indenture, reference being thereunto had, will more fully appear. Their appointment to a truſtee. **Now this Indenture witneſſeth**, that for divers good cauſes and valuable conſiderations, they the ſaid *John Try* and *Dorothy* his wife, hereunto eſpecially moving, they the ſaid *John Try* and *Dorothy* his wife, according to the power to them reſerved and given in and by the ſaid *John Try* and *Dorothy* his wife, according to the power to them reſerved and given in and by the ſaid in part recited indenture, and by virtue thereof and of all and every power or powers, authority or authorities which to them or either of them doth belong or appertain, **have**, and each of them **hath** declared, limited and appointed, and by this preſent writing under both their hands and ſeals, executed in the preſence of two credible witneſſes, whoſe names are hereupon indorſed, witneſſes hereunto, **Do**, and each of them the ſaid *John Try* and *Dorothy* his wife, **Doth** declare, limit and appoint unto the ſaid (truſtee) his heirs and aſſigns, **All** the ſaid manors, *&c.* and all and ſingular other the premiſes herein before mentioned and compriſed in the ſaid herein before in part recited indenture, and the yearly and other rents, iſſues and other profits of the ſaid manors, *&c.* and all and ſingular other the premiſes hereby declared, limited and appointed or intended ſo to be as aforeſaid, with their and every of their rights, members and appurtenances; **To have and to hold** the ſaid manor, *&c.* as aforeſaid, with their and every of their rights, members and appurtenances, from and after the deceaſes of the ſaid *John Try* and *Dorothy* his wife, and the deceaſe of the ſurvivor of them, unto the ſaid (truſtee) his heirs and aſſigns, **To the uſe** and behoof of the ſaid (truſtee) his heirs and aſſigns for ever: **In truſt nevertheleſs** for the only benefit and advantage of the ſaid *Dorothy Try*, her heirs and aſſigns for evermore. **In witneſs**, &c.

*(Ward.)*

*An Appointment by a Wife, purſuant to a Power reſerved in a Settlement, for Truſtee, to pay rents and to convey Freehold, and ſurrender Copyhold Lands, to the Uſe of a Purchaſer.*

**TO** all, &c. *B.* the wife of *A.* of ——— *ſendeth greeting.* **Whereas** by indenture, *&c. (Recital of deed of limitation to* C. *in truſt for* E. *for life, then to pay the ſaid* B. *daughter of the ſaid* E. *(excluſive of her huſband) all the rents,* &c. *during her life, or to her appointment,* &c. *and for want thereof to her heirs.)* Recital. **Now know ye**, that I the ſaid *B.* in purſuance of, and according to the direction and appointment of the ſaid limitation of truſt, **Do**, by theſe preſents ſigned and ſealed by me, in the preſence of three credible witneſſes, whoſe names are indorſed as witneſſes on the back of theſe preſents, authorize, direct and appoint the ſaid *C.* his heirs and aſſigns, to pay, or cauſe to be paid, unto *D.* of ———, his heirs or aſſigns, **All** the rents, iſſues and profits of the ſaid meſſuage, *&c.* during my life, and after my deceaſe, in truſt for the ſaid *D.* his heirs and aſſigns, in purſuance of the before mentioned limitations of truſt; Appointment. **And whereas** part of the above mentioned meſſuage, *&c.* are freehold, and part of them are copyhold of inheritance held at the Q. manor of ———: Recital. **Now** for the better aſſuring, ſettling and conveying of the ſaid premiſes to the ſaid *D.* his heirs and aſſigns, to the uſe of the ſaid *D.* his heirs and aſſigns, I the ſaid *B.* **Do** hereby further authoriſe, direct and appoint the ſaid *C.* his heirs and aſſigns (according to the power veſted in me by the ſaid indenture of the ——— day, *&c.*) to execute ſuch conveyance of the freehold part of the ſaid meſſuage, *&c.* to the ſaid *D.* his heirs and aſſigns, to the uſe of the ſaid *D.* his heirs and aſſigns, and to ſurrender into the hands of the Lord of the manor, ſuch part of the ſaid premiſes as are copyhold, to the uſe of the ſaid *D.* his heirs or aſſigns, as the counſel of the ſaid *D.* his heirs or aſſigns, learned in the law, ſhall reaſonably adviſe or require. Further appointment to ſurrender copyhold. **In witneſs**, &c.

*Appointment by Huſband and Wife, by Virtue of a Deed and Recovery of Lands, to ſuch Uſes as they ſhould appoint, to the Huſband for Life; Remainder to the Wife's Heirs in Fee, with a Power for the Husband to charge a Sum by Will to be raiſed after her Death.*

**TO** all, &c. *A. B.* late of, *&c.* and *B.* his wife, one of the daughters of *C. D.* late of, *&c.* ſend greeting. **Whereas**, &c. *(Recital of a leaſe, releaſe and recovery, whereby lands,* &c. *were conveyed to ſuch uſes as huſband and wife ſhould appoint; and for want of ſuch appointment, to the uſe of them reſpectively for life,* ſans waſte; *remainder to his heirs)* Recitals. **Now know ye** that the ſaid *A. B.* and *B.* his wife, by force and virtue of the ſaid recited power and authority to them in that behalf given or reſerved as aforeſaid, and of all and every other power *&c.* **Do** by this their deed, *&c.* under, *&c.* atteſted, *&c.* limit, declare, direct and appoint, that all and every the ſaid meſſuages, *&c.* ſhall from henceforth be, go, remain and continue; and that the ſaid recited indentures of leaſe and releaſe, and common recovery thereupon ſuffered, and the full force and effect of the ſame and of every of them, ſhall be and enure, and ſhall be adjudged and taken to be and enure, and are ſo meant and intended to be and enure; and that the ſaid *E. F.* (the defendant in the ſaid recovery named) and his heirs, ſhall ſtand and be ſeiſed of the ſaid meſſuages, *&c.* to and for ſuch uſes, intents and purpoſes, and under and ſubject to ſuch powers, proviſoes and agreements, and charged and chargeable in ſuch manner as are herein after in that behalf mentioned, expreſſed or declared; that is to ſay, **To the uſe** and behoof of the ſaid *B.* his wife, and of her heirs and aſſigns for ever. Appointment. Uſe. **Provided always nevertheleſs**, and it is the true intent and meaning of theſe preſents, and the ſaid *A. B.* and *B.* his wife, do hereby declare, direct and appoint, that it ſhall and may be lawful to and for him the ſaid *A. B.* by his laſt will, *&c.* in writing, *&c.* to charge the ſaid meſſuages, *&c.* with any ſum, *&c.* (not exceeding, *&c.*) to be levied and raiſed after the deceaſe of her the ſaid *B.* and not before or ſooner, and to be paid and diſpoſed of to ſuch perſon or perſons, and for ſuch uſes and purpoſes, and at ſuch time or times (after the deceaſe Proviſo.

of the ſaid *B.*) and in ſuch parts and proportions, manner and form as the ſaid *A. B.* ſhall by ſuch his laſt will, &c. atteſted as aforeſaid, limit, &c. the ſame; any thing, &c. *(Proviſo of Revocation and new limitation reſerved to them both. See* Tit. Proviſo.) In witneſs, &c.

(*Wood.*)

*Appointment by a Feme Covert of Lands (whereof a Fine was levied, and the Uſes declared to be as ſhe ſhall appoint) as a Collateral Security for Money owing to the Huſband and Daughter on their Bond.*

Recital of a fine. Declaration of the uſes. A bond.

THIS Indenture made, &c. Between *M. J.* wife of *J. J.* of, &c. of the one part, and *M. B.* of, &c. of the other part. Whereas, &c. *(Recital of a deed (therein reciting a fine levied of lands) declaring the ſame to be to ſuch uſes,* &c. *as the ſaid* M. *ſhould appoint:)* And whereas the ſaid *J. J.* and *M. J.* his daughter, by one bond or obligation bearing equal date with theſe preſents, are become bound to the ſaid *M. B.* in the penal ſum of two hundred pounds, with a condition under written for the payment of one hundred pounds on, &c. as by, &c. Now this Indenture witneſſeth, That for the better ſecuring the payment of the ſaid one hundred pounds according to the condition of the ſaid recited obligation, the ſaid *M. J.* wife of the ſaid *J. J.* Doth hereby limit, direct and appoint, that the ſaid fine ſo levied as aforeſaid, ſhall from time, &c. hereafter be and enure as, for and concerning the ſaid meſſuage, &c. and that the ſaid *N. W.* and his heirs, and all and every other perſon and perſons, and his and their heirs, ſtanding and being ſeiſed, or which ſhall ſtand, &c. of and in the ſame meſſuage, &c. ſhall from time, &c. hereafter ſtand, &c. thereof and of every part, &c. To and for the Uſe and behoof of the ſaid *M. B.* her, &c. for and during the term of, &c. without impeachment of waſte:

Appointment.

Proviſo.

Provided always, and upon condition that if the ſaid *J. J.* and *M. J.* the daughter, or either of them, their, &c. do and ſhall well and truly pay, &c. unto the ſaid *M. B.* her, &c. the ſaid full ſum of one hundred pounds of, &c. in and upon, &c. according to the purport and true meaning of the condition of the ſaid recited obligation; that then and from thenceforth theſe preſents, and every thing herein contained, ſhall ceaſe, determine and be void to all intents and purpoſes whatſoever; any thing, &c.

Till default the wife to enjoy the premiſes.

And laſtly, it is agreed between the ſaid parties to theſe preſents, that the ſaid *M. J.* the mother, her heirs and aſſigns, ſhall and may at all times, till default ſhall be made in performance of the proviſo or condition aforeſaid, peaceably and quietly have, hold and enjoy the ſaid premiſes herein before limited in uſe to the ſaid *M. B.* and receive and take the rents, iſſues and profits thereof, to her and their own proper uſe and benefit; any thing, &c. In Witneſs, &c.

(*Wood.*)

*Appointment by a Feme Covert, of a Legacy (given for her ſeparate Uſe and Diſpoſal) to her Children equally between them, to be paid at their coming of Age or Marriage.*

The grandmother's will. Bequeſt of 300l. to M.'s ſeparate uſe.

TO all to whom theſe preſents ſhall come, *Mary* the now wife of *John Roe* of, &c. ſends greeting. Whereas *Mary Gear* of, &c. widow, deceaſed, by her laſt will, &c. bearing date, &c. *(inter alia)* gave and bequeathed to the ſaid *M. R.* by the name of her grand-daughter *M. B.* three hundred pounds for her ſole uſe and benefit, ſo as no huſband, as ſhe ſhould thereafter marry, ſhould have any thing to do therewith, and directed that her receipt alone, though married, ſhould be a good diſcharge to her executors for the ſame, and appointed that her ſaid grand-daughter, after receipt of the ſaid three hundred pounds, ſhould put the ſame out at intereſt in ſome friend's name, In Truſt for her ſeparate uſe, and receive the intereſt of it, and that if ſhe died and left any child or children, then ſhe was to give the ſame to them by ſuch proportions, and in ſuch manner as ſhe ſhould think fit, and of her ſaid will made and conſtituted *S. B.* ſole executor, as thereby may appear, and ſhortly after died; and the ſaid *S. B.* has ſince proved the ſaid will, and has paid the ſaid three hundred pounds to the ſaid *M.* who has ſince let out the ſame at intereſt, and taken a bond for the ſame in the names of, &c. in truſt for her ſeparate uſe: Now know ye, that the ſaid *M.* wife of the ſaid *J. R.* Doth hereby direct and appoint, that the ſaid three hundred pounds ſhall after her death be equally divided between all and every ſuch child and children as ſhe ſhall leave at the time of her deceaſe, and to be paid to each of them ſeverally, when and as they attain their ages of twenty-one years, or be married, which ſhall firſt happen reſpectively, and the intereſt thereof to be applied in the mean time for their better maintenance; And in caſe ſhe ſhall have no ſuch child that ſhall live to that age, then ſhe does hereby direct and appoint her ſaid truſtees to pay the ſaid three hundred pounds in manner following, &c. And does direct and appoint her ſaid truſtees to deduct out of the firſt intereſt that ſhall ariſe or be made of the ſaid three hundred pounds three guineas a-piece for their care and trouble about the ſaid truſt. In Witneſs, &c.

Power to make appointment.

Executor. Probate. 300l. paid and put out. Appointment after her death to her children.

(*Jones.*)

*Appointment of an Annuity to the ſeparate Uſe of a Wife, (out of Premiſes deviſed and ſettled to ſeveral Uſes) chargeable nevertheleſs with the Payment of her Debts, and containing Powers to retain Intereſt of Money for Payment.*

Parties.

THIS Indenture of four Parts, made, &c. Between *W. H.* of, &c. and *E.* his wife (one of the natural daughters of *W. H.* late of, &c. deceaſed) of the firſt part, the Right Reverend Father in God *J.* Lord Biſhop of O. and *E. E.* of, &c. of the ſecond part, *E. D.* of, &c. *G. J.* of, &c. and *A. W.* of, &c. of the third part, and *J. W.* of, &c. (being a truſtee nominated by, for and on the behalf of the ſaid *E.* the wife of the ſaid *W. H.* party hereto) of the fourth part. Whereas by indentures

Recitals of a leaſe and releaſe, therein

tures of leaſe and releaſe, bearing date reſpectively the eighth and ninth days of March, which was in the year of our Lord 1724, the releaſe being *tripartite*, and made, *&c. Between M. R.* of, *&c.* (the only acting executor named in the laſt will and teſtament of the ſaid *W. H.* deceaſed) of the firſt part, the ſaid *W. H.* (party hereto) and the ſaid *E.* his wife, by the name of *E.* wife of the ſaid *W. H.* party to the ſaid indenture, one of the natural daughters of the ſaid *W. H.* deceaſed, and then late the widow and relict of *M. H.* late of, *&c.* deceaſed, of the ſecond part, and the ſaid Lord Biſhop of O. and *E. E.* of the third part, reciting therein, (amongſt other things) that the ſaid *W. H.* deceaſed, by his laſt will and teſtament dated, *&c. Had* deviſed the *reſiduum* of all his real and perſonal eſtate unto his executors, the ſaid *M. R.* and *R. M. In truſt* to be by them laid out in a purchaſe of lands, tenements and hereditaments, to be ſettled as followeth, *(viz. As to one moiety thereof*, to the uſe of the ſaid *E. H.* for her life, remainder to her firſt and other ſons in tail male ſucceſſively, remainder to his nephew the ſaid *W. H.* party hereto, for life, remainder to his firſt and other ſons in tail male ſucceſſively, remainder to the uſe of the right heirs of the ſaid *E. H.* and his the teſtator's other natural daughter *M.* for ever; and after reciting ſeveral proceedings in the High Court of Chancery between the parties therein named, and of a decree and orders therein mentioned touching the will and eſtate late of the teſtator the ſaid *W. H.* deceaſed, and that upon an account then made up and ſtated between the ſaid *M. R.* and *W. H.* party hereto, and *E.* his wife, touching the ſurplus of the ſaid teſtator's eſtate, there then appeared to be and remaining in the hands of the ſaid *M. R.* the ſum of two thouſand three hundred pounds eighteen ſhillings and five-pence farthing (being a moiety of the ſum of four thouſand ſix hundred and one pounds ſixteen ſhillings and ten-pence halfpenny) the ſurplus of the ſaid teſtator's eſtate, due and belonging to the ſaid *E. H.* and that the other moiety thereof had been paid and applied by the ſaid *M. R.* purſuant to the will of the ſaid teſtator; and that the ſaid ſum of two thouſand three hundred pounds eighteen ſhillings and five-pence farthing, the part and ſhare of the ſaid *E. H.* was to be laid out in the purchaſe of lands, to be approved and ſettled as therein mentioned; and that the ſaid *M. R.* at the requeſt of the ſaid *W. H.* party hereto, and *E.* his wife, had agreed, towards payment of the ſaid debt of two thouſand three hundred pounds eighteen ſhillings and five-pence farthing, with intereſt for the ſame, to grant and convey unto the ſaid *J.* Lord Biſhop of O. and *E. E.* and their heirs, the piece of ground and the ſeveral meſſuages or tenements therein and herein after mentioned, *In truſt* to be by them ſold and diſpoſed of, and by the monies ariſing by ſuch ſale, in the firſt place, to pay off and diſcharge the ſeveral ſums of money charged thereon, and in a ſchedule thereunder written mentioned, with intereſt for the ſame, and that the reſidue of the purchaſe money ſhould be brought before one of the Maſters of the ſaid Court of Chancery, to be laid out in the purchaſe of lands and hereditaments, to be by him approved and ſettled to the uſe of the ſaid *E. H.* and the iſſue male of her body, according to the ſaid recited will, and of the ſaid decree and orders of the ſaid Court of Chancery therein before mentioned;) *It is witneſſed*, that for and towards better ſecuring the payment of the ſaid two thouſand three hundred pounds eighteen ſhillings and five-pence farthing, ſo due and owing to the ſaid *W. H.* (party hereto,) and *E.* his wife, with intereſt for the ſame; and for other conſiderations, *He* the ſaid *M. R.* (by and with the direction and appointment of the ſaid *W. H.* (party hereto) and *E.* his wife, teſtified as therein mentioned,) *Did* fully, freely and abſolutely grant, releaſe and confirm unto the ſaid *J.* Lord Biſhop of O. and *E. E.* and to their heirs and aſſigns, all that, *&c.* of him the ſaid *M. R.* or whereof or wherein he or any perſon or perſons, *In truſt* for him, was or were ſeiſed of any eſtate of freehold or inheritance in poſſeſſion, reverſion, remainder or expectancy, ſituate, *&c.* and the reverſion, *&c. To hold* the ſaid piece of ground, *&c.* unto and to the uſe of the ſaid *J.* Lord Biſhop of O. and *E. E.* their heirs and aſſigns for ever; *Upon truſt* that they the ſaid Lord Biſhop of O. and *E. E.* or the ſurvivor of them and his heirs, ſhould, as ſoon as conveniently might be, abſolutely ſell, convey and diſpoſe of all the ſaid ground, meſſuages or tenements and premiſes, to ſuch perſon or perſons and his or their heirs, as they the truſtees ſhould approve or allow to be the beſt purchaſor or purchaſors thereof, at the beſt rates and prices that could be got for the ſame; *And upon further truſt*, that they the ſaid truſtees ſhould, by the monies to be raiſed by ſuch ſale of the ſaid premiſes, pay and diſcharge the debts in the ſchedule thereunder written and herein after mentioned, with all intereſt then due and to grow due for the ſame until payment thereof, *viz.* to *J. S.* Innholder, the ſeveral principal ſums of two hundred pounds and three hundred pounds, and intereſt for the ſame, to *J. R.* the principal ſum of two hundred pounds, and intereſt for the ſame, to *J. H.* Merchant-Taylor, the principal ſum of three hundred pounds, and intereſt for the ſame, and to *E. W.* the principal ſum of two hundred pounds, and intereſt for the ſame; and that they the ſaid truſtees in the mean time and until ſuch ſale, ſhould by and with the rents and profits of the ſaid premiſes pay and diſcharge the intereſt then due and to become due and payable for the ſame ſeveral principal ſums; and after payment thereof, ſhould pay and diſcharge the intereſt that then was and thereafter ſhould become due unto the ſaid *W. H.* and *E.* his wife, for the ſaid two thouſand three hundred pounds eighteen ſhillings and five-pence farthing, and ſhould pay all the reſidue of the ſaid rents and profits of the ſaid premiſes, until ſuch ſale thereof made, (all charges and expences, in and about the receiving and paying thereof, being firſt deducted) unto the ſaid *M. R.* his executors and aſſigns; *And upon further truſt*, that from and after payment of the ſaid ſeveral debts to the ſeveral perſons therein and herein before named reſpectively, and all intereſt due and to grow due for the ſame; and after the ſaid truſtees ſhould have paid and ſatisfied themſelves all ſuch coſts, charges and expences, which they ſhould expend or be put unto in the execution of the truſt thereby in them repoſed; that then they the ſaid truſtees ſhould bring the ſurpluſage and reſidue of the monies ariſing by ſuch ſale of the premiſes, and which ſhould then remain in their hands, before one of the Maſters of the ſaid Court of Chancery, as the ſaid court ſhould appoint, in order to be laid out in the purchaſe of lands and hereditaments, to be approved and ſettled by ſuch Maſter, *To the uſe* and benefit of the ſaid *E. H.* and her iſſue male, according to the laſt will and teſtament of the ſaid *W. H.* deceaſed, and the decree and orders of the ſaid Court of Chancery, as in and by the ſaid indentures of leaſe and releaſe, (relation being to them reſpectively had) more fully may appear. **And whereas** by deed poll, bearing date the ſeventh day of Auguſt 1727, *&c.* (reciting therein that by indenture *tripartite*, dated the third day of June 1726, and made between the ſaid *M. R.* of the firſt part, the ſaid *W. H.* and *E.* his wife, of the ſecond part, and the ſaid Lord Biſhop of O. and *E. E.* of the third part, *It was* therein mentioned and *declared*, that the ſaid ſeveral meſſuages, lands and tenements of the ſaid *M. R.* in, *&c.* were charged with the ſum of two thouſand three hundred pounds eighteen ſhillings and five-pence farthing, and intereſt

reciting W. H.'s will.

whereby the reſidue of his eſtate is deviſed upon truſt, to be laid out in a purchaſe to be ſettled to the uſe of E. H. &c.

and after reciting proceedings in Chancery relating to the will, a moiety of the reſiduum in the hands of M. R. the other moiety paid purſuant to the will.

Agreement towards payment of debt of 2300l. 18s. 5d. farthing to convey a piece of ground, in truſt to be ſold,

for ſecuring the payment of ſaid debt to W. H. (party) and E. his wife, M. R. conveyed premiſes,

Upon truſt to be ſold

to pay debts in a ſchedule.

Until the ſale, out of the rents, &c. to pay the intereſt of ſaid debts.

And afterwards to pay the intereſt of the ſaid 2300l. 18s. 5d. farthing reſidue to M. R.

After payment of ſaid debts and intereſt and charges, ſurplus ariſing by ſale, to be brought before a Maſter in Chancery to be laid out in a purchaſe to the uſe of ſaid E. H.

Deed-poll whereby after reciting a deed declaring the premiſes charged with ſaid 2300l. 18s. 5d. farthing, and intereſt, in truſt for the uſe of ſaid W. H. and E. his wife, and that W. H. was indebted to E. D. in 100l. and intereſt, for ſecurity of which he impowered E. E. to ſue for the intereſt of ſaid 2300l. 18s. 5d. farthing, and to pay the ſame to E. D.

Another deed-poll, impowering G. J. to receive ſaid intereſt for his debt.

Another deed-poll, whereby after reciting 76l. paid by E. E. for W. H. being his debts, and that he owed 11l. more to A. W. E. E. is impowered to receive ſaid intereſt to pay the ſame.

Decree, ſetting forth the bill praying ſo much of premiſes to be ſold for payment of debts as is ſufficient.

Reſidue to be ſettled on W. H. and E. his wife, purſuant to the will.

Anſwer.

intereſt for the ſame to the ſaid Lord Biſhop of O. and *E. E. in truſt* for the uſe and benefit of the ſaid *W. H.* and *E.* his wife, and farther reciting, that there was then due to the ſame *W. H.* the ſum of two hundred pounds and upwards for intereſt money, and that the ſaid *W. H.* then ſtood juſtly indebted to the ſaid *E. D.* by bond of even date with the ſaid deed-poll, in the ſum of one hundred pounds, and intereſt, the ſaid *W. H.* for better ſecuring the ſaid one hundred pounds, and intereſt, to the ſaid *E. D.* *did* direct and impower the ſaid *E. E.* to retain, receive, ſue for and recover all arrears of intereſt, which then or thereafter ſhould grow due for the ſaid two thouſand three hundred pounds eighteen ſhillings and five pence farthing, and to pay the ſame unto the ſaid *R. D.* in ſatisfaction and diſcharge of the ſaid one hundred pounds and intereſt, ſecured to him by the ſaid bond as aforeſaid: And whereas by another deed-poll, bearing date the firſt day of December 1727, (reciting therein the before mentioned indenture of the third of June, 1726, and that the ſaid *W. H.* was then indebted to the ſaid *G. J.* in the ſum of twenty-ſix pounds thirteen ſhillings, and that he had given him a promiſſory note for the ſame, payable on demand,) they the ſaid *W. H.* and *E.* his wife, *did* thereby reſpectively direct and impower the ſaid *G. J.* to take, receive, ſue for and recover all arrears of intereſt which then, or at any time thereafter ſhould grow due for the ſaid principal ſum of two thouſand three hundred pounds eighteen ſhillings and five pence farthing for ſo long time and until the ſaid *G. J.* ſhall be fully paid the ſaid twenty-ſix pounds thirteen ſhillings, and all intereſt for the ſame: And whereas by another deed-poll, bearing date the 14th day of April 1727, (reciting therein the ſaid indenture of the third of June 1726, and that the ſaid *W. H.* party hereto, together with the ſaid *E. E.* had jointly ſigned a promiſſory note to the ſaid *A. W.* for the ſum of fifty pounds, and that the ſaid *E. E.* had out of his own monies paid the ſame, and alſo a further ſum of twenty-ſix pounds to *W. J.* therein named, (being a debt due from the ſaid *W. H.*) amounting in the whole to ſeventy-ſix pounds, and therein declared to be the proper debt of the ſaid *W. H.* and further reciting that the ſaid *W. H.* by another promiſſory note, ſtood indebted to the ſaid *A. W.* in the ſum of eleven pounds, beſides the ſaid ſeventy-ſix pounds due to the ſaid *E. E.* they the ſaid *W. H.* and *E.* his wife, as well for repaying to the ſaid *E. E.* the ſaid ſeventy-ſix pounds, as alſo of the ſaid eleven pounds to the ſaid *A. W.* did thereby direct and impower the ſaid *E. E.* to retain, take, receive, ſue for and recover all arrears of intereſt then due, or thereafter to grow due for the ſaid ſum of two thouſand three hundred pounds eighteen ſhillings and five pence farthing, for ſo long time and until he the ſaid *E. E.* ſhould be fully paid the ſaid ſum of ſeventy-ſix pounds due to him, as alſo the ſaid eleven pounds for the uſe of the ſaid *A. W.* as in and by the ſaid three ſeveral recited deeds-poll, relation, *&c.* And whereas by a decree or decretal order made in the High Court of Chancery the 22d day of December now laſt paſt, in a certain cauſe there depending, wherein the ſaid *W. H.* and *E.* his wife, the ſaid *J. R.* (executrix of the ſaid *J. R.*) the ſaid *J. H.* and *E. W.* (creditors of the ſaid *M. R.* plaintiffs,) and the ſaid *M. R. J.* Lord Biſhop of O. and *E. E.* are defendants, *Whereby*, after ſetting forth *(inter alia)* the herein before recited will of the ſaid *W. H.* deceaſed, and the ſaid recited indentures of leaſe and releaſe of the 8th and 9th of March 1724, whereby the ſaid premiſes were conveyed to the ſaid Lord Biſhop of O. and *E. E.* in truſt to be ſold for payment of the debts therein mentioned as aforeſaid; *It was prayed* that the ſaid truſtees might ſell ſo much of the eſtate as would be ſufficient to pay plaintiffs, the creditors, the ſaid one thouſand two hundred pounds, and intereſt, as alſo the intereſt of the ſaid two thouſand three hundred pounds eighteen ſhillings and five pence farthing, and that a value might be ſet upon ſuch part of the ſaid truſt eſtate as ſhould remain unſold, for the purpoſes aforeſaid; and that the ſame might be ſettled, or ſo much thereof as would make good the ſaid two thouſand three hundred pounds eighteen ſhillings and five pence farthing upon the ſaid plaintiffs *W. H.* and *E.* his wife, purſuant to the truſts and limitations of the ſaid will, and after ſetting forth *(inter alia)* that the defendant *R.* by his anſwer had admitted, that there was remaining in his hands of the ſaid teſtator's eſtate, the ſaid ſum of two thouſand three hundred pounds eighteen ſhillings and five pence farthing for the benefit of the plaintiffs *W. H.* and his wife, and that in order to raiſe money for payment thereof, for the benefit of the plaintiffs *W. H.* and his wife, and alſo the ſaid one thouſand two hundred pounds, and intereſt, due to the plaintiffs *S H. W.* and *R.* he had executed ſuch indentures of leaſe and releaſe as aforeſaid, and that he was deſirous that ſo much of the eſtate contained therein, as would be ſufficient to pay the ſaid one thouſand two hundred pounds, and intereſt, together with the intereſt due to the plaintiffs *H.* and his wife, for the ſaid two thouſand three hundred pounds eighteen ſhillings and five pence farthing might be ſold, and that a value might be ſet upon the reſidue of the ſaid truſt eſtate, and that the ſame or ſo much thereof as would make good the ſaid two thouſand three hundred pounds eighteen ſhillings and five pence farthing might be ſettled purſuant to the ſaid teſtator's will, and ſubmitted to join therein as the court ſhould direct; and further ſetting forth, that the plaintiffs, the Biſhop of O. and *E.* by their anſwer had admitted the ſaid deeds of truſt, and ſubmitted to act in the ſame as the court ſhould direct (being indemnified;) it was amongſt other things ordered and decreed, that it ſhould be referred to Mr. *K.* one of the Maſters of the ſaid Court, to take an account of what was due to the plaintiffs *H. W.* and *R.* for the ſaid principal ſum of one thouſand two hundred pounds, and intereſt, and alſo of the profits of the truſt eſtate come to the hands of the truſtees from the foot of the laſt ſtated account; and that the ſame be in the firſt place by them applied to pay the intereſt that ſhould be found due on the ſaid one thouſand two hundred pounds, and that for payment of the ſaid one thouſand two hundred pounds, or of ſuch intereſt unpaid by the ſaid rents and profits, the ſaid Biſhop of O. and *E. E.* ſhould ſell ſo much of the ſaid truſt eſtate to the beſt purchaſer that could be got for the ſame, with the approbation of the ſaid Maſter, as ſhould be ſufficient for that purpoſe; and that after ſuch ſale made the ſaid Maſter ſhould put a value on the remainder of the ſaid truſt eſtate, and for what the ſaid Maſter ſhould find the ſame worth, to be ſold, if leſs or more than the ſum of two thouſand three hundred pounds eighteen ſhillings and five pence farthing, due to the plaintiffs *H.* and his wife, the ſaid Maſter was to compute intereſt for the ſame in ſuch manner as therein mentioned; and if any of the ſaid rents and profits ſhould remain unexhauſted in the ſaid truſtees hands after payment of the intereſt due on the ſaid one thouſand two hundred pounds, the ſame was to be by them paid to the plaintiff Mr. *H.* in diſcharge of the intereſt due to him ſo far as it would go; and for payment of the remainder thereof, ſo much of the ſaid truſt eſtate remaining unſold as ſhould be ſufficient, was likewiſe to be ſold with ſuch Maſter's approbation, and monies ariſing thereby to be paid to the plaintiff Mr. *H.* in ſatisfaction of the ſame intereſt; and then the ſaid Maſter was to enquire what was the value of the remainder of the ſaid truſt eſtate; and the ſame was to be ſettled, with the approbation of the ſaid Maſter, to the uſes of the will of the teſtator, Mr. *H.* in ſatisfaction for ſo much of the ſaid two thouſand three hunded pounds eighteen

Decreed to be referred to account.

Intereſt to be paid, and the 2200l. part of eſtate to be ſold for ſuch purpoſe.

Remainder to be valued, &c.

To be ſettled to the uſes of the will.

eighteen ſhillings and five pence farthing, in ſuch manner as therein and herein after mentioned, *viz. To truſtees* for the uſe of the plaintiff Mrs. *E. H.* for life, remainder to other truſtees to preſerve contingent remainders; then to her firſt and every other ſons in tail; and in default of ſuch iſſue to the plaintiff *W. H.* for life; *Remainder* to truſtees to preſerve contingent remainders; *Then* to his firſt and every other ſon and ſons in tail; *And* in default of ſuch iſſue, to the right heirs of the plaintiff *E. H.* for ever; as in and by the ſaid in part recited decree, relation, *&c.* **And whereas** no farther proceedings have been ſince made in the ſaid cauſe, nor no part of the ſaid truſt eſtate hath as yet been ſold, for the ends and purpoſes in the ſaid recited indenture of releaſe and laſt decretal order mentioned, expreſſed and ordered touching the ſame: **And whereas** it is agreed by and between them the ſaid *W. H.* and *E.* his wife, and they the ſaid *J.* Lord Biſhop of O. and *E. E.* (at the ſpecial inſtance and requeſt of them the ſaid *W. H.* and *E.* his wife, teſtified by their being parties to and executing of theſe preſents,) *have* conſented, that (from and after payment of the growing intereſt of the before mentioned ſum of one thouſand two hundred pounds to the ſeveral perſons entitled to the ſame,) the annual or yearly ſum of forty pounds ſhall from henceforth, during the joint lives of them the ſaid *W. H.* and *E.* his wife, be paid to the ſaid *J. W.* his executors, adminiſtrators and aſſigns, out of the rents, iſſues and profits of the whole truſt eſtate, until ſuch time as part thereof ſhall be ſold for the purpoſes aforeſaid; and that afterward the ſame, during ſuch joint lives, ſhall be paid out of the remainder of the ſaid truſt eſtate, ſo agreed and decreed to be ſettled as aforeſaid: **In truſt nevertheleſs** for the ſole and ſeparate uſe and benefit of the ſaid *E. H.* and for her ſupport and maintenance in ſuch manner as herein after is for that purpoſe mentioned and expreſſed: **Now this Indenture witneſſeth**, that in purſuance and performance of the ſaid agreement, and to the end and intent to make a proviſion for the ſole and ſeparate uſe and benefit, and for the ſupport and maintenance of her the ſaid *E. H.* during the joint lives of her and the ſaid *W. H.* her huſband, in ſuch manner as herein after is mentioned, and for divers other good cauſes and valuable conſiderations, them the ſaid *W. H.* and *E.* his wife thereunto eſpecially moving, *they* the ſaid *W. H.* and *E.* his wife, (by and with the conſent and approbation, as well of them the ſaid *J.* Lord Biſhop of O. and *E. E.* as alſo of them the ſaid *E. D. G. J.* and *A. W.* teſtified, *&c.*) **have** directed and appointed, and by theſe preſents **do** reſpectively direct and appoint them the ſaid *J.* Lord Biſhop of O. and *E. E.* and the ſurvivor of them, his heirs, executors, adminiſtrators and aſſigns, (from and after payment to them the ſaid *J. S. S. R. J. H.* and *E. W.* of the intereſt of the ſaid ſum of one thouſand two hundred pounds from henceforth to grow due to them for the ſame, and ſubject thereunto) by and out of the rents, iſſues and profits of the ſaid whole truſt eſtate and premiſes, ſo conveyed to them as aforeſaid, until ſuch time as ſuch part thereof ſhall be by them the ſaid truſtees ſold for the ends and purpoſes in the ſaid laſt recited releaſe and decree mentioned; and from and after ſuch ſale, then by and out of the rents, iſſues and profits of the remainder of the ſaid truſt eſtate, ſo agreed and decreed to be ſettled in manner as aforeſaid, to pay unto him the ſaid *J. W.* his executors, adminiſtrators and aſſigns, during the joint lives of them the ſaid *W. H.* and *E.* his wife, the ſaid annual or yearly ſum of forty pounds of, *&c.* clear of all manner of taxes, charges and deductions whatſoever; the ſame to be paid to him or them yearly, upon the four moſt uſual feaſts or quarter-days following, *viz.* Michaelmas-day, Chriſtmas-day, Lady-day, Midſummer-day, by four even and equal proportions; the firſt of which quarterly payments to begin, *&c.* **And it is hereby agreed and declared** by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents is and are, that the ſaid annual or yearly ſum of forty pounds ſo directed and appointed to be paid to the ſaid *J. W.* his executors, adminiſtrators and aſſigns, in manner as aforeſaid, was and is to be to him and them ſo paid, *upon the truſt*, intents and purpoſes, and *ſubject* to the proviſoes herein after mentioned, expreſſed and declared touching and concerning the ſame; (that is to ſay,) Upon this ſpecial truſt, that the ſaid *J. W.* his executors, adminiſtrators and aſſigns, during the joint lives of them the ſaid *W. H.* and *E.* his wife, ſhall and do from time to time forthwith, after his or their receipt of the yearly ſum of forty pounds, or of any part or parts thereof, (after all charges and expences, in and about recovering and paying the ſame, being firſt deducted) pay the reſidue thereof to the proper hands of her the ſaid *E. H.* or to ſuch perſon or perſons as ſhe by any note or notes, writing or writings to be by her ſigned, ſhall from time to time appoint; the ſame to be paid and go for the ſeparate and peculiar uſe and benefit of her the ſaid *E. H.* and not to be ſubject or liable to the controul, debts or incumbrance of the ſaid *W. H.* her huſband, and wherewith he is not to intermeddle; the ſame being intended to be for the ſeparate uſe, ſupport and maintenance of her the ſaid *E. H.* during the joint lives of her and her ſaid huſband; and that the receipt of the ſaid *J. W.* his executors, adminiſtrators and aſſigns, ſhall at all times, during the term aforeſaid, be good and ſufficient diſcharges to them the ſaid *J.* Lord Biſhop of O. and *E. E.* their heirs and aſſigns, for the ſaid annual ſum of forty pounds ſo payable to him and them upon the truſt aforeſaid, and alſo that the receipts of her the ſaid *E. H.* (notwithſtanding her preſent coverture) or of ſuch perſon or perſons by her to be appointed to receive the ſame as aforeſaid, ſhall be from time to time good and ſufficient diſcharges to the ſaid *J. W.* his executors, adminiſtrators and aſſigns, for the ſaid annual ſum of forty pounds, and every part and parcel thereof, during the time aforeſaid. **Provided always, and it is hereby agreed and declared** by and between the ſaid parties, that from and immediately after the death of either of them the ſaid *W. H.* and *E.* his wife, all arrears of the ſaid annual ſum of forty pounds being fully paid and ſatisfied, and alſo all coſts and charges of him the ſaid *J. W.* his executors, adminiſtrators and aſſigns, relating to the truſt hereby in him and them repoſed (if any ſuch ſhall be) being likewiſe diſcharged, then theſe preſents and the appointment hereby made as to payment of the ſaid annual ſum, ſhall be void and of no effect; any thing herein before contained to the contrary thereof notwithſtanding. **Provided alſo, and it is hereby further agreed and declared** by and between all the ſaid parties, that theſe preſents, or any thing herein contained, ſhall not extend to charge or prejudice any of the truſts in the ſaid recited indenture of releaſe mentioned, no farther or otherwiſe than with and for the payment of the ſaid annual ſum of forty pounds, during the time upon the truſt and ſubject in ſuch manner as aforeſaid; but the ſame from and after ſuch payment, ſhall remain, continue and be, to, for and upon the ſeveral truſts, uſes, intents and purpoſes in the ſaid recited indenture of releaſe, deeds poll and laſt decretal order mentioned, limited, directed, ordered and expreſſed, touching and concerning the ſame reſpectively: **Provided alſo, and it is hereby further expreſſed, agreed and declared** by and between the ſaid parties hereunto, and the true intent and meaning of them and of theſe preſents is and are, that in caſe ſhe the ſaid *E. H.* the wife of the ſaid *W. H.* ſhall at any time hereafter during the joint lives of her the

No further proceedings, no part of the eſtate ſold. Agreement,

that after payment of intereſt of the 1200l. 40l. *per ann.* ſhall be paid to J. W. out of the rents, &c. during the lives of W. H. and E. his wife, in truſt for her uſe and maintenance.

Appointment purſuant to the ſaid agreement

to pay J. W. ſaid 40l. *per ann.*

Declaration that the ſame is to be paid by him to the ſaid E. H. or to her appointment, for her ſeparate uſe, notwithſtanding her coverture.

J. W.'s receipts to be good to Biſhop of O. and E. E. E. H.'s receipts good to J. W.

Proviſo, that after death either of W. H. or E. his wife,

this appointment to be void.

Proviſo, that theſe preſents ſhall not prejudice any truſts in the ſaid releaſe (no further than with ſaid 40l. *per ann.*) nor the truſts in the other recited deeds, &c.

Proviſo, that if ſhe contracts any debts,

her annuity shall pay the same.

the said *E.* and the said *W. H.* her husband, on her own and separate account contract any debt or debts with any person or persons whatsoever, and shall not pay and discharge the same by and out of the said annual or yearly sum of forty pounds, and if the said *W. H.* shall at any time during the joint lives of him and his said wife be sued or prosecuted at law, or otherwise, for the recovery of any such debt or debts; and if it be made to appear to the said *J. W.* his executors or administrators, to his and their satisfaction, by affidavit in writing (if required) to be sworn before a Master of the High Court of Chancery, by the person or persons claiming such debt or debts, or otherwise, that such debt or debts was or were really and *bona fide* contracted by the said *E. H.* for and on her own sole and separate account: that then, and in such case, the said annual or yearly sum of forty pounds hereby made payable to her the said *E. H.* as aforesaid, shall be subject, charged and liable to and with the payment of all and every such debt or debts, and all costs and charges touching the same; and the said *J. W.* his executors and assigns, (on notice in writing, to be to him or them by the said *W. H.* given) shall and will, out of the said annual sum of forty pounds from thenceforth to become due, pay and satisfy all and every such debt or debts, and charges touching the same, to the person or persons to whom the same shall be really due; anything, *&c.* notwithstanding. **And whereas** the said *E. E.* hath at several times, out of his own proper monies, advanced, lent and paid to, and to and for the use or order of her the said *E. H.* for her support and maintenance, several sums of money, amounting in the whole to the sum of ———, or thereabouts: **Now this Indenture further witnesseth,** and it is hereby further agreed and declared by and between all the parties to these presents, that from and after full payment of the said principal sum of one thousand two hundred pounds so due to them the said *J. S. S. R. J. H.* and *E. W.* together with all interest for the same, in manner as aforesaid, and also of the annual sum of forty pounds, hereby secured to her the said *E. H.* in manner as aforesaid, and subject thereunto; that then all the then residue of the said trust estate and premises, so conveyed to and vested in them the said *J.* Lord Bishop of O. and *E. E.* as aforesaid, **Shall** from thenceforth be subject and liable to; and they the said *W. H.* and *E.* his wife, **Do** hereby respectively charge the same to and with the payment of the said sum of ———, so advanced and paid by the said *E. E.* to and for the use, support and maintenance of her the said *E. H.* as aforesaid, together with lawful interest for the same sum, from henceforth to be computed, until payment thereof; any thing herein, *&c.* notwithstanding. **In witness,** &c.

Recital that E. E. has lent her money. Declaration that after payment of the 1200l. to J. S. S. R. and J. H. and interest and said annuity, the residue of the trust estate shall be charged

*(Wood.)*

## *Appointment of Lands by Husband and Wife, and declaring the Uses of a Recovery. A Power to the Husband to charge a certain Sum by Will. A Power of Revocation to Husband and Wife jointly.*

**TO all to whom** these presents shall come, *Abel Allen*, late of, *&c.* grocer, and now of, *&c.* Gentleman, and *Belinda* his wife, one of the two daughters of *Christopher Cobb*, late of, *&c.* Gentleman, deceased, *send greeting*. **Whereas** by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release being tripartite, bearing date the 19th day of February last past, before the date hereof, and made or mentioned to be made between the said *Abel Allen* and *Belinda* his wife of the first part, *Dixey Dunn*, of London, Gentleman, of the second part, and *Edward Emmett* of, *&c.* of the third part; and a common recovery in the same indenture of release agreed to be suffered, and which hath been since duly suffered accordingly, **All that** messuage or tenement, with the appurtenances, situate and being in Fenly, in the county of Gloucester, *&c.* some time thentofore in the tenure or occupation of the said *Christopher Cobb*, but then or then late of *Henry Hett* his under tenants or assigns; **And also** all those several closes or parcels of land, meadow or pasture ground next therein, and herein after particularly mentioned; (that is to say) **One** close or parcel of land called the Junks, one other close or parcel of land called the Kendals, one close or parcel of meadow ground lying below the Lunds, and called or known by the name of Wathers, *&c.* **All which** said closes of land or meadow ground and hereditaments, then or then late were belonging to, or then were or had been usually letten or enjoyed, together with the said messuage or tenement, and sometime thentofore were in the tenure or occupation of the said *Christopher Cobb* his under tenants or assigns, but then or then late were in the tenure or occupation of the said *Henry Hett*, his under tenants or assigns; **And also** all other the messuages, lands, tenements and hereditaments whatsoever of them the said *Abel Allen* and *Belinda* his wife, or either of them, or whereof or wherein they, or either of them, or any person or persons in trust for them, or either of them, then was or were seised of any estate of freehold, or inheritance in possession, reversion, remainder or expectancy, situate, lying or being in Fenly, *&c.* aforesaid, every or any of them, with their and every of their appurtenances, **Are** and were settled, conveyed and limited, **To the use** of such person or persons, and for such estate and estates, and to and for such uses, intents and purposes as they the said *Abel Allen* and *Belinda* his wife should at any times or time then after, during their joint lives, by any deed or deeds, writing or writings under both their hands and seals, attested by two or more credible witnesses, limit, declare, direct or appoint, and for default of and until such limitation, direction or appointment, **To the use and behoof** of the said *Abel Allen*, for and during the term of his natural life, without impeachment of waste; **And** from and after his decease **To the use** of the said *Belinda* his wife, for and during the term of her natural life, without impeachment of waste; **And** from and after her decease, **Then to the use and behoof** of the said *Abel Allen*, and of his heirs and assigns for ever, as by the said recited indentures of lease and release and common recovery, relation being thereunto respectively had, may more fully and at large appear. **Now know ye,** that the said *Abel Allen* and *Belinda* his wife, by force and virtue of the said recited power and authority to them in that behalf given or reserved as aforesaid, and of all and every other power and powers, authority and authorities to them in that behalf given or reserved, or in any wise enabling them thereunto, **Do** by this their deed or writing under both their hands and seals, attested by, and duly executed in the presence of the persons whose names are hereupon indorsed as witnesses hereunto, limit, declare, direct and appoint, **That all** and every the said messuages, lands, tenements, hereditaments, and premises, with their and every of their appurtenances, shall from henceforth be, go, remain and continue; **And that** the said recited indentures of lease and release and common recovery thereupon suffered, and the full force and effect of the same, and of every of them, shall be and enure, and shall be adjudged and taken to be and enure, and so are meant and intended to be and enure; **And that** the said *Edward Emmett*

Indentures of lease, release, and a recovery recited, whereby lands, &c. were conveyed,

to such uses as husband and wife should appoint, and in default of appointment, to the use of them respectively for life *sans* waste, Remainder to his heirs. The appointment by them both,

and the recovery to enure.

*Emmett* (the demandant in the ſaid recovery named) and his heirs, ſhall ſtand and be ſeiſed of the ſaid meſſuages, lands, tenements, hereditaments and premiſes, and of every of them, and of every part and parcel thereof, to and for ſuch uſes, intents and purpoſes, and under and ſubject to ſuch powers, proviſoes and agreements, and charged and chargeable in ſuch manner, as are herein after in that behalf mentioned, expreſſed or declared; (that is to ſay) **To the uſe and behoof** of the ſaid *Abel Allen* and his aſſigns, for and during the term of his natural life, without impeachment of waſte; **And** from and after his deceaſe, **Then to the uſe and behoof** of the ſaid *Belinda* his wife, and of her heirs and aſſigns for ever. **Provided always nevertheleſs**, and it is the true intent and meaning of theſe preſents, and the ſaid *Abel Allen* and *Belinda* his wife, **Do** hereby declare, direct and appoint, that it ſhall and may be lawful to and for him the ſaid *Abel Allen*, by his laſt will and teſtament in writing, to be by him ſigned, ſealed and publiſhed in the preſence of three or more credible witneſſes, to charge the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or any of them, or any part thereof, with any ſum or ſums of money (not exceeding in the whole the ſum of eight hundred pounds of lawful money of Great Britain) to be levied and raiſed after the deceaſe of her the ſaid *Belinda*, and not before or ſooner, and to be paid and diſpoſed of to ſuch perſon or perſons, and for ſuch uſes and purpoſes, and at ſuch time or times (after the deceaſe of the ſaid *Belinda*) and in ſuch parts and proportions, manner and form, as he the ſaid *Abel Allen* ſhall, by ſuch his laſt will and teſtament atteſted as aforeſaid, limit, direct, give or appoint the ſame: any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. **Provided alſo**, and it is the true intent and meaning of theſe preſents, and the ſaid *Abel Allen* and *Belinda* his wife **Do** hereby further declare, direct and appoint, that it ſhall and may be lawful to and for them the ſaid *Abel Allen* and *Belinda* his wife, at any time or times hereafter during their joint lives, by any deed or deeds, writing or writings, under both their hands and ſeals, atteſted by three or more credible witneſſes, to revoke, alter, make void, or change all and every or any the uſes, eſtates, powers, declarations, directions, limitations or appointments herein before made, limited, declared, directed or appointed, or any of them, or any part thereof; and by the ſame deed or deeds, writing or writings, or any other deed or deeds, writing or writings under both their hands and ſeals, to be atteſted as aforeſaid, to limit, declare, direct or appoint, any new or other uſe or uſes, truſt or truſts, eſtate or eſtates, with or without power of revocation, of or concerning the premiſes, or any of them, or any part thereof, whereof or concerning which ſuch revocation or alteration ſhall be made as aforeſaid, and ſo from time to time, and as often as they the ſaid *Abel Allen* and *Belinda* his wife ſhall, during their joint lives, think fit and ſee occaſion; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In witneſs**, &c.

To the huſband for life *ſans* waſte, then to the uſe of the wife in fee.
A power reſerved to the huſband to charge a certain ſum by will, to be raiſed after her death.

A power of revocation reſerved to them both jointly, toties quoties.

*(Horſeman.)*

## *By a Mother (a Truſtee) of Money to be raiſed for the Advancement of a younger Son, wherein was contained an Aſſignment of Truſt by the other Truſtee.*

By Indorſement.

**To all People**, *&c.* The within named *E. N.* and *J. H.* ſend greeting. **Whereas** the within named *W. N.* party to the within written indenture, is ſince the making thereof departed this life, leaving the ſaid *E. N.* his widow, who is ſtill unmarried, and leaving iſſue by the ſaid *E.* the within named *W. N.* his eldeſt ſon, and *H. N. T. N. E.* wife of *H. J. J. N.* and *M. N.* his younger children, and the ſaid *W. N.* the ſon hath ſince departed this life without iſſue: **And whereas** the ſaid *T. N.* having attained his age of twenty-one years, the ſaid *E. N.* is minded to appoint to him, for his advancement and preferment in the world, ſuch part of the within mentioned ſum of one thouſand pounds as is herein after mentioned, and the reſidue thereof for the benefit of her other children: **Now know ye**, that the ſaid *E. N.* for the better advancement and preferment of the ſaid *T. N.* in the world, and for other good cauſes *&c.* **Hath** given, ordered, directed and appointed, and by, *&c.* **Doth** (by virtue of the power to her reſerved and given in and by the within written indenture, and of all other powers which ſhe hath in this behalf) give, *&c.* that the ſum of nine hundred and ninety-nine pounds, part of the ſaid ſum of one thouſand pounds, by the within written indenture provided to be raiſed out of the manor, *&c.* therein compriſed for the portions of the younger children of the ſaid *W. N.* the elder and *E.* his wife, ſhall be raiſed and paid for and to the ſaid *T. N.* for his own uſe and benefit, and the twenty ſhillings reſidue thereof to be equally divided amongſt the ſaid *E. J. J. N.* and *M. N.* ſhare and ſhare alike. *(After this there was a recital that the ſaid* J. H. *was unwilling to act in the truſts in the within deed; and an aſſignment of the premiſes, ſubject to the ſaid truſts to the ſaid* E. N. *the other truſtee, with a covenant that he had not incumbered the premiſes.* See Tit. **Aſſignment.**) **In witneſs** whereof the ſaid *E. N.* and *J. H.* have, *&c.* Peruſed by *J. Ward* who conceived the truſtee might ſafely execute it.

Recital.
Of huſband's death.
His iſſue,
Eldeſt ſon's death.
The mother mindful to prefer a younger ſon.

*(Wood.)*

## *Appointment or Power for a Creditor to receive and retain Sixty-ſeven Pounds out of Intereſt Monies, &c. in Satisfaction of his Debt.*

**To all to whom**, *&c.* We *W. H.* of, *&c.* Gentleman, and *E. H.* wife of the ſaid *W. H.* ſend greeting. **Whereas** by one indenture *tripartite* bearing date, *&c.* and made, *&c.* between *M. R.* of, *&c.* of the firſt part, us the ſaid *W. H.* and *E.* of the ſecond part, and the Right Reverend Father in God *J.* Lord Biſhop of O. and *E. E.* of, *&c.* Gentleman, of the third part, *It is mentioned and declared*, that ſeveral meſſuages, *&c.* of the ſaid *M. R.* in, *&c.* are charged and chargeable with the ſum of two thouſand three hundred and one pounds eighteen ſhillings and five-pence farthing, and intereſt for the ſame, to the ſaid Lord Biſhop of O. and *E. E.* and the ſurvivor of them, his heirs and aſſigns; **In Truſt**, and to and for the uſe and benefit of us the ſaid *W. H.* and *E.* my wife, as therein mentioned: **And whereas** I the ſaid *W. H.* jointly and ſeverally with the ſaid *E. E.* did ſign and ſubſcribe

Recital of a deed, charging lands with 2301l. 18s. 5d. farthing and intereſt, in truſt for W. H. and E. his wife.
W. H. and E. E. joined in a note for 50l. which E. E. has

paid off, and paid another debt of 26l. both the debts of W. H. W. H.'s own note for 12l. to A. W. Power for E. E. to receive and retain intereſt of the ſaid 2301l. 18s. 6d. farthing till ſaid debts are paid.

ſcribe unto *A. W.* of, *&c.* one promiſſory note, bearing date, *&c.* in the ſum of fifty pounds for value received: **And whereas** the ſaid *E. E.* hath ſome time ſince with his own proper money paid off and diſcharged the ſaid note, and the money due thereon; and hath likewiſe paid unto *W. J.* of, *&c.* the farther ſum of twenty-ſix pounds, being a debt due from me the ſaid *W. H.* to the ſaid *W. J.* which ſaid ſeveral ſums of fifty pounds and twenty-ſix pounds (amounting in the whole to the ſum of ſeventy-ſix pounds) I the ſaid *W. H.* do hereby acknowledge to have been my proper debt, and to have been reſpectively anſwered and paid by the ſaid *E. E.* at my requeſt and direction: **And whereas** I the ſaid *W. H.* by a promiſſory note, ſtand juſtly indebted to the ſaid *A. W.* in the ſum of eleven pounds, beſides the ſaid ſum of ſeventy-ſix pounds ſo due to the ſaid *E. E.* aforeſaid, which I do hereby alſo acknowledge: **Now know all Men** by theſe preſents, that we the ſaid *W. H.* and *E. H.* being well ſatisfied of the truth of the premiſes, and in conſideration thereof, and for repaying, as well to the ſaid *E. E.* his executors and adminiſtrators, the ſaid ſum of ſeventy-ſix pounds ſo due to him as aforeſaid, as alſo the ſaid ſum of eleven pounds unto the ſaid *A. W.* **Do** hereby reſpectively direct, authorize and empower him the ſaid *E. E.* his heirs, executors, adminiſtrators and aſſigns, to retain, refund, take and receive, ſue for and recover all arrears of intereſt which now are, or at any time hereafter ſhall grow due for the ſaid principal ſum of two thouſand three hundred and one pounds eighteen ſhillings and five-pence farthing as aforeſaid, for ſo long time, and until he the ſaid *E. E.* his executors, adminiſtrators and aſſigns, be fully paid and ſatisfied the ſaid ſum of ſeventy-ſix pounds ſo due to him as aforeſaid, as alſo the ſaid ſum of eleven pounds for the uſe and benefit of the ſaid *A. W.*

This deed not to prejudice the truſt concerning the principal money, *&c.*

**Provided always** that theſe preſents, or any thing herein contained, ſhall not extend to charge or prejudice the ſaid truſt, of and concerning the ſaid principal money, or the intereſt thereof, no further or otherwiſe, than with and for the ſaid ſum of ſeventy-ſix pounds unto the ſaid *E. E.* and alſo the ſaid ſum of eleven pounds unto the ſaid *A. W.* as aforeſaid, but the ſame ſhall from and after ſuch payment remain, continue, and be upon truſts declared of and concerning the ſame, in and by the ſaid recited indenture. **In Witneſs,** *&c.*

*(Wood.)*

## *Appointment (by Deed Poll) of a Jointure by Virtue of a Will.*

P. B. ſeiſed; his will.

**To all to whom,** *&c.* I *P. B.* late of, *&c.* (eldeſt ſon and heir apparent of *J. B.* of, *&c.* and deviſee for life named in the laſt will and teſtament of *P. B.* late or heretofore of, *&c.* deceaſed) ſend greeting. **Whereas** the ſaid *P. B.* deceaſed, being ſeiſed in fee of the manor of, *&c.* *And* being ſo ſeiſed and poſſeſſed, *He* the ſame *P. B.* by his ſaid will duly executed bearing date, *&c.* gave and deviſed all his ſaid manors, *&c.* whatſoever and whereſoever, unto *M. A.* Eſquire, and *W. A.* Gentleman, and their heirs, to the ſeveral uſes, upon the truſts, intents and purpoſes therein and herein after mentioned and expreſſed, *viz. To the uſe* of his the teſtator's firſt and other ſons in tail male ſucceſſively, with remainder to his couſin *J. B.* for his life, being the herein above named *J. B.* (with remainder to the ſaid truſtees, *&c.*) with remainder to his ſon *P. B.* (being the firſt herein above named *P. B.*) for

The anſwer.

his life, *With* power for him from time to time to ſettle, either before or after marriage, any part of the ſaid premiſes thereby deviſed, (other than and except the lands lying in, *&c.*) not exceeding the value of five hundred pounds ſterling *per annum*, above all reprizes, (public taxes only excepted) upon any woman whom he the ſaid *P. B.* ſhould take to wife, for her life only, for her jointure, and ſubject to ſuch power of making a jointure as aforeſaid; to the uſe of the ſaid *M. A.* and *W. A.* and their heirs, during the life of the ſaid *P. B.* the ſon, in truſt, to preſerve the contingent uſes therein after limited; with remainder to the firſt and other ſons of the ſaid *P. B.* in tail male ſucceſſively, with other remainders over, *As* by the ſaid will, duly proved by the executors thereof, (relation being thereunto had) more

P. B. died without iſſue, J. B. ſeiſed by the limitations in the ſaid will.

fully may appear: **And whereas** the ſaid *P. B.* the teſtator dying without leaving any iſſue male of his body living, or born after his death, the above named *J. B.* by virtue of the limitations in his ſaid recited will, is now in the poſſeſſion of the ſaid thereby deviſed manors, *&c.* and premiſes, and is entitled to the rents, iſſues and profits thereof, during his natural life; and from and after his death, the ſaid *P. B.* his ſon (in caſe he him ſurvive) will alſo, by virtue of the ſaid will, be entitled to the poſſeſſion of the ſaid manors, *&c.* and premiſes, and the rents, iſſues and profits thereof during his natural life, with power for him now, or at any time hereafter, to ſettle a jointure thereout on any wife he has or

Appointment of a jointure.

ſhall marry, in ſuch manner as therein and herein above is mentioned; *Which* power has not yet been executed and performed by the ſaid *P. B.* **Now know ye, and theſe Preſents witneſs,** That I the ſaid *P. B.* (ſon of the ſaid *J. B.*) **In** conſideration of the marriage ſometime ſince had and ſolemnized between me and *A.* my now wife, and in conſideration thereof, and of the real love and affection which I have for the ſaid *A.* my wife, and to the end and intent to make a proviſion for her future ſupport and maintenance, (in caſe ſhe ſhall ſurvive and out-live my father and me the ſaid *P. B.* her huſband) and for divers other good and valuable cauſes and conſiderations me hereunto eſpecially moving, **I** the ſaid *P. B.* (ſon of the ſaid *J. B.*) in purſuance of and by virtue of the ſaid power to me given in and by the ſaid recited will of the ſaid *P. B.* (the teſtator) and of all and every the power and powers and authorities whatſoever to me in any wiſe given, reſerved and belonging, **have** ſettled, limited, directed and appointed, and by this my preſent deed or writing (by me ſigned, ſealed and delivered in the preſence of ——— three credible witneſſes, whoſe names are hereon ſubſcribed) **Do** ſettle, direct, limit and appoint unto the ſaid *A.* my now wife, as and for her jointure, during her natural life, the ſum of five hundred pounds ſterling *per annum*, above all reprizes, (public taxes only excepted) to be iſſuing and payable out of all and ſingular the ſaid manors, *&c.* ſituate in, *&c.* (ſave and except, *&c.*) the ſaid yearly ſum of five hundred pounds to be paid to the ſaid *A.* my wife, and her aſſigns, during her natural life, in full of her jointure, from and immediately after the ſeveral deceaſes of the ſaid *J. B.* and the ſaid *P. B.* his ſon, and the ſurvivor of us, and to be paid by equal half-yearly payments, (to wit) on Michaelmas-Day and Lady-Day yearly; the firſt of which half-yearly payments to begin and be made to my ſaid wife on ſuch of the ſaid days as ſhall firſt and next happen after the ſeveral deaths of the ſaid *J. B.* and me the ſaid *P. B.* his ſon and the ſurvivor of us. **In witneſs,** *&c.*

*(Wood.)*

*Appointment*

*Appointment by an intended Wife, that Truſtees ſhall ſtand ſeiſed of Premiſes mortgaged in Fee, in Truſt for the Huſband.*

TO all, &c. *J. A.* of, *&c.* Eſquire, and *E. J.* ſpinſter, daughter of, *&c.* and the within named *R. L.* ſend greeting. **Whereas** the ſaid *R. L.* was a truſtee of the within written mortgage, for the ſaid Counteſs Dowager of D. who did in her life-time transfer *all* the within written mortgage-money and intereſt unto the ſaid *E. J.* **And whereas** a marriage is intended, by God's permiſſion, ſhortly to be had and ſolemnized between the ſaid *J. A.* and *E. J.* and the ſaid *E. J.* hath contracted and agreed that the ſaid *J. A.* ſhall have and receive the within mentioned mortgage-money of five hundred pounds, and all intereſt from henceforth to grow due for the ſame, as part of the marriage portion of the ſaid *E. J.* **Now** the ſaid *E. J.* **Doth** hereby direct and appoint the ſaid *R. L.* and his heirs, from henceforth to ſtand ſeiſed of the within mentioned mortgaged meſſuages, cloſes, pieces and parcels of land, and hereditaments, and of the within written mortgage and ſecurity, and the ſaid five hundred pounds principal money, and of all intereſt from henceforth to grow due for the ſame, **In truſt** for the ſaid *J. A.* his executors, adminiſtrators and aſſigns. (R. L. *covenants with* J. A. *that he hath not incumbered, and that he will from henceforth ſtand ſeiſed in truſt for him, his executors, adminiſtrators and aſſigns.*) **In witneſs**, &c.

*Appointment of Lands by a Wife to her ſecond Huſband and herſelf, and their Heirs and Aſſigns for ever, purſuant to a Power reſerved in a Settlement made on her firſt Marriage.*

TO all to whom, &c. *J. C.* the now wife of *W. C.* of, *&c.* ſend greeting. **Whereas** the ſaid *J. C.* whilſt ſhe was ſole (by the name of *J. E.* of, *&c.*) by indenture of leaſe and releaſe, bearing date, *&c.* in conſideration of a marriage then agreed on between the ſaid *J.* and one *T. W.* of, *&c.* *did* grant, *&c.* unto *W. W.* of, *&c.* and *R. W.* of, *&c.* **All** that, *&c. to be had and holden* unto the ſaid *W. W.* and *R. W.* their heirs and aſſigns for ever, to the uſes, *&c.* (*of the ſaid* J. E. *till marriage, afterwards to her firſt huſband for life; remainder to herſelf for life; remainder to truſtees for* 60 *years to pay* 100l. *to whom ſhe ſhould appoint; remainder to her iſſue by her former huſband; and in default of iſſue, to whom ſhe ſhould appoint, and in default of ſuch appointment, to the uſe of the huſband and his heirs and aſſigns for ever:*) **And whereas** the ſaid marriage did afterwards take effect, and the ſaid *T. W.* is ſince dead, and ſhe the ſaid *J. E.* has ſince intermarried with the ſaid *W. C.* her preſent huſband: **Now know ye** that the ſaid *J. C.* in conſideration of the ſaid marriage laſt mentioned, and for other conſiderations thereunto moving **Hath** (in purſuance of the power to her reſerved and given in and by the ſaid recited indenture of releaſe) limited, ordered, directed and appointed; and by this preſent writing ſigned with her hand, and ſealed with her ſeal, in the preſence of *J. T. J. B.* and *A. D.* being three credible witneſſes, **Doth** order, *&c.* that all and ſingular the ſaid premiſes above mentioned, with the appurtenances, ſhall from henceforth for ever hereafter be and remain, and the ſaid *W. W.* and *R. W.* and their heirs, and all and every other perſon and perſons, and his and their heirs, ſtanding and being ſeiſed of and in the ſaid meſſuage, tenement and premiſes above recited, ſhall at all times hereafter ſtand and be ſeiſed thereof, and of every part and parcel thereof, with the appurtenances, **To the uſe** and behoof of the ſaid *W. C.* and *J.* his wife, their heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. **In witneſs**, &c.

Recital of ſettlement on the firſt marriage.

Firſt huſband's death, and ſecond marriage.

Appointment.

*(Wood.)*

*Appointment by a Father of the Truſt of a Term raiſed by a Marriage Settlement; he gives an Annuity to his eldeſt Son for Life, another to a Daughter for Life for her ſeparate Uſe, notwithſtanding Coverture, and ſubject to thoſe, the Reſidue to his ſecond Son. If the eldeſt Son diſturbs the Truſt he is to bear the Coſts. A Power reſerved to revoke, and declare new Uſes.*

THIS Indenture made the 19th day of June, in the 19th year, *&c.* and in the year of our Lord 1779, **Between** *Anſley Aſke* of Aſhfield in the county of Berks, Gentleman, of the one part, and *Chriſtopher Cary* of Carlton in the county of Derby, Gentleman, of the other part. **Whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe being tripartite, bearing date the 18th day of September, which was in the year of our Lord 1762, and made or mentioned to be made between *Edward Aſke* late of Aſhfield aforeſaid, Eſquire, ſince deceaſed, of the firſt part, *Francis Field* late of the pariſh of St. Helen, London, merchant, ſince alſo deceaſed, and the ſaid *Chriſtopher Cary*, by the name of *Chriſtopher Cary* of the pariſh of St. Magnus, London, grocer, of the ſecond part, and the ſaid *Anſley Aſke*, by the name of *Anſley Aſke*, Gentleman, ſon and heir apparent of the ſaid *Edward Aſke* of the third part, *Reciting* a marriage then intended (which was afterwards had and ſolemnized) between the ſaid *Anſley Aſke* and *Grace Field* (ſince deceaſed) eldeſt daughter of the ſaid *Francis Field*; the ſaid *Edward Aſke* for the conſiderations in the ſaid indenture of releaſe mentioned, *did* grant, releaſe and confirm unto the ſaid *Francis Field* and *Chriſtopher Cary*, and their heirs, **All that** capital meſſuage and farm, and thoſe lands, arable, meadow and paſture, containing together by eſtimation two hundred and twenty-eight acres, whereof the ſaid arable lands contain by eſtimation one hundred and eighty-four acres, and the ſaid meadow and paſture lands contain by eſtimation forty-four acres, which ſaid meſſuage, farm, lands and premiſes, are ſituate and being in the pariſh of Aſhfield aforeſaid, in the ſaid county of Berks, and were thentofore in the tenure or occupation of *John Grant*, Gentleman, or his aſſigns, and then were in the poſſeſſion or occupation of the ſaid *Edward Aſke* and *Anſley Aſke*, or one of them, and all houſes, outhouſes, barns, ſtables, edifices, gardens, orchards, lands,

A marriage ſettlement by leaſe and releaſe recited.

The parcels.

lands, commons, ways, paſſages, eaſements, commodities, hereditaments and appurtenances whatſoever to the ſaid capital meſſuage, farm and premiſes, or any of them belonging, or in any wiſe appertaining; *To hold* to the ſaid *Francis Field* and *Chriſtopher Cary*, their heirs and aſſigns, to the uſe of the ſaid *Edward Aſke* and his heirs until the ſaid intended marriage ſhould be ſolemnized, and from and after the ſolemnization thereof, then (ſubject to ſeveral annuities therein particularly mentioned, and all ſince determined) *to the uſe* of the ſaid *Anſley Aſke* for the term of his natural life, without impeachment of waſte; and from and after his deceaſe, then (ſubject to another annuity therein mentioned, and ſince alſo determined) *to the uſe* of the ſaid *Francis Field* and *Chriſtopher Cary*, their executors, adminiſtrators and aſſigns, for the term of one hundred years, without impeachment of waſte, *upon ſuch truſts* as are therein after declared concerning the ſame; and after the determination of the ſaid term of one hundred years, *to the uſe* of the firſt and other ſons of the ſaid *Anſley Aſke* on the body of the ſaid *Grace Field* lawfully to be begotten ſucceſſively in tail male, with divers remainders over. And by the ſaid indenture of releaſe *it is declared and agreed*, that the ſaid term of one hundred years was limited to the ſaid *Francis Field* and *Chriſtopher Cary*, for the better ſecuring the payment of ſeveral annuities therein mentioned (which are ſince determined); And to this further intent, and it was thereby declared and agreed, that the ſaid *Anſley Aſke* ſhould have full power and liberty, at his free will and pleaſure, at any time or times during his life, by any deed or deeds, writing or writings to be by him ſigned and ſealed in the preſence of two or more credible witneſſes, or by his laſt will and teſtament in writing, to be by him ſigned and publiſhed in the preſence of the like number of witneſſes, to give, limit, diſpoſe or direct the remaining benefit of the ſaid term of one hundred years, and the reſidue of the rents and profits during the ſame, of and in the premiſes as ſhould be then undiſpoſed in the execution and performance of the other truſts of the ſame term (and which are all ſince determined) unto, and for ſome, or any, or all ſuch child or children to be begotten by him the ſaid *Anſley Aſke* on the body of the ſaid *Grace Field*, whether born in his life-time or born after his deceaſe, in ſuch ſhares or parts, or entirely, or for and during the whole or any part or parts of the then reſidue of the ſaid term of one hundred years, and in ſuch manner and form only as he the ſaid *Anſley Aſke* ſhould ſo give, limit, diſpoſe or direct the ſame. Now this Indenture witneſſeth, that the ſaid *Anſley Aſke* in purſuance of the aforeſaid truſts, and by virtue of the power and authority to him given and reſerved, in and by the ſaid recited indenture, and of all and every other powers and authorities to him in that behalf given or reſerved, or any way enabling him thereunto, Doth by this preſent deed or inſtrument by him ſigned and ſealed in the preſence of the perſons whoſe names are hereupon indorſed as witneſſes hereunto, direct and appoint, that from and after his deceaſe the ſaid term of one hundred years, Of, and in all the ſaid capital meſſuage, lands, hereditaments and premiſes, ſhall remain, continue and be, and that the ſaid *Chriſtopher Cary*, his executors, adminiſtrators and aſſigns, ſhall ſtand and be poſſeſſed of the ſame, and of the rents and profits thereof, and of every part thereof, during all the ſaid term of one hundred years, upon ſuch truſts, and to and for ſuch intents and purpoſes, and under, and ſubject to ſuch proviſoes and agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame: And the ſaid *Anſley Aſke* doth hereby give, limit, diſpoſe of and direct the ſame accordingly *(that is to ſay)* Upon truſt, that he the ſaid *Chriſtopher Cary*, his executors, adminiſtrators and aſſigns, ſhall and do from and after the deceaſe of the ſaid *Anſley Aſke*, by and out of the rents, iſſues and profits of the ſaid capital meſſuage, lands, hereditaments and premiſes, pay or cauſe to be paid unto *Henry Aſke* (eldeſt ſon of the ſaid *Anſley Aſke)* and his aſſigns, for and during the term of his natural life, one annuity or yearly rent or ſum of ſixty pounds of lawful money of Great Britain, by four equal quarterly payments; the firſt quarter's payment thereof to begin, and to be made at the end of three calendar months next after the deceaſe of the ſaid *Anſley Aſke*, which annuity or yearly rent of ſixty pounds is at all times to bear and be ſubject to a proportionable part of ſuch land-tax as ſhall for the time being be chargeable upon the ſaid meſſuage, lands and premiſes by act of parliament. And upon this further truſt, that he the ſaid *Chriſtopher Cary*, his executors, adminiſtrators and aſſigns, ſhall and do from and after the deceaſe of the ſaid *Anſley Aſke*, by and out of the rents, iſſues and profits of the ſaid capital meſſuage, lands, hereditaments and premiſes, pay or cauſe to be paid for and during the natural life of *Judith Jenks* (wife of *Lewis Jenks* of London, grocer, and daughter of the ſaid *Anſley Aſke) one annuity*, yearly rent or ſum of forty pounds of like money, by four equal quarterly payments, unto ſuch perſon or perſons, and for ſuch uſes and purpoſes, and in ſuch parts and proportions, manner and form as ſhe the ſaid *Judith Jenks*, notwithſtanding her coverture, and whether ſhe ſhall be ſole or married, ſhall by any writing or writings under her hand from time to time direct or appoint, to the intent that the ſame may not be at the diſpoſal of, or ſubject or liable to the controul, debts or engagements of the ſaid *Lewis Jenks* her huſband, but only at her own ſole and ſeparate diſpoſal; and in default of, and until ſuch direction or appointment, to the proper hands of the ſaid *Judith Jenks*, whoſe receipt under her hand ſhall from time to time, notwithſtanding her coverture, be a ſufficient diſcharge to the perſon or perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch receipt ſhall be given; the firſt quarter's payment of the ſaid annuity of forty pounds to begin, and to be made at the end of three calendar months next after the deceaſe of the ſaid *Anſley Aſke*, which ſaid annuity or yearly rent of forty pounds is likewiſe at all times to bear, and be ſubject to a proportionable part of ſuch land-tax, as ſhall for the time being be chargeable upon the ſaid meſſuage, lands and premiſes by act of parliament; *And ſubject* to and charged, and chargeable with the ſaid two ſeveral annuities of ſixty pounds and forty pounds in manner aforeſaid, Upon truſt, that he the ſaid *Chriſtopher Cary*, his executors, adminiſtrators and aſſigns, ſhall and do immediately from and after the deceaſe of the ſaid *Anſley Aſke* ſtand and be poſſeſſed of the ſaid term of one hundred years, of and in the ſaid capital meſſuage, lands, hereditaments and premiſes, in truſt for, and for the only benefit of *Matthew Aske*, (ſecond ſon of the ſaid *Anſley Aske)* his executors, adminiſtrators and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, That in caſe the ſaid *Henry Aske* the ſon ſhall at any time hereafter ſue, moleſt or diſturb the ſaid *Chriſtopher Cary*, his executors, adminiſtrators or aſſigns, or any of them, in the execution of any of the aforeſaid truſts, or ſhall do or cauſe, or procure to be done, any other act or thing whereby the aforeſaid truſts, or any of them, ſhall in any wiſe be impeached, hindered, obſtructed or defeated, Then, and in ſuch caſe, and ſo often, all loſs, coſts, charges, damages or expences, which ſhall be occaſioned thereby, ſhall from time to time be borne, diſcounted, paid and allowed out of his the ſaid *Henry Aske*'s ſaid annuity of ſixty pounds *per annum*; (any thing herein contained to the contrary thereof in any wiſe notwithſtanding.)

Habendum

to the uſe of the huſband for life ſans waſte.

Then to the truſtees for a long term.

Then to firſt and other ſons of the marriage in tail male.

Recital that the truſt of the term was (after others ſince determined) to provide for younger children by the father's appointment.

The appointment,

after the father's death,

to his eldeſt ſon an annuity for life, ſubject to the land-tax,

and after the father's death another annuity for life to a daughter, for her ſeparate uſe, &c,

ſubject to land-tax.

and charged with thoſe annuities, in truſt for his ſecond ſon, his executors, &c.

Proviſo if the eldeſt ſon ſue or moleſt the truſtee, &c. the coſts to be diſcounted out of his annuity.

Provided

Power to revoke, and declare new uſes.

**Provided alſo**, and it is hereby further declared and agreed, by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, That it ſhall and may be lawful to and for the ſaid *Anſley Aske*, at any time or times hereafter during his life, at his free will and pleaſure, by any writing or writings under his hand and ſeal, atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, to be by him ſigned, ſealed and publiſhed in the preſence of three or more credible witneſſes, to revoke, alter, make void or change, all and every or any the truſts and appointments herein before made, or raiſed, of or concerning the ſaid term of one hundred years, of and in the ſaid capital meſſuage, lands, hereditaments and premiſes, or any part thereof; and by the ſame writing or writings, or laſt will and teſtament, or by any other writing or writings to be by him ſigned, ſealed and atteſted as aforeſaid, to limit, declare or appoint any new or other truſts, powers or appointments, of or concerning the ſaid term of one hundred years of and in the premiſes, or ſuch parts thereof, whereof or concerning which ſuch revocation ſhall be made as aforeſaid, and ſo from time to time and as often as he ſhall think fit; (any thing herein contained to the contrary thereof in any wiſe notwithſtanding.) **In witneſs**, *&c.*

Toties quoties.

(*Horſeman.*)

*Appointment by a Father, of the Truſt of a Term raiſed by a Marriage Settlement, after his Death, to pay his eldeſt Son an Annuity for Life, ſubject to the Land-Tax, and another Annuity to a Daughter for her ſeparate Uſe*, &c. *and charged with Annuities in Truſt for a ſecond Son, with a Proviſo, that if the eldeſt ſues*, &c. *the Truſtee*, &c. *the Coſts ſhall be diſcounted out of his Annuity.*

Recitals.

**This Indenture** made, *&c.* **Between** *A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part. **Whereas**, *&c. (Recital of a marriage ſettlement of lands, to the uſe of the huſband for life*, ſans waſte, *then to the truſtees for one hundred years, then to the uſe of the firſt and other ſons of the marriage in tail male; the truſt of which term, after others ſince determined, is declared to provide for younger children by the father's appointment.)* **Now this Indenture witneſſeth**, that the ſaid *A. B.* in purſuance of the aforeſaid truſts, and by virtue of the power, *&c.* **Doth** by this preſent deed, *&c.* direct and appoint, that from and after his deceaſe, the ſaid term of one hundred years, of and in the ſaid meſſuage, *&c.* ſhall remain, continue and be, and that the ſaid *C. D.* his, *&c.* ſhall ſtand and be poſſeſſed of the ſame, and of the rents and profits thereof, and of every part thereof, during all the ſaid term of one hundred years, upon ſuch truſts, and to and for ſuch intents and purpoſes, and under and ſubject to ſuch proviſoes and agreements, as are herein after mentioned, expreſſed and declared, of and concerning the ſame; **And** the ſaid *A. B.* **Doth** hereby give, limit, diſpoſe of and direct the ſame accordingly, (that is to ſay) **Upon Truſt** that he the ſaid *C. D.* his, *&c.* ſhall and do from and after the deceaſe of the ſaid *A. B.* by and out of the rents, *&c.* of the ſaid meſſuages, *&c.* pay or cauſe to be paid unto *H. B.* (eldeſt ſon of the ſaid *A. B.*) and his aſſigns, for and during the term of his natural life, one annuity or yearly rent or ſum of ſixty pounds of, *&c.* by four equal quarterly payments; the firſt quarter's payment thereof to begin and to be made at the end of three kalendar months next after the deceaſe of the ſaid *A. B.* which annuity or yearly rent of ſixty pounds is at all times to bear and be ſubject to a proportionable part of ſuch land-tax, as ſhall for the time being be chargeable upon the ſaid meſſuage, *&c.* by act of parliament. **And upon this further Truſt**, that he the ſaid *C. D.* his, *&c.* ſhall and do, from and after the deceaſe of the ſaid *A. B.* by and out of the rents, *&c.* of the ſaid meſſuage, *&c.* pay or cauſe, *&c.* for and during the natural life of *J. K.* (wife of *L. K.* of, *&c.* and daughter of the ſaid *A. B.*) one annuity, yearly rent or ſum of forty pounds of, *&c.* by four, *&c.* unto ſuch perſon or perſons, and for ſuch uſes and purpoſes, and in ſuch parts, proportions, manner and form, as ſhe the ſaid *J. K.* notwithſtanding her coverture, and whether ſhe ſhall be ſole or married, ſhall by any writing or writings under her hand, from time to time direct or appoint, to the intent that the ſame may not be at the diſpoſal of, or ſubject or liable to the controul, debts or engagements of the ſaid *L. K.* her huſband, but only at her own ſole and ſeparate diſpoſal; and in default of, and until ſuch direction or appointment, to the proper hands of the ſaid *J. K.* whoſe receipt under her hand ſhall from time to time, notwithſtanding her coverture, be a ſufficient diſcharge to the perſon or perſons who ſhall ſo pay the ſame, for ſo much thereof, for which ſuch receipt ſhall be given; the firſt quarter's payment of, *&c.* to begin, *&c.* which ſaid annuity, *&c.* of forty pounds is likewiſe at all times to bear, *&c. (ut ſupra.)* **And ſubject** to, and charged and chargeable with the ſaid two ſeveral annuities of ſixty pounds and forty pounds in manner aforeſaid; **Upon Truſt** that he the ſaid *C. D.* his, *&c.* ſhall and do, immediately from and after the deceaſe of the ſaid *A. B.* ſtand and be poſſeſſed of the ſaid term of one hundred years, of and in the ſaid meſſuage, *&c.* in truſt for and for the only benefit of *M. B.* (ſecond ſon of the ſaid *A. B.*) his, *&c.* and to and for no other, *&c.* **Provided always nevertheleſs**, and it is hereby agreed and declared, by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe the ſaid *H. B.* the ſon, ſhall at any time hereafter, ſue, moleſt or diſturb the ſaid *C. D.* his executors, *&c.* or any of them, in the execution of the aforeſaid truſts, or ſhall or do cauſe, or procure to be done, any other act or thing, whereby the aforeſaid truſts, or any of them, ſhall in any wiſe be impeached, hindered, obſtructed or defeated, then and in ſuch caſe, and ſo often, all loſs, coſts, charges, damages or expences, which ſhall be occaſioned thereby, ſhall from time to time be born, diſcounted, paid and allowed out of his the ſaid *H. B.*'s ſaid annuity of ſixty pounds *per annum*, any thing, *&c.* *(Another proviſo of revocation and new declaration*, Vide Tit. **Proviſoes.**) **In Witneſs**, *&c.*

Recitals.

Appointment.

Upon truſts;

Subject, &c.

Proviſo.

(*Wood.*)

*Appointment*

*Appointment of a Moiety of an Eſtate limited for the Uſe of younger Children, who being deſirous to ſell the ſame, and the Title Deeds being refuſed to be produced, an Attorney is empowered to file a Bill in Chancery,* &c.

THIS Indenture Quadripartite, *&c.* Between *W. R.* the elder, of, *&c.* and *A.* his wife, *W. R.* the younger, (eldeſt ſon and heir apparent of the ſaid *W. R.* the elder and *A.* his wife,) and *T. G.* of, *&c.* (ſon and heir of *T. G.* late of, *&c.* deceaſed, which ſaid *T. G.* deceaſed was the ſurviving truſtee named and appointed in and by the indenture of ſettlement herein after recited) of the firſt part, *J. R. K. R.* and *R. R.* (ſons of the ſaid *W. R.* the elder and of *A.* his wife) *G. E.* of, *&c.* and *M.* his wife, and *W. W.* of, *&c.* and *A.* his wife, (which ſaid *M. E.* and *A. W.* are the two daughters of the ſaid *W. R.* the elder and *A.* his wife) of the ſecond part, *B. C.* of, *&c.* (one of the creditors of the ſaid *W. R.* the elder and *W. R.* the younger) of the third part, and *J. P.* of, *&c. T. C.* of, *&c.* and *A. B.* of, *&c.* of the fourth part: Whereas by indenture bearing date, *&c.* and made, *&c.* Between the ſaid *W. R.* the elder and *A.* his wife, of the one part, and *J. G.* late of, *&c.* (ſince deceaſed) and the ſaid *T. G.* the father, deceaſed, of the other part, *(reciting* as therein is recited;) and in purſuance of an agreement therein mentioned, and for making a ſeparate proviſion for the ſaid *A.* (the wife of the ſaid *W. R.* the elder) and her iſſue, and for preſerving them from want, according to the ſaid agreement, and for other conſiderations therein mentioned, *They* the ſaid *W. R.* the elder and *A.* his wife, (by and with the conſent of the ſaid *T. G.* and *T. G.* the father, teſtified as therein mentioned,) *Did* direct and appoint that ——— All that meſſuage, *&c.* ——— *(the parcels ſhort)* ſhould from thenceforth go and be *To and for the ſeveral uſes*, and ſubject to the limitations and agreements therein and herein after in part mentioned, limited, expreſſed and declared, of and concerning the ſame, *(viz.) To the uſe* of the ſaid *T. G.* and *T. G.* (parties thereto) and their heirs, for the life of the ſaid *A. R.* upon the truſt therein and herein after mentioned, *With* remainder to the ſaid *T. G.* and *T. G.* and their heirs, during the life of the ſaid *W. R.* the elder, *Upon* the ſubſequent truſts therein mentioned; *And as for and concerning* one moiety of all the ſaid premiſes, from and after the deceaſe of the ſaid *W. R.* the elder and *A.* his wife, *To the uſe of* the firſt ſon of the ſaid *A.* by the ſaid *W. R.* the elder in tail general; *Remainder* to the ſecond, third, fourth, and every other ſon or ſons of the ſaid *A.* by the ſaid *W. R.* the elder ſucceſſively, in tail general; *Remainder* to all the daughters of the ſaid *A.* by the ſaid *W. R.* the elder, as tenants in common; *And as for and concerning* the other moiety of the ſaid premiſes, from and after the deceaſe of the ſaid *A.* and *W. R.* her huſband, and of the ſurvivor of them, *To the uſe* of ſuch child and children of the ſaid *A.* by the ſaid *W. R.* the elder, for ſuch eſtate and in ſuch manner and form as the ſaid *W. R.* and *A.* his wife during their joint lives ſhould, by any deed or writing, to be by them ſealed and ſubſcribed in the preſence of three or more witneſſes, limit or appoint; *And in default of ſuch appointment*, or upon the end or determination of ſuch uſes and eſtates, *That then to the uſe* of the daughter or daughters, ſon and ſons of the ſaid *W. R.* the elder and *A.* his wife, (except the heir at law of the ſaid *A.* by the ſaid *W. R.* her huſband) in tail general, *With remainder* to the ſaid *W. R.* the elder and his heirs; And it is *by the ſaid indenture declared*, that the eſtate limited to the ſaid *T. G.* and *T. G.* and their heirs, during the life of the ſaid *A.* was to be upon truſt that the truſtees in a huſband-like manner ſhould cut and ſell the wood and timber on the premiſes, and take and receive the rents of the ſaid premiſes, and pay them to the ſaid *A.* for her ſeparate uſe, without any account or controul from her huſband touching the ſame: And it is *by the ſaid indenture further declared*, that the eſtate thereby limited to the ſaid truſtees and their heirs, during the life of the ſaid *W. R.* the elder, was to be *Upon truſt*, that they the ſaid truſtees and their heirs, from the death of the ſaid *A.* ſhould permit the ſaid *W. R.* the elder to receive the rents of the ſaid premiſes, for the maintenance of himſelf and his children by the ſaid *A.* in ſuch manner as they the ſaid truſtees ſhould think fit; and in caſe of his neglect, then the ſaid truſtees were to have power to retain and apply, for ſuch purpoſe, any ſum not exceeding fifteen pounds *per annum* as by, *&c.* And whereas the ſaid *J. J.* and *R. R.* and *M. E.* and *A. W.* are all the younger children of the ſaid *W. R.* the elder and *A.* his wife, which are now living, and they have all attained their ſeveral ages of twenty-one years; And whereas the ſaid *W. R.* the elder and *A.* his wife have not made any appointment of or concerning the aforeſaid moiety of the ſaid premiſes by the ſaid recited indenture, ſo limited, or intended to be limited unto or for the benefit of their younger children as aforeſaid; And whereas in and by certain articles of agreement indented, bearing date, *&c.* and made, *&c.* between the ſaid *W. R.* the elder, and *A.* his wife, the ſaid *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, of the one part, and the ſaid *J. P.* of the other part, *They* the ſaid *W. R.* the elder, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *W. W.* (in conſideration of two pounds two ſhillings of, *&c.* to them then paid, and of the further ſum of one thouſand two hundred and ſixty-ſeven pounds eighteen ſhillings, as in the ſaid recited articles and agreements herein after is mentioned,) *Did* for themſelves, and for their reſpective heirs ſeverally covenant with the ſaid *J. P.* and his heirs, that they the ſaid *W. R.* the elder and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, ſhould and would on or before, *&c.* abſolutely convey and aſſure, by ſuch conveyances, fines or other aſſurances, as the ſaid *J. P.* or his counſel ſhall adviſe, free from all incumbrances whatſoever, *All* that, *&c.* which in and by the ſaid firſt recited indenture were limited and ſettled to the ſeveral uſes herein beforementioned, *Unto* the ſaid *J. P.* and his heirs, or to ſuch other perſon or perſons, and his or their heirs, as the ſaid *J. P.* ſhould nominate and appoint; *(Subject nevertheleſs*, and it is by the ſaid recited articles agreed between all the parties thereto, that the ſaid *W. R.* the elder and *A.* his wife ſhould hold and enjoy the ſaid meſſuage, *&c.* for and during the natural lives of the ſaid *W. R.* the elder and *A.* his wife, and the life of the longer liver of them, at the yearly rent of a pepper-corn:) *In conſideration* whereof, the ſaid *J. P.* did, for himſelf and his heirs, covenant with the ſaid *W. R.* the elder, and *A.* his wife, and all other the bargainers therein named, *That* he the ſaid *J. P.* or his heirs, would pay to the ſaid bargainers the ſaid ſum of one thouſand two hundred and ſixty-ſeven pounds eighteen ſhillings, in manner as follows, *viz.* the ſum of ſix hundred and ſixty-ſeven pounds eighteen ſhillings part thereof, at the time when they ſhould ſo convey the ſaid premiſes to the ſaid *J. P.* and his heirs, or to ſuch other perſon as he or they ſhall

B. C. purchaſes.

A. B. ſolicitor.

Recitals, of a ſettlement for the maintenance of wife and children.

Uſes therein as to one moiety.

The like as to the other moiety, for younger children, by deed, &c. jointly appoint.

Declaration, to cut and ſell wood and receive rents.

As to other younger children being of age.

As to no appointment yet made for them.

Of article for ſale of premiſes to Mr. P.

or to his appointment.

J. P.'s covenant to pay purchaſe-money, &c.

ſhall appoint; and the remaining ſix hundred pounds was agreed ſhould be left in the hands of the ſaid *J. P.* and his heirs, and that the whole premiſes ſhould be a ſecurity for payment of the intereſt, after the rate of four pounds *per cent per annum*, to the ſaid *W. R.* the elder and *A.* his wife, during their lives and the life of the longer liver of them; and from and after both their deceaſes, then three hundred pounds part thereof, ſhould be paid to the ſaid *W. R.* the younger, his executors, *&c.* and the other three hundred pounds, reſidue thereof, ſhould be paid to the ſaid *J. R. K. R. R. R. E.* and *A. W.* or to their ſeveral executors, adminiſtrators or aſſigns, equally ſhare and ſhare alike, as in and by, *&c.* reference, *&c.* **And whereas** the name of the ſaid *J. P.* uſed in the ſaid articles was ſo uſed at the nomination of, and *in truſt* for the benefit of the ſaid *T. C.* which is by him the ſaid *J. P.* ſo acknowledged to be teſtified by his being a party to and executing hereof: **And whereas** ſince the executing the ſaid articles it has been diſcovered that the ſaid *W. R.* the elder, and *W. R.* the younger, have both been confined in A. gaol for ſeveral debts on judgment, and otherwiſe, and that they were both diſcharged out of cuſtody by virtue of two ſeveral orders of the court of ſeſſions held for the county of B. in purſuance of a certain act of parliament, paſſed in the year 17—, for relief of inſolvent debtors, and that at or in a ſhort time after ſuch their diſcharge, the clerk of the peace for the ſaid county had executed an aſſignment of all the eſtate and effects of him the ſaid *W. R.* the younger, (mentioned in a ſchedule to the ſaid aſſignment annexed) unto the ſaid *B. C.* and alſo to *O. P.* in the ſaid recited aſſignment named, but ſince deceaſed; two of the creditors of him the ſaid *W. R.* the younger, for and towards payment to them and the other creditors therein mentioned, of their reſpective debts therein ſpecified: * *(See after the end of this deed what alterations were intended to be made here.)* **And whereas** it hath been ſince alſo diſcovered, that, ſome time before the year 17—, the ſaid *W. R.* the elder, and *W. R.* the younger, borrowed of *R. S.* the ſum of one hundred pounds, and for ſecuring the payment thereof with intereſt, they confeſſed a judgment to him, which is preſumed to be entered upon record, and for the better ſecuring payment of the ſaid one hundred pounds and intereſt, they the ſaid *W. R.* the elder, and *W. R.* the younger, or one of them, depoſited in the hands of the ſaid *R. S.* **All** the title deeds relating to the ſaid premiſes, and they have ſince, upon the credit of ſuch depoſit, had from the ſaid *R. S.* ſeveral further ſums, amounting to two hundred pounds more, or thereabouts: **And whereas** the ſaid ſum of one hundred pounds ſo ſecured by the ſaid judgment is ſuppoſed to be charged upon, and that the ſame will, after the deceaſe of the ſaid *A. R.* affect the moiety of the ſaid premiſes, ſo to them the ſaid *W. R.* the elder, and *W. R.* the younger, by the ſaid firſt recited indenture limited as aforeſaid; but the ſaid *B. C.* the ſurviving aſſignee of the eſtate and effects of the ſaid *W. R.* the younger, inſiſts that as for the reſidue of the monies ſince advanced by the ſaid *R. S.* ſhe ſhall have no more than a dividend, equal with him and the other creditors, ariſing by ſale of the moiety of them the ſaid *W. R.* the elder and *W. R.* the younger: and the ſaid *R. S.* being lately dead, *E. E.* his widow and ſole executrix refuſes to accept of ſuch dividend, and peremptorily inſiſts on the whole debts, and will not return the title deeds now in her hands, or produce the ſame; for which reaſon it becomes neceſſary to file a bill in the Court of Chancery, and thereby oblige her to produce and lodge them in the ſaid court, and to accept of ſuch dividend as aforeſaid; and alſo to the end and purpoſe that all the ſaid premiſes may be ſold, and all parties concerned may join in ſuch ſale, and the monies ariſing thereby paid according to the direction of the ſaid court: **And whereas** all the younger children of the ſaid *W. R.* the elder, and *A.* his wife, are deſirous to convey their ſhare and intereſt in the ſaid premiſes, or to ſettle the ſame in the hands of truſtees for enabling a conveyance thereof, according to the true intent and meaning of the ſaid recited articles, and have been adviſed to file a bill for that purpoſe; but not having monies to defray their charges in ſo doing, and for carrying on a ſuit for the purpoſes aforeſaid, have requeſted the ſaid *T. C.* to advance and lend them the ſum of one hundred pounds for ſo doing, which he the ſaid *T. C.* hath agreed to do the ſame accordingly: **And whereas** for ſecurity of the repayment thereof with intereſt, it is agreed that the ſaid premiſes ſhall be ſettled in ſuch manner as herein after is mentioned: **And whereas** it is agreed by and between all the parties hereto, as are of the firſt, ſecond and third part, that the ſaid *A. B.* ſhall be, and he is by them the ſaid parties nominated to be the ſolicitor to bring ſuch bill in Chancery as aforeſaid, and to manage and carry on the ſaid intended ſuit or cauſe for the end and purpoſes aforeſaid; and that all coſts and charges relating to the ſame ſhall be born and paid by them the ſame parties (except the ſaid *T. G.* party hereto) according to their reſpective ſhares therein: **And whereas** the ſaid *T. C.* (by and with the conſent and direction of all the ſaid younger children of the ſaid *W. R.* and *A.* his wife, teſtified by their being parties and executing hereof) hath, immediately before the executing hereof, paid the ſaid ſum of one hundred pounds ſo by him agreed to be advanced as aforeſaid, into the hands of, *&c.* (a banker) for and towards the purpoſes aforeſaid: **Now theſe preſents witneſs**, that in conſideration of the premiſes, and for the end, intent and purpoſe aforeſaid, they the ſaid *W. R.* the elder, and *A.* his wife, and *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, and (at their requeſt, and by their direction and appointment, teſtified as aforeſaid) the ſaid *T. G.* party hereto, **have** and each and every of them **hath**, and by theſe preſents **Do**, and each and every of them **Doth** authorize, conſtitute and appoint, and in their place and ſtead put and depute the ſaid *A. B.* his executors, adminiſtrators and aſſigns, their true and lawful attorney and attornies, irrevocable in their names, or in the name or names of them or one of them, as counſel ſhall adviſe, forthwith to exhibit the ſaid bill in the ſaid Court of Chancery, and to carry on and manage the ſaid intended ſuit or cauſe, or any other ſuit or cauſe in the ſaid court or elſewhere, and to proſecute the ſame to effect againſt the ſaid *E. S.* and all other perſons whatſoever whom it may concern, as well for the obtaining, producing and lodging of all and every the title deeds relating to the ſaid premiſes, into the ſaid Court of Chancery, for the benefit of the purchaſer thereof; and that ſhe may be compelled to take her dividend of the monies ariſing by ſale of the moiety of the premiſes belonging to them the ſaid *W. R.* the elder, and *W. R.* the younger, in equality and according to their other creditors ſhares therein; *and that* as well the ſame moiety, as alſo the other moiety of the ſaid premiſes, may be forthwith ſold and abſolutely conveyed to the ſaid *T. C.* and his heirs, for the price or ſum of money in the ſaid recited articles mentioned; *and that* part of the monies ariſing by ſale of the ſaid premiſes after the death of the ſurvivor of them the ſaid *W. R.* the elder and *A.* his wife, may be applied and paid to and for the uſe and benefit of their ſaid younger children, according to their ſeveral ſhares in the ſaid articles mentioned; *and that* the reſidue of the monies ariſing by ſuch ſale may be applied and paid as the ſaid court ſhall direct: **And finally** they the ſaid *W. R.* the elder, and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, *W. W.* and *A.* his wife, and *T. G.* **Do** and each and every of them **Doth** give and grant unto the ſaid *A. B.* his executors and aſſigns, all their full, whole and abſolute

As to Mr. P.'s name being uſed in truſt for Mr. C.

As to the father and ſon being in gaol and diſcharged by the act of inſolvency, and the aſſignment of their eſtate to two creditors, in truſt, &c.

As to a debt due from them by judgment, and depoſit of title deeds, &c.

Suppoſed to affect the moiety of the premiſes, &c.

As to title deeds being refuſed to be produced, and to bring a bill in chancery, &c.

As to the younger children deſire that premiſes may be conveyed, &c. and they not having money to file a bill, have deſired T. C. for to lend 100l. to carry on the ſuit, &c. and his agreement thereunto as to A. B. being nominated ſolicitor.

Conſideration. Letter of attorney to carry on the ſuit.

absolute power and authority in all and singular the before mentioned premiſes, *and do* hereby allow, ratify and confirm all ſuch legal acts and things as he or they do by virtue of theſe preſents: Nevertheleſs for the purpoſes aforeſaid, **And theſe Preſents further witneſs,** that they the ſaid *W. R.* the elder, and *A.* his wife, **In conſideration** of the natural love and affection which they have for and bear unto their ſaid five younger children the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* and to the intent to make ſome proviſion for their future ſupport and maintenance, and by virtue and in purſuance of the power and authority to them reſerved and given in and by the ſaid recited indenture of ſettlement for that purpoſe, or of any other power or powers whatſoever any ways veſted in or belonging to them the ſaid *W. R.* the elder and *A.* his wife, **They** the ſaid *W. R.* the elder, and *A.* his wife, **have** and each of them **hath** limited and appointed, and by this their preſent deed or writing (duly ſealed, ſubſcribed and delivered in the preſence of the three witneſſes whoſe names are herein indorſed) **Do** and each of them **Doth** limit and appoint unto them the ſaid *J. R. K. R. R. R. M. E.* and *A.* his wife, all that the aforeſaid moiety or half-part of and in all and ſingular the meſſuages, *&c.* in the ſame indenture of ſettlement mentioned and compriſed, ſituate, *&c.* and the reverſion, *&c.* **To have and to hold** the ſaid moiety or undivided half-part of and in all and ſingular the ſaid meſſuages, *&c.* from and immediately after the death of them the ſaid *W. R.* the elder and *A.* his wife, unto and to the uſe of them the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* their heirs and aſſigns for ever, as tenants in common and not as joint tenants, to be equally divided amongſt them ſhare and ſhare alike.

Appointment to the younger children of a moiety of premiſes.

**And theſe Preſents further witneſs,** that they the ſaid *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, (in conſideration of the ſaid ſum of one hundred pounds by the ſaid *T. C.* ſo lent and paid on their account and for the purpoſes aforeſaid, and for better ſecuring payment of the ſame, and the intereſt thereof, unto the ſaid *T. C.* his executors, *&c.* in ſuch manner as herein after is mentioned,) *do* and each and every of them *doth* hereby charge and make chargeable the ſaid moiety or half-part of the ſaid meſſuages, *&c.* ſo limited to them as aforeſaid, with their appurtenances, together with their part or ſhare of and in all monies ariſing by ſale thereof, to and with the payment of the ſaid ſum of one hundred pounds unto the ſaid *T. C.* his executors, adminiſtrators and aſſigns, the ſame to be paid to him and them within ——— next after the deceaſe of the ſurvivor of them the ſaid *W. R.* the elder and *A.* his wife, together with intereſt for the ſame, from the time of the death of ſuch ſurvivor, until payment of the ſaid one hundred pounds, after the rate of five pounds *per cent. per annum*, and in the mean time for ſecuring the payment of ſuch intereſt money unto the ſaid *T. C.* his executors, adminiſtrators and aſſigns, **They** the ſaid *W. R.* the elder and *A.* his wife **Do** and each of them **Doth** hereby charge and make chargeable and liable, as well the ſame moiety of and in the ſaid meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, as alſo all their and each of their parts and ſhares of and in all and every the ſum and ſums of money ſo ariſing by ſale of the ſame premiſes or any part thereof, to and with the payment unto the ſaid *T. C.* his executors, adminiſtrators and aſſigns, of the intereſt of the ſaid ſum of one hundred pounds after the rate aforeſaid, during the lives of them the ſaid *W. R.* the elder and *A.* his wife, and the longer liver of them; the ſaid intereſt money to be paid half-yearly on Midſummer-day and Chriſtmas-day by equal portions, clear of all taxes and deductions whatſoever; the firſt half-yearly payment thereof to begin and be made on Midſummer-day now next enſuing. **And theſe Preſents further witneſs,** that for the better ſecuring payment of the ſaid ſum of one hundred pounds and intereſt unto the ſaid *T. C.* his executors, adminiſtrators and aſſigns, and for the more effectual conveying and aſſuring of the ſaid hereby limited moiety of and in the ſaid hereditaments and premiſes, to and for the uſes, intents and purpoſes herein before mentioned, limited and expreſſed of and concerning the ſame; the ſaid *W. R.* the elder, for himſelf, and for the ſaid *A.* his wife, and for their reſpective heirs, and the ſaid *W. R.* the younger, for himſelf and his heirs, and they the ſaid *J. R. K. R.* and *R. R.* for themſelves and for their reſpective heirs, and the ſaid *G. E.* for himſelf and the ſaid *M.* his wife, and for their reſpective heirs; and the ſaid *W. W.* for himſelf and the ſaid *A.* his wife, and for their reſpective heirs, **Do** ſeverally and not jointly, nor the one for the other, or for the heirs, executors, adminiſtrators or acts of the other, but each of them for himſelf, and his own heirs and his own acts only, **Do,** and each of them **Doth** covenant, promiſe and grant, to and with the ſaid ———, his heirs and aſſigns by theſe preſents, that they the ſaid *W. R.* the elder and *A.* his wife, *(all the ſame parties)* or their heirs, ſhall and will on this ſide or before the end of Hilary term, now next enſuing, or as of ſome other ſubſequent term, at their joint and equal charge, acknowledge and levy in due form of law, before the Juſtices of his Majeſty's Court of Common Pleas at Weſtminſter, one or more fine or fines *ſur conuſance de droit come ceo, &c.* with proclamations to be thereupon had and made according to the form of the ſtatute in that behalf made and provided, unto the ſaid ——— and his heirs, of the ſaid moiety or undivided half-part of and in the ſaid meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, by ſuch apt and convenient name or names, number of meſſuages and acres, quantities and qualities of land and other deſcriptions therein to be contained, as ſhall be adviſed and thought fit and requiſite to aſcertain and compriſe the ſame; **Which** ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time to be had and levied, when the ſame ſhall be levied and perfected accordingly, and alſo theſe preſents and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, already had, made, levied or executed, or hereafter to be had, made, levied or executed, by or between the ſaid parties to theſe preſents, or any of them, or any others, of or concerning the ſaid hereby limited hereditaments and premiſes, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be and enure, and is and are hereby declared ſhall be and enure, *to*, &c. *(the uſes,)* **And the ſaid** *W. R.* the elder, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *W. W.* for themſelves reſpectively, *&c.* do hereby covenant, *&c.* to and with the ſaid *T. C.* his executors, *&c.* by theſe preſents, that they the ſaid *W. R.* the elder and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, or any of them, have not, *&c.* any act, *&c.* (*See* Tit. **Covenants**) nor ſhall or will at any time hereafter do, *&c.* any act, *&c.* whereby or by means whereof the herein before limited premiſes, or any part thereof, are, or is, or ſhall, or may be anywiſe impeached, charged or incumbered in any manner howſoever; *Nor* ſhall or will at any time hereafter, without the conſent of him the ſaid *T. C.* his executors, *&c.* firſt had in writing for that purpoſe, revoke or make void the above mentioned letter of attorney, or any power or authority thereby given; nor ſhall or will releaſe, diſcharge, diſavow or diſſent from, or do any other act, matter or thing whatſoever, whereby to hinder, prevent or ſtop any proceedings whatſoever, which ſhall be concerned and brought in the ſaid Court of Chancery, or otherwiſe for the producing the ſaid title deeds, or for ſale of the ſaid hereby limited moiety of the ſaid premiſes, for the intents

The younger children charge the ſame for payment of the 100l. to Mr. C.

And ſo do the father and mother,

Declaration.

Covenant to levy a fine.

Covenant that no act is, or will be done to incumber the premiſes.

Nor to revoke the ſaid letter of attorney.

Nor ſtop proceedings.

tents and purpoſes aforeſaid, (without conſent as aforeſaid;) *But* ſhall and will (upon requeſt of the ſaid *T. C.* his, *&c.*) make, do and execute all and every ſuch farther and other lawful and reaſonable acts and things in the law whatſoever, as well for collecting and ſtrengthening of theſe preſents, as alſo for the further and better conveying, aſſuring and confirming of the ſaid hereby limited moiety of and in the ſaid premiſes, to, for and upon the ſeveral uſes, intents and purpoſes herein before mentioned, limited and expreſſed, of and concerning the ſame, as by the ſaid *T. C.* his *&c.* ſhall on that behalf be reaſonably adviſed or required. In Witneſs, &c.

But ſhall do any further act to confirm this deed.

*Special Recitals intended to be inſerted in the foregoing Deed at this Mark *.*

——— By virtue of which aſſignment all his the ſaid *W. R.* the younger's part and ſhare of and in the ſaid meſſuages, *&c.* and of and in all the monies ariſing by ſale thereof, is now abſolutely veſted in the ſaid *B. C. In truſt* for himſelf and all the creditors of the ſaid *W. R.* the younger for payment of his debts, ſo far as the ſame will extend to pay and ſatisfy. And whereas the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* (the five younger children of the ſaid *W. R.* the elder, and *A.* his wife,) together with the ſaid *G. E.* and *W. W.* the huſbands of the ſaid *M. E.* and *A. W.* are willing and deſirous to join in ſale of the ſaid meſſuages, *&c.* compriſed in the ſaid recited articles, and that the ſame may forthwith be abſolutely conveyed to the ſaid *T. C.* or to ſuch other perſon or perſons who will purchaſe the ſame, (in caſe of his the ſaid *T. C.*'s not thinking fit to proceed therein,) *And* that the monies ariſing by ſale thereof may be applied and paid as mentioned in and according to the true intent of the ſaid recited articles; *But* the ſame at preſent cannot be fully compleated and performed, in regard that the ſaid *W. R.* the elder's part or ſhare of and in the ſaid premiſes by virtue of the aforeſaid act of parliament is now ſubject and liable to the payment of his debts, and by reaſon that no aſſignment thereof can be made without an order of ſeſſions for the ſaid county of B. which will not be held till immediately after Eaſter next: And whereas the ſaid *M. E.* one of the ſaid younger children being now dangerouſly ill, and in caſe of her death before the performance of the intention of the ſaid articles, new difficulties may ariſe and a delay made whereby to hinder a preſent ſale of the ſaid premiſes; *Therefore* to prevent and avoid ſuch delay, and of any new difficulties that may ariſe touching ſale of the ſaid premiſes, and for the expediting and furthering and enabling a ſpeedy ſale thereof to the ſaid *T. C.* or to ſuch other perſon or perſons who will purchaſe the ſame, they the ſaid *W. R.* the elder and *A.* his wife, *W. R.* the younger, *J. R. K. R. R. R. G. E.* and *M.* his wife, and *W. W.* and *A.* his wife, and alſo the ſaid *T. G.* (party hereto,) at their ſpecial inſtance and requeſt, teſtified by their being parties to and executing theſe preſents, have agreed to levy a fine of the ſaid meſſuages, *&c.* and premiſes unto them the ſaid *J. P.* and *C. S.* to the end the ſame may be abſolutely ſold as ſoon as can be; *And* that the monies ariſing by ſuch ſale ſhall be applied and paid to and for the ſeveral uſes, intents and purpoſes, and ſubject in ſuch manner as herein after is mentioned, expreſſed and declared of and concerning the ſame: Now this Indenture witneſſeth, that in purſuance and performance of the ſaid recited agreement, *&c.*

W. R. innholder's ſhare.

The younger children willing to join in the ſale to T. C.

and that the money be applied according to the articles, but that W. R. the elder's ſhare of the premiſes by act of parliament is liable to the payment of ſaid debts, &c.

One of the children dangerouſly ill.

*(Wood.)*

# ASSIGNMENTS.

*An Aſſignment of a Leaſe *.*

THIS Indenture made the 10th day of Auguſt, in the twentieth year of the reign, *&c.* Between *A. B.* of D. in the county of B. Gentleman, of the one part, and *C. D.* of E. in the county of M. grocer, of the other part. Whereas in and by one indenture of leaſe bearing date the ——— day of ———, in the year of our Lord 1760, and made or mentioned to be made between *E. F.* of ——— in the ſaid county of B. Gentleman, of the one part, and the ſaid *A. B.* of the other part, He the ſaid *E. F.* for the conſiderations therein mentioned, did demiſe, grant, leaſe, ſet and to farm let, (*as in the leaſe*) unto the ſaid *A. B.* All that meſſuage, *&c.* ſituate, *&c.* (*purſue the words of the leaſe for the*

Recital of a leaſe.

* CASE.

*J. H.* in conſideration of natural affection demiſes a farm in L. to his brother *E. E.* for one thouſand years, after his mother's death, at a pepper-corn yearly rent.

This leaſe by ſeveral meſne aſſignments is become veſted in *J. E.*

*J. S.* Heir at Law to *J. H.* apprehends *J. E.* is accountable for all the timber ſold by his uncle, and father and himſelf, and alſo for the timber now growing, *&c.*

*Q.* If *J. E.* is accountable for the timber ſold by his uncle and father, *&c.* and for the timber now growing, and to be obliged to repair the building?

I am

*the deſcription*, &c.) **To hold** unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, from the feaſt day of St. Michael then laſt paſt, for and during and unto the full end and term of one hundred years, from thence next enſuing, at and under the yearly rent of ——— pounds, payable in manner as therein is mentioned, and ſubject to the covenants therein contained, as in and by the ſaid in part recited indenture of leaſe, relation being thereunto had, will more fully appear; **Now this Indenture witneſſeth**, that the ſaid *A. B.* for and in conſideration of the ſaid ſum of ——— pounds of lawful money of Great Britain, to him in hand paid by the ſaid *C. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, releaſe and diſcharge the ſaid *C. D.* his executors, adminiſtrators and aſſigns, **hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Doth** grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, **All that** the ſaid meſſuage or tenement and premiſes above mentioned to be demiſed and leaſed to him the ſaid *A. B.* in and by the ſaid recited indenture of leaſe as aforeſaid, and every part and parcel thereof; and alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, property, benefit, advantage claim and demand whatſoever of him the ſaid *A. B.* of, in and to the ſame, or of, in or to any part or parcel thereof, together with the ſaid recited indenture of leaſe; **To have and to hold** the ſaid meſſuage or tenement, lands and premiſes above mentioned, and hereby granted and aſſigned, or meant or intended ſo to be, and every part and parcel thereof with the appurtenances, together with the ſaid recited indenture of leaſe, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, for and during all the reſt, reſidue and remainder, yet to come and unexpired of and in the ſaid term of one hundred years in and by the ſaid in part recited indenture of leaſe granted, in as full, large, ample and beneficial manner and form to all intents and purpoſes, as he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, might, ſhould, could or ought have had, held and enjoyed the ſame, by virtue or means of the ſaid in part recited indenture of leaſe, or otherwiſe howſoever. **And** the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner and form following (that is to ſay) that for and notwithſtanding any act, matter or thing, by him had, made, done, committed, or wittingly or willingly ſuffered to the contrary, the ſaid recited indenture of leaſe is at the time of the ſealing and delivery of theſe preſents a good and effectual leaſe, valid in the law, of and for the ſaid premiſes thereby demiſed and in no wiſe ſurrendered, forfeited, or become void or voidable in the law; **And** that he the ſaid *A. B.* for and notwithſtanding any ſuch act, matter or thing as aforeſaid, now hath in himſelf good right, full power and lawful and abſolute authority to bargain, ſell, aſſign and ſet over the ſaid recited indenture of leaſe, and the ſaid meſſuage, tenement and premiſes, with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in manner and form aforeſaid; **And alſo** that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall or lawfully may from time to time and at all times hereafter, for and during all the reſt, reſidue and remainder yet to come and unexpired of the ſaid term of one hundred years in and by the ſaid recited indenture of leaſe granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage or tenements, and all and ſingular other the premiſes herein before mentioned or intended to be hereby aſſigned, with their and every of their appurtenances, without the lawful let, ſuit, trouble, damage, moleſtation, eviction, diſturbance, hinderance or interruption of or by him the ſaid *A. B.* his executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim from, by or under him, them or any of them, or by his, their or any of their act, means, conſent, neglect, default, privity or procurement; and that free and clear and freely and clearly acquitted, exonerated and diſcharged, or by him the ſaid *A. B.* his executors, adminiſtrators or aſſigns, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, aſſignments, ſurrenders, forfeitures, rents, arrearages of rents; and of and from all other eſtates, titles, troubles, charges and incumbrances had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, committed, done, or wittingly or willingly ſuffered by him the ſaid *A. B.* or by, through, with or under his act, means, conſent, privity, neglect, default or procurement; **And further**, that he the ſaid *A. B.* his executors, adminiſtrators and aſſigns, and all and every other perſon or perſons lawfully having or claiming or to claim any eſtate, right, title or intereſt, of, in, to or out of the ſaid hereby aſſigned premiſes or any part thereof, by, from or under him, ſhall and will from time to time and at all times hereafter, at the reaſonable requeſt and at the proper coſts and charges in the law of the ſaid *C. D.* his executors, adminiſtrators or aſſigns, make, do and execute all and every ſuch further and other lawful and reaſonable act and acts, thing and things, aſſurance and aſſurances in the law whatſoever, for the further, better and more abſolute aſſigning, confirming and aſſuring of the ſaid meſſuage or tenement and premiſes hereby aſſigned, with their appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, for and during all the reſidue and remainder of the ſaid term of one hundred years, which ſhall be then to come and unexpired, as by the ſaid *C. D.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required; ſo as ſuch further aſſurances or conveyances continue or extend to no further or other warrantry or covenant, than againſt the acts of the perſon or perſons making the ſame; and ſo as ſuch perſon or perſons, who ſhall be required to make the ſame, be not compelled or compellable to go or travel from their reſpective places of abode

Conſideration of the aſſignment.

Parcels.

Habendum.

Covenant that the leaſe is a good leaſe and valid.

and that he hath power to aſſign,

for quiet enjoyment,

free from incumbrances, and to ſave harmleſs.

For further aſſurances.

---

I am of opinion that the timber trees growing upon the premiſes, belong to Mr. *J. S.* for all the timber felled by him ſince Mr. *S.*'s title accrued. But what was felled in the life-time of *J. H.* will be conſidered as perſonal eſtate, and to go to his perſonal repreſentative; as to what was felled by the father and uncle of *J. E.* ought to be anſwered out of their reſpective eſtates, if not bound by length of time, but it is not ſtated at what particular times ſuch timber was felled, nor how many years ſince, therefore can form no certain opinion thereon.

I think if the debts are not bound by length of time, the leaſe itſelf would be aſſetts to anſwer the ſame.

I do not ſee that the tenant is obliged in equity to keep the buildings in repair, if there is no covenant contained in the leaſe for that purpoſe.

*Lincoln's Inn, June* 12, 1765. *STE. COMYN.*

for

for the doing thereof. **And** the said *C. D.* for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said *A. B.* his heirs, executors and administrators, by these presents in manner and form following (that is to say) that he the said *C. D.* his executors, administrators or assigns, or some of them, shall and will, from time to time and at all times hereafter, well and truly pay the rent, and perform the covenants and agreements in the said recited indenture of lease reserved and contained, which, on the tenant's or lessee's part from the feast day of, *&c.* are and ought to be paid and performed, according to the true intent and meaning of the said indenture of lease; and thereof and therefrom, and of, from and against all actions, suits, costs, charges, expences, troubles, damages, and demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said *A. B.* his heirs, executors or administrators, or which he, they or any of them, shall or may sustain, suffer or be put unto, for or by reason or means of the nonpayment of the rent, or the breach or nonperformance of the said covenants or agreements, or any of them, shall and will at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* his heirs, executors and administrators for ever, by these presents. **In witness** whereof, *&c.*

Assignee covenants to pay the rent, &c.

and indemnify the assignee therefrom, and from all costs, &c.

## *An Assignment of a College Lease with the Licence* of the Lessors.*

**THIS Indenture**, made the 15th day of August, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Anne Arneley* of *&c.* widow, of the one part, and *Benjamin Bingley* of, *&c.* Esquire, of the other part. **Whereas** [*Here insert the name of incorporation*] by their indenture under their common seal, bearing date the 3d day of January, which was in the year of our Lord 1768, for the considerations therein mentioned, did with one assent and consent demise, grant, and to farm let, unto the said *Anne Arneley*, **All that** their rectory and parsonage of Caxton, in the said county of Essex, **together** with the barn covered with tiles, **and** a garden plot called Fern Lands, with the appurtenances; **And also** the tithes of all manner of corn, grain and hay, **and all** other manner of tithes belonging, or which of right ought to belong unto the said church and parsonage of Caxton, with the appurtenances, **with** free entry, egress and regress coming in and going out into and from the said barn, at both sides, at all times, and as often, and when necessity and convenient occasion should be (**except** unto the said master, fellows and scholars, and their successors, the advowson and patronage of the vicarage of Caxton aforesaid, with the courts and profits thereof, and the tithe corn and grain which should grow upon the ground, which the Vicar of Caxton then held of the said master, fellows and scholars in the parish and fields of Caxton aforesaid;) **To hold** unto the said *Anne Arneley*, her executors, administrators and assigns, from the feast of St. Michael the archangel then last past before the date thereof, for the term of nineteen years; **Yielding, paying** and delivering therefore yearly, during all the said term, unto the said master, fellows and scholars, and their successors, at the said college, to the hands of their treasurer, at Lady Day and Michaelmas, by even and equal portions, *as well* the yearly sum of fifteen pounds of lawful money of Great Britain, *as also* eight quarters and five bushels of good and merchantable wheat,, and eleven quarters and four bushels of good and merchantable malt of barley, or in default of delivery of the said wheat and malt, at the election of the said *Anne Arneley*, her executors, administrators and assigns, to pay in lieu thereof in manner aforesaid, so much lawful money of Great Britain, after the rate and price as the best wheat and malt in the market of Cambridge should be sold the next market-day before the said rent of wheat and malt should be due, without fraud and covin. **In** which said recited indenture is contained (among others) a proviso, that it should not be lawful for the said *Anne Arneley*, her executors, administrators or assigns, to alienate or assign her said lease and term of years in the premises, or any part thereof, to any person or persons without the licence of the said master, fellows and scholars, or their successors, to be had and obtained in such manner as therein is mentioned. **Now this Indenture witnesseth**, That by force and virtue of the special licence of the said master, fellows and scholars to the said *Anne Arneley*, granted by deed poll in writing under their common seal, bearing even date with the said recited indenture; **And** for and in consideration of a competent sum of lawful money of Great Britain to the said *Anne Arneley* in hand paid by the said *Benjamin Bingley*, at or before the sealing and delivery of these presents, (the receipt and payment whereof she the said *Anne Arneley* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said *Benjamin Bingley*, his executors, administrators and assigns, and every of them, for ever by these presents,) **She** the said *Anne Arneley* **hath** granted, bargained, sold, assigned, transferred and set over, and by these presents **doth** grant, bargain, sell, assign, transfer and set over, unto the said *Benjamin Bingley*, his executors, administrators and assigns, **all the said** rectory and parsonage, barn, garden plot, tithes, hereditaments and premises, in and by the said recited indenture demised and granted, or mentioned or intended to be thereby demised or granted, with their and every of their appurtenances (**except** as in the said indenture of lease is mentioned to be excepted) **and** the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, **And all** the estate, right, title, interest, term of years yet to come and unexpired, trust, property, right and benefit of renewal, claim and demand whatsoever, both in law and equity, of her the said *Anne Arneley*, of, in, to or out of the said rectory and parsonage, barn, garden plot, tithes, hereditaments and premises, or any of them, or any part or parcel thereof, by force or virtue of the said recited indenture of lease or otherwise howsoever, **together** with the same indenture; **To have and to hold** the said rectory and parsonage, barn, garden plot, tithes, hereditaments, and all and singular other the premises mentioned, or intended to be hereby assigned, with their and every of their appurtenances (**except** before excepted) unto the said *Benjamin Bingley*, his executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said term of nineteen years therein (**subject** to the rent and covenants in the said recited indenture of lease reserved and contained, and which from henceforth are to be paid

A college lease recited.

The parcels,

with exception of an advowson.

Habendum.

Reddendum.

and a proviso not to assign without licence.

The licence had.

The consideration.

The assignment.

Premises.

Habendum.

* For the form of the Licence, *see Title LICENCE.*

Covenant by the assignor that she has not incumbered,

done and performed;) And the said *Anne Arneley* doth hereby for herself, her heirs, executors and administrators, covenant, promise and agree to and with the said *Benjamin Bingley*, his executors, administrators and assigns, in manner following: (that is to say) That (for and notwithstanding any act, matter or thing by her the said *Anne Arneley* done, committed, or suffered to the contrary) the said recited indenture of lease is a good and sufficient demise and lease valid in the law, of and for the said rectory and parsonage, barn, garden plot, tithes, hereditaments and premises, mentioned or intended to be hereby assigned, not forfeited, surrendered, or otherwise become or made void or voidable; And also that she the said *Anne Arneley* (for and notwithstanding any such act, matter or thing as aforesaid) hath, at the time of sealing and delivery of these presents, in herself good right, full power, and lawful and absolute authority, to bargain, sell and assign the said rectory and parsonage, barn, garden plot, tithes, hereditaments, and other the premises mentioned, or intended to be hereby assigned, with their appurtenances, unto the said *Benjamin Bingley*, his executors, administrators and assigns, for all the now residue of the said term of nineteen years therein;

and hath power to assign.

and for quiet enjoyment;

And further, that it shall and may be lawful to and for the said *Benjamin Bingley*, his executors, administrators and assigns, from time to time, and at all times hereafter during the continuance of the said term of nineteen years, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said rectory and parsonage, barn, garden plot, tithes, hereditaments, and other the premises mentioned, or intended to be hereby assigned, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, for and during all the residue yet to come and unexpired of the said term of nineteen years therein, without the lawful suit, trouble or interruption of or by the said *Anne Arneley*, her executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for her, them, or any of them;

free from incumbrances,

And that free from and against all and singular former and other grants, bargains, sales, assignments, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Anne Arneley*, her executors, administrators or assigns, or by any other person or persons lawfully claiming or to claim, any estate, right, title, trust or interest of, in, to or out of the said rectory and parsonage, tithes and other the premises mentioned or intended to be hereby assigned, or any of them, or any part thereof, from, by or under, or in trust for her, them, or any of them, (the rent and covenants in the said recited indenture of lease reserved and contained, and which are from henceforth to be paid, done and performed, only excepted).

and for further assurances.

And moreover that she the said *Anne Arneley*, her executors and administrators, and all and every other person and persons having, or lawfully claiming, or which shall or may have, or lawfully claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the said rectory and parsonage, tithes, hereditaments, and other the premises mentioned, or intended to be hereby assigned, or any of them, or any part thereof, from, by or under, or in trust for her, them, or any of them, shall and will from time to time, and at all times hereafter, during the continuance of the said term of nineteen years upon every reasonable request, and at the costs and charges in the law of the said *Benjamin Bingley*, his executors, administrators or assigns, make, do and execute, or cause to be made, done and executed all and every such further and other lawful and reasonable acts, deeds and things, conveyances and assurances in the law whatsoever, for the further and better assigning and conveying of the said rectory and parsonage, tithes, hereditaments, and other the premises mentioned or intended to be hereby assigned, with their appurtenances, unto the said *Benjamin Bingley*, his executors, administrators and assigns, for and during all the residue which shall be then to come and unexpired of the said term of nineteen years therein, as by the said *Benjamin Bingley*, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised or devised and required, so as such further assurances contain in them no further or larger covenants in extent than are in these presents contained; And so as the party or parties who shall be requested to make such further assurances be not compelled or compellable for making or doing thereof to go or travel above five miles from his, her or their respective dwellings or places of abode. In witness, &c.

*(Horseman.)*

## *An Assignment of the Residue of two Terms of Five Hundred Years and Nine Hundred and Ninety-nine Years, by the Mortgagee, by the Direction of the Mortgagor and Nomination of the Purchasers, to a fourth Person. In Trust to attend the Inheritance.*

Indenture of lease and release recited.

THIS Indenture of Four Parts made, &c. Between *A. C.* of, &c. of the first part, the Reverend *R. L.* of, &c. and *L.* his wife, of the second part, the Right Honourable *C.* Earl of, &c. and &c. executors, &c. of the third part, and *P. J.* of &c. of the fourth part: Whereas in and by indentures of lease and release, bearing date respectively, the, &c. and, &c. days of, &c. The release being tripartite, and made between the said *L.* by her then name and addition of *L. K.* of, &c. widow, relict and devisee of *T. K.* her late husband deceased, of the first part; the Honourable *J. S.* brother and heir of the Honourable *T. S.* then late of the parish of, &c. in the county of, &c. deceased, Esquire, and also sole executor of the last will and testament of the said *T. S.* of the second part, and *R. E.* of, &c. of the third part,

Premises.

All that messuage or tenement, with the appurtenances in, &c. aforesaid, with twelve cottages thereunto belonging, containing, &c. acres more or less, And also all those, &c. were limited in use to *R. E.* his executors, administrators and assigns, for the term of five hundred years, without impeachment of waste, redeemable on payment of, &c. and interest at such days and times as therein is mentioned; and after the end, expiration, or other sooner determination of the said term of five hundred years, to the only use and behoof of the said *L. K.* her heirs and assigns for ever;

Recital that premises are vested in A. C. for residue of term of 500 years.

And whereas the said premises are since vested in the said *A. C.* for the residue of the said term of five hundred years; and the said *R. L.* hath intermarried with the said *L. K.*

Indenture recited.

And whereas by indenture bearing date, &c. and made between the said *R. L.* of the one part, and the said *A. C.* of the other part; the said *R. L.* in consideration of, &c. to him in hand paid by the said *A. C.* did grant and demise unto the said *A. C.* her executors, administrators and assigns, All that messuage, &c. all which are situate, lying and being, &c. with all and singular the appurtenances, to hold to the said *A. C.* her executors, administrators and assigns, for the term of nine hundred and ninety-nine years, without impeachment of waste; And whereas the said *R. L.* hath paid off and discharged the several

veral mortgage debts of, &c. and &c. and all intereſt due for the ſame; And whereas the ſaid *C.* Earl of, &c. and &c. have, purſuant to an order of the High Court of Chancery, purchaſed of the ſaid *R. L.* and *L.* his wife, together with the manor of, &c. and all and ſingular the ſaid meſſuages, lands, tenements, hereditaments, and premiſes in the ſaid herein before recited indentures of leaſe and releaſe, and indenture of demiſe contained, for the ſum of, &c. Now this Indenture witneſſeth, That for and in conſideration of the ſum of ten ſhillings of, &c. to the ſaid *A. C.* in hand paid by the ſaid *P. J.* at or before the enſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, and for divers other good cauſes and conſiderations hereunto eſpecially moving, ſhe the ſaid *A. C.* hath bargained, ſold, aſſigned and ſet over; and the ſaid *R. L.* and *L.* his wife, have, and each of them hath ratified and confirmed, and by theſe preſents, ſhe the ſaid *A. C.* doth (by the direction and appointment of the ſaid *R. L.* and *L.* his wife, and at the nomination of the ſaid *C.* Earl of, &c. and, &c. teſtified by their being parties to, and ſigning and ſealing theſe preſents,) bargain, ſell, aſſign, and ſet over; and the ſaid *R. L.* and *L.* his wife do, and each doth ratify and confirm, unto the ſaid *P. J.* his executors, adminiſtrators and aſſigns, all and every the ſaid meſſuages or tenements, lands, cottages, hereditaments and premiſes herein before recited or mentioned to be veſted in the ſaid *A. C.* for the reſidue of the ſaid term of five hundred years; And alſo all that the ſaid meſſuage or tenement, with the ſaid, &c. thereunto belonging, and all and ſingular cottages, lands, tenements, hereditaments, and premiſes to her the ſaid *A. C.* granted and demiſed, for the ſaid term of nine hundred and ninety-nine years, as aforeſaid, with their and every of their appurtenances, And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes; and all the eſtate, right, title, intereſt, term of years, property, claim and demand whatſoever, of her the ſaid *A. C.* in and to the ſame, To have and to hold all and ſingular the ſaid premiſes herein before mentioned to be hereby aſſigned, or intended to be aſſigned, with their and every of their appurtenances, unto the ſaid *P. J.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt, reſidue, and remainder of the ſaid ſeveral and reſpective terms of five hundred years, and nine hundred and ninety-nine years yet to come and unexpired; In Truſt for the ſaid *C. E.* of, &c. and, &c. and their heirs and aſſigns, and to attend and wait upon the reverſion and inheritance of the ſaid premiſes ſo by them purchaſed as aforeſaid; And the ſaid *A. C.* for herſelf, her heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *P. J.* his executors and adminiſtrators, by theſe preſents, That ſhe the ſaid *A. C.* hath not at any time heretofore done any act, matter or thing, whereby, or by means whereof the ſaid meſſuages or tenements, lands, hereditaments, and premiſes herein before-mentioned to be hereby aſſigned, or any part thereof, is, are, or may be impeached or incumbered in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

Conſideration.

In truſt to attend the inheritance.

Covenant that mortgagee has done no act to incumber.

*(Pigott.)*

*Aſſignment and Releaſe of a Moiety of an Eſtate, by one who had ſold the ſame at an under Value, &c. whereby the Sale was in the Opinion of Counſel void, to two Truſtees, in Truſt to reimburſe a weekly Allowance to the Aſſignor, and the Coſts of a Chancery Suit to recover the Premiſes, the Surplus to the Aſſignor.*

THIS Indenture made, &c. Between *T. N.* of, &c. one of the natural heirs, and one of the deviſees named in the laſt will and teſtament of *H. N.* late of, &c. Eſquire, his late father, deceaſed, of the one part, and *H. W.* of, &c. and *H. T.* of, &c. of the other part. Whereas the ſaid *H. N.* being ſeiſed in fee-ſimple of a conſiderable real eſtate of the value of two thouſand five hundred pounds *per annum* or thereabouts, and of a great perſonal eſtate to the value of fifty thouſand pounds and upwards, did on or about the, &c. (being then of ſound and perfect mind, memory and underſtanding,) make, publiſh and duly execute his laſt will and teſtament in writing, whereby he the ſaid *H. N.* did (among other things) give and deviſe (after his debts and funeral expences were firſt paid) unto *L. N.* eldeſt daughter of *J. N.* deceaſed, the yearly rent or ſum of four hundred pounds as long as ſhe continued ſole and unmarried; then and after her marriage, the yearly rent or ſum of one hundred and fifty pounds for and during the term of her natural life, to be iſſuing and payable out of all his the teſtator's real and perſonal eſtate, and to be paid half-yearly by equal proportions; and he the ſaid teſtator did give to her the ſaid *L. N.* the ſeveral ſums of one hundred pounds and five hundred pounds, payable in manner as therein mentioned; and alſo the uſe of all his plate, houſhold goods and linen, during the time ſhe continued ſole and unmarried; and he the ſaid teſtator did hereby give, deviſe and bequeath, all that real and perſonal eſtate, ſubject to the ſeveral charges, for and on account of the ſaid legacies, unto the ſaid *L. N. H. N.* his eldeſt ſon, *W. P. W.* Eſquire, *G. N.* (who died in the life-time of the ſaid teſtator) and *G. N.* (who departed this life ſince the ſaid teſtator,) their heirs, executors and adminiſtrators reſpectively, in truſt and confidence, that all his debts, funeral expences and money legacies ſhould be thereout paid and ſatisfied; and after payment thereof, that by and out of the ſaid teſtator's remaining eſtate there be ſet apart or purchaſed ſeveral eſtates in lands of inheritance in fee-ſimple of the yearly value of five hundred and twenty-five pounds, and another of the yearly value of five hundred pounds, and the third of the yearly value of two hundred pounds, and that the eſtate of five hundred and twenty-five pounds *per annum* ſhould be ſettled upon his natural ſon the ſaid *H. N.* for his life; remainder to truſtees and their heirs, during the life of the ſame *H. N.* to preſerve the contingent eſtate therein after mentioned, in ſuch manner as herein expreſſed; and from and after his deceaſe, to the uſe of the firſt and other ſons of the ſame *H. N.* lawfully to be begotten, and the heirs male of the body and bodies of ſuch firſt and every other ſons reſpectively, ſeverally and ſucceſſively one after another, according to their ſeniority; and for default of ſuch iſſue, to the uſe of the ſaid teſtator's ſecond ſon, the ſaid *T. N.* party thereto, for his life, with remainder to truſtees to preſerve the contingent uſes therein after limited, in ſuch manner as herein mentioned; and from and after his deceaſe, to the uſe of the firſt and every other ſons of the ſaid *T. N.* lawfully to be begotten, and the heirs male of the body and bodies of ſuch firſt and every other ſons, reſpectively, ſeverally and ſucceſſively one after another, according to their, &c. with remainder to the ſame teſtator's ſon *H. N.* for his life, with remainder to truſtees for the life of the ſon *H. N.* with remainder to the ſeveral ſons of the ſame *H. N.* lawfully to be begotten in tail male ſucceſſively,

Recitals, *viz.*

H. N.'s will.

ceſſively, with remainder over in default of iſſue male of the ſaid teſtator's ſons *H.* and *T.* in like manner as are therein before limited touching the ſaid eſtate of five hundred and twenty-five pounds *per annum*; and as to the moiety of the ſaid two hundred pounds *per annum* to his the ſaid teſtator's ſon *T. N.* for life, with remainder to truſtees during the life of the ſaid *T. N.* with remainder to the ſons of the ſaid *T.* in tail male ſucceſſively, remainder to his the ſaid teſtator's ſon *H. N.* for his life, with remainder to truſtees during his life, with remainder to the ſons of the ſame *H. N.* in tail male ſucceſſively, with other remainders over for default of iſſue male of his the ſaid teſtator's ſons *T.* and *H.* in like manner as before are limited touching the firſt before mentioned moiety of the ſaid two hundred pounds *per annum*. *And* the ſaid teſtator did hereby will, that until ſuch ſettlements be made as aforeſaid, there ſhould be paid to each of his two ſons and daughter for their maintenance out of the ſaid eſtate yearly by half-yearly payments, *viz.* to his ſaid ſon *H.* two hundred pounds, and to his ſaid daughter *D.* one hundred pounds, and the ſaid *H. N.* the teſtator, did hereby give to his ſaid daughter *D.* five hundred pounds, to the ſaid *G. N.* his nephew one thouſand pounds, and to each of his other two nephews *G.* and *A.* therein named, five hundred pounds a-piece, and to his niece *D.* five hundred pounds, and to his couſin *E. N.* one hundred guineas, which laſt legacies he willed to be paid after his debts, funeral expences, and the one hundred pounds and five hundred aforeſaid given to the ſaid *L. N. N.* and after the ſaid ſettlement ſhould be made, but willed that his ſaid three nephews ſhould have intereſt for their reſpective legacies after the rate of four pounds *per cent. per annum*, by half-yearly payments and equal proportions until payment of their reſpective legacies; and the ſaid teſtator thereby gave unto Mrs. *U. G.* five hundred guineas, to be paid her as aforeſaid with intereſt, till the ſettlement ſhould be made, and alſo gave unto Mrs. *S. N.* twenty-ſix pounds *per annum*, to be paid her during her natural life, iſſuing out of the profits of the ſaid ſettled eſtates, and alſo gave unto *A. S.* widow, the yearly annuity of fifty-two pounds during her life, to be paid her out of the profits iſſuing from the ſaid ſettled eſtates, and the ſaid teſtator did thereby make and appoint the ſaid *L. N. H. N.* his ſon, *W. P. W. G. N.* and *H. N.* executors of his ſaid will, and gave to each of them one hundred pounds a-piece, and all the reſt and reſidue of his real and perſonal eſtates he gave and deviſed unto his ſaid two ſons *H. N.* and *T. N.* their heirs, executors and adminiſtrators reſpectively, equally to be divided betwixt them ſhare and ſhare alike; and it was his further will, that after payment of his debts, funeral expences and the ſettlement made in manner as aforeſaid, then the truſt and executorſhip which he had made and appointed as aforeſaid, ſhould from thenceforth ceaſe and determine, and then appointed his ſaid two ſons *H.* and *T. N.* to be executors only of his laſt will and teſtament: **And whereas** the ſaid *H. N.* the teſtator did ſometime afterwards make a memorandum by way of codicil (all of his own hand-writing) to his ſaid will, by which codicil he gave unto his eldeſt ſon the ſaid *H. N.* the yearly ſum of two hundred pounds more than his the ſaid teſtator's ſon *T.* had allotted him by his ſaid will: **And whereas** the ſaid *G. N.* one of the truſtees and executors appointed by the ſaid will, died in the life-time of the ſaid teſtator *H. N.* **And whereas** the ſaid *H. N.* the teſtator died on or about the eighteenth of February, *&c.* without revoking or altering his ſaid will or codicil, or either of them, or any part thereof: **And whereas** the ſaid *G. N.* another of the truſtees and executors appointed by the ſaid will, died ſince the death of the ſaid *H. N.* the teſtator, by which deaths of the ſaid *G. N.* and *H. N.* the whole eſtate ſo deviſed as aforeſaid by the ſaid *H. N.* the teſtator, is by right of ſurvivorſhip become veſted in the ſaid *L. N. H. N.* the ——— and *W. P. W. Neverthelefs* to, for and upon the ſeveral truſts, intents and purpoſes mentioned, granted and declared, in and by the ſaid laſt will and codicil of the ſaid *H. N.* the teſtator: **And whereas** ſome time after the death of the ſaid *H. N.* the teſtator, the ſaid *L. N.* the ſaid *H. N.* the ſon of the ſaid *W. P. W.* declining to be concerning therein, did prove the ſaid will and codicil of the ſaid *H. N.* the teſtator, in common form in the prerogative court of Canterbury; and he the ſaid *H. N.* the ſon hath ever ſince only acted in the execution thereof; his mother the ſaid *L. N. alias N.* having not thought fit to act, or declined to intermeddle therewith; **By virtue** of which ſaid will of the ſaid *H. N.* the teſtator, (after payment of his the ſaid teſtator's debts and funeral expences, and ſubject to the payment of the ſaid yearly ſum of four hundred pounds and one hundred and fifty pounds *per annum*, unto the ſaid *L. N. alias N.* in the manner and upon the condition aforeſaid, alſo ſubject to the ſaid ſeveral ſettlements of five hundred and twenty-five pounds, five hundred pounds, and two hundred pounds *per annum*, by the ſaid will directed to be made of lands, and ſettled on them the ſaid *H. N.* the ſon, *T. N.* and *D. N.* in manner as aforeſaid, and of the ſaid yearly ſums of two hundred pounds and two hundred pounds and one hundred pounds ſo reſpectively payable to them until ſuch ſettlements ſo made in manner as aforeſaid, and alſo ſubject to the payment of the ſaid ſeveral other monies, legacies and annuities by the ſaid will given, charged and payable out of his the ſaid teſtator's eſtate as aforeſaid, and alſo of the ſaid ſum of two hundred pounds *per annum*, payable thereon to the ſaid *H. N.* the ſon, more than what is thereby allotted to the ſaid *T. H.* according to the ſaid codicil as aforeſaid,) he the ſaid *T. N.* as one of the two reſiduary legatees, named and appointed in and by the ſaid will, became and was and is intitled to one moiety or half-part of all the real and perſonal eſtates which the ſaid *H. N.* the teſtator, his late father, died ſeiſed or poſſeſſed of, or any ways entitled unto, which amounted to the value of ——— pounds or thereabouts: **And whereas** by indenture of leaſe and releaſe, the releaſe being inrolled in the High Court of Chancery, bearing date reſpectively the ſeventh and eighth days of October, *&c.* and made or mentioned to be made between the ſaid *T. N.* of the one part, and the ſaid *H. N.* his brother, of the other part, (thereby reciting in part the herein before recited laſt will and teſtament and codicil of the ſaid *H. N.* the teſtator, and further reciting (amongſt other things) that the ſaid *H. N.* the ſon, (at the requeſt and deſire of the ſaid *T. N.*) had come to an agreement with the ſaid *T. N.* not only for the abſolute purchaſe of all his the ſaid *T. N.*'s ſhare of the reſiduum of the real and perſonal eſtates of the ſaid *H. N.* the teſtator, but alſo for the purchaſe of all the right and intereſt deviſed and bequeathed to or in truſt for him the ſaid *T. N.* of, in, to or out of the ſaid ſeveral eſtates of five hundred and twenty-five pounds *per annum* and five hundred pounds *per annum* and two hundred pounds *per annum*, appointed or directed in and by the ſaid will to be ſettled as therein mentioned, and of, in and to the rents, iſſues and profits thereof, accrued and grown due, or to accrue and grow due to the ſaid *T. N.* by virtue of the ſaid will, and likewiſe for the purchaſe of all ſum and ſums of money due or to grow due, and deviſed, willed or given as aforeſaid, unto the ſaid *T. N.* for his maintenance and education until ſuch eſtate ſhould be ſettled as aforeſaid; and in conſideration thereof, the ſaid *H. N.* the ſon, had not only agreed to releaſe and diſcharge the ſaid *T. N.* his heirs, executors and adminiſtrators, of the ſum of two thouſand pounds, which the ſaid *T. N.* owes

Codicil.

As to one of truſtees and executors dying before the teſtator.

As to the teſtator's death.

As to another of the truſtees death ſince teſtator.

As to the proving of the will by Mrs. L. N. and H. N. the ſon.

As to what Mr. T. N. was intitled to by ſuch will.

As to the conveyance and aſſignment from Mr. T. N. to his brother Mr. H. N.

owes to the ſaid *H. N.* the ſon, but alſo to ſecure to the ſaid *H. N.* the further ſum of five thouſand pounds) *It is witneſſed*, that as well for and in conſideration of the ſaid ſum of two thouſand pounds due and owing from the ſaid *T. N.* to the ſaid *H. N.* the ſon, and whereof the ſame *H. N.* did thereby releaſe the ſaid *T. N.* his heirs, executors and adminiſtrators, as alſo for and in conſideration of the ſaid ſum of five thouſand pounds ſo ſecured to be paid to the ſaid *T. N.* by the ſaid *H. N.* the ſon, the ſaid *T. N.* did hereby grant and releaſe unto the ſaid *H. N.* the ſon, and to his heirs, all the reſidue of the real eſtate of the ſaid *H. N.* the teſtator, and every part and parcel thereof, which by the ſaid will was deviſed and bequeſted to the ſaid *H. N.* and *T. N.* their heirs, executors and adminiſtrators, ſo to be divided as aforeſaid; and which in conſequence of ſuch diviſion ſhould or ought to belong to the ſaid *T. N.* by virtue of or under the ſaid will, or otherwiſe howſoever, with their and every of their appurtenances; *To hold* the ſame premiſes with the appurtenances unto and to the uſe of the ſaid *H. N.* the ſon, his heirs and aſſigns; *And* for the conſiderations aforeſaid, the ſaid *T. N. did* thereby aſſign all, and transfer to the ſaid *H. N.* the ſon, his heirs, executors and adminiſtrators, the reſidue of the perſonal eſtate of the ſaid *H. N.* the teſtator, and every part and parcel thereof, which in and by the ſaid will was deviſed and bequeathed to the ſaid *H. N.* the ſon, and *T. N.* their heirs, executors and adminiſtrators; *To hold* the ſame premiſes next therein before aſſigned with their appurtenances, unto the ſaid *H. N.* the ſon, his heirs, executors and adminiſtrators; *And* for the conſiderations aforeſaid, the ſaid *T. N. did* thereby aſſign and transfer unto the ſaid *H. N.* the ſon, *all* the yearly and other ſum and ſums of money whatſoever, due and to grow due by virtue or under the ſaid will, to the ſaid *T. N.* for his maintenance and education as aforeſaid; *To hold* the ſame yearly, and other ſum and ſums of money and premiſes unto the ſaid *H. N.* the ſon, his executors, adminiſtrators and aſſigns, as in and by the ſaid before in part recited will and codicil and indenture of leaſe and releaſe, relation, *&c.* **And whereas** although the ſaid *H. N.* by virtue of the ſaid recited indentures of leaſe and releaſe hath thereby obtained a releaſe and aſſignment of all his the ſaid *T. N.*'s moiety of and in all the real and perſonal eſtates late of the ſaid *H. N.* the teſtator, ſo by him deviſed in manner and ſubject as herein before mentioned, whereby the ſaid *T. N.* in conſideration of the ſaid ſum of two thouſand pounds therein mentioned to be due to him the ſaid *H. N.* from the ſaid *T. N.* and of the ſaid ſum of five thouſand pounds therein mentioned to be by him the ſaid *H. N.* ſecured to be paid to his brother the ſaid *T. N.* as aforeſaid, hath releaſed and aſſigned unto the ſaid *H. N.* his brother, the ſaid five hundred pounds *per annum*, by the ſaid will directed to be laid out in lands, and ſettled on him the ſaid *T. N.* for his life, and afterwards to his iſſue male with other remainders over as aforeſaid, and of the ſaid ſum of two hundred pounds *per annum*, thereby payable to him for his maintenance until ſuch ſettlement made, and alſo of his moiety of and in the ſum of four hundred pounds *per annum* payable after the death of his mother the ſaid *L. N. alias N.* and of his eſtate for life of and in the ſaid ſeveral eſtates of five hundred and twenty-five pounds and two hundred pounds *per annum* by the ſaid will directed to be laid out in the purchaſe of lands and ſettled on his ſaid brother *H. N.* and the ſaid *D.* his ———, in caſe of their reſpective deaths without leaving iſſue male, and that he the ſaid *T. N.* ſhall them ſurvive, in manner as in the ſaid will are mentioned and limited, and alſo of his the ſaid *T. N.*'s moiety of and in the reſidue of the real and perſonal eſtates ſo deviſed as aforeſaid; and in regard that the ſaid conveyance and aſſignment ſo made by the ſaid *T. N.* to his ſaid brother *H. N.* was by him ſo made on account of the ſame *H. N.*'s leſſening and falſe repreſenting the value of the real and perſonal eſtates then of the ſaid *H. N.* the teſtator, to him the ſaid *T. N.* at the time of making the aſſignment for ſuch conveyance, he the ſaid *T. N.* being then unacquainted with the value of the ſaid eſtates; *And alſo* that in regard that the ſaid *T. N.* on the day of the date thereof had received more than the ſum of five hundred pounds out of the ſaid ſum of five thouſand pounds conſideration money, ſo mentioned to be ſecured to be paid to him by his ſaid brother, as aforeſaid, which five hundred pounds were paid to him at the time of executing the ſaid conveyance, and the four thouſand five hundred pounds reſidue thereof, is ſecured to him by ſeveral bonds entered into by the ſaid *H. N.* and ſince delivered up to his ſaid brother *H. N.* by the ſaid *T. N.* without any conſideration for the ſame; and as to the two thouſand pounds mentioned in the ſaid releaſe as a debt due from the ſaid *T. N.* to his brother the ſaid *H. N.* four hundred guineas, part thereof, was by him won of the ſaid *T. N.* at gaming, for which he gave him his note, which note was, upon his the ſaid *T. N*'s executing the ſaid conveyance, delivered up to him the ſaid *H. N.* his brother; and as to one thouſand pounds more thereof, the ſame was charged without a valuable conſideration, and if the ſaid whole ſum of ſeven thouſand pounds had been actually paid, yet the ſame is not near a third part of the value of his the ſaid *T. N.*s moiety of and in the ſaid real and perſonal eſtates ſo by him conveyed and aſſigned to his brother the ſaid *H. N.* as aforeſaid; **Therefore** it is by Counſel adviſed, that the ſaid conveyance is not good, the ſame being obtained by fraud and colluſion, and for which reaſon it is preſumed and believed the ſame will be by a Court of Equity made void and ſet aſide; and for that purpoſe a bill is forthwith intended to be exhibited into the High Court of Chancery in the name of the ſaid *T. N.* againſt him the ſaid *H. N.* and other proper perſons, by them the ſaid *H. W.* and *H. T.* for the recovering the moiety or a ſhare of him the ſaid *T. N.* of and in the ſaid real and perſonal eſtates ſo by him conveyed and aſſigned as aforeſaid: **And whereas** the ſaid *T. N.* not having monies of his own to pay the charges of exhibiting the ſaid intended bill, and for carrying on the cauſe attending ſuch bill, and other proceedings thereon during the ſpace of two years from hence next enſuing, or until a decree of the ſaid Court made therein for the recovering the ſaid premiſes, hath deſired of them the ſaid *H. W.* and *H. T.* to advance monies for that purpoſe, and alſo in the mean time to pay him the ſaid *T. N.* weekly one guinea for his ſupport and maintenance; **And** as a ſecurity for repayment as well of the ſaid one guinea weekly to be paid him for maintenance, as alſo of all and every the ſum and ſums of money and charges whatſoever, which ſhall be by them the ſaid *H. W.* and *H. T.* or either of them diſburſed, paid, expended or ſuſtained touching the carrying on and managing the ſaid cauſe, hath propoſed and agreed that the ſame monies, together with intereſt for the ſame, ſhall be paid out of the ſaid premiſes, and all and ſingular the ſaid premiſes as ſhall be ſo recovered, ſhall be ſubject to and charged and liable to the payment thereof, in ſuch manner as herein after is in that behalf mentioned and expreſſed; *In conſideration* thereof, they the ſaid *H. W.* and *H. T.* at the ſpecial inſtance and requeſt of the ſaid *T. N.* (teſtified by his being a party to and executing hereof) *Have* agreed out of their own proper monies, ſhare and ſhare alike, to advance and pay to him the ſaid *T. N.* one guinea weekly, and alſo all charges in exhibiting the ſaid bill, and for carrying on the ſaid cauſe during the time and in manner as aforeſaid: **Now this Indenture witneſſeth**, that in purſuance of the ſaid recited

Releaſe of his moiety of the real eſtate.

Aſſignment of his moiety of the perſonal eſtate.

Aſſignment of his maintenance.

Although H. N. the ſon, by ſaid deeds has obtained T. N.'s moiety in the real and perſonal eſtate, ſubject, &c.

It was by leſſening the eſtates.

By gaming.

The whole an under-value.

Advi ce of counſel.

A bill to be filed.

T. N. unable to pay the charges of ſuit, therefore deſires H. W. and H. T. to advance the ſame, &c. and to allow him a maintenance.
And propoſes a repayment, &c. out of premiſes to be recovered.

Conſideration.

recited agreement, and in conſideration of the ſaid one guinea to be weekly advanced, and in equal proportions, by them the ſaid *H. W.* and *H. T.* from henceforth paid to the ſaid *T. N.* for his ſupport as aforeſaid, and of their payment by like proportions of all ſuch ſums of money as ſhall be neceſſary for the exhibiting the ſaid bill, and carrying on and managing the ſaid intended cauſe during the ſaid ſpace of two years, or until ſuch decree made therein as aforeſaid, (the ſame to be at the election of them the ſaid *H. W.* and *H. T.*) and to the end and to the intent to ſecure repayment unto them the ſaid *H. W.* and *H. T.* of all and every the ſum and ſums of money by them ſo advanced and paid for the purpoſes aforeſaid, together with intereſt for the ſame until repayment thereof, in ſuch manner as herein after mentioned, and for divers other good cauſes and conſiderations him hereunto eſpecially moving, He the ſaid *T. N.* Hath, and by theſe preſents (as far as in him lies, or he can or may,) Doth fully, freely, clearly and abſolutely grant, bargain, ſell, releaſe, remiſe, aſſign, transfer and ſet over unto them the ſaid *H. W.* and *H. T.* As well all ſuch part or parts of the real eſtate, As alſo all ſuch part or parts of the perſonal eſtate late of the ſaid *H. N.* deceaſed, (father of the ſaid *T. N.*) As likewiſe all and every ſum and ſums of money, and all other profits and advantage whatſoever, which ſhall or may by virtue of the ſaid intended, or any other ſuit or cauſe in Chancery, or otherwiſe, be ordered or decreed, obtained, recovered and received, to or for the uſe and benefit of him the ſaid *T. N.* of and from his brother the ſaid *H. N.* or any other perſon or perſons whomſoever, by virtue of his ſaid father's will, or otherwiſe howſoever; and all the right, intereſt, property, claim and demand whatſoever, both at law and in equity of him the ſaid *T. N.* or any perſon or perſons in truſt for him, of, in, to or out of the ſaid hereby granted and aſſigned premiſes, and every part and parcel thereof; To have and to hold, receive, take and enjoy all and ſingular the herein before mentioned and intended to be hereby granted, releaſed and aſſigned eſtates, monies and other the premiſes unto and to and for the only uſe and benefit of them the ſaid *H. W.* and *H. T.* their executors, adminiſtrators and aſſigns, and that in as large, ample and beneficial manner to all intents and purpoſes whatſoever, as he the ſaid *T. N.* could or might have had, recovered, received or enjoyed the ſame in caſe theſe preſents had not been made; Nevertheleſs to and for the ſeveral ends, intents and purpoſes, and upon the truſts herein after mentioned and expreſſed of and concerning the ſame, *viz.* To the end, intent and purpoſe, that it ſhall and may be lawful to and for them the ſaid *H. W.* and *H. T.* ſeverally, and for their reſpective executors, adminiſtrators and aſſigns, In the firſt place, by and out of the ſaid hereby granted and aſſigned premiſes, when and as ſoon as the ſame, or any part thereof, ſhall be ordered, decreed, recovered and received as aforeſaid, to deduct and retain to their reſpective uſe and benefit, as well the ſaid one guinea or the ſum of one pound one ſhilling *per* week, ſo agreed to be by them paid to the ſaid *T. N.* for his preſent ſupport and maintenance as aforeſaid, As alſo all and every ſuch other ſum and ſums of money as ſhall be by them advanced and paid on account of, or on the behalf of the ſaid *T. N.* for his exhibiting the ſaid bill, and for all fees to Counſels, Clerks in Court, Solicitors, and all other charges whatſoever, touching the carrying on and managing the ſame ſaid intended cauſe, or any other ſuit or cauſe which ſhall be by them brought or commenced againſt the ſaid *H. N.* his brother, or any other perſons for recovering of the ſame premiſes, or part thereof, as likewiſe of all other coſts, charges, damages and expences, which they the ſaid *H. W.* and *H. T.* their heirs, executors or adminiſtrators, ſhall or may pay, expend, ſuſtain or be put unto for or by reaſon of their, or any or either of their names being made uſe of in the ſaid intended, or any other cauſe or ſuit as aforeſaid, or of the truſt hereby in them repoſed, or any other matter or thing touching or concerning the ſame, together with all intereſt for all and every the ſaid ſeveral ſums of money which ſhall be by them ſo paid, expended and diſburſed for the purpoſes aforeſaid, at and after the rate of five pounds *per cent. per annum*, and from the reſpective times of paying, expending and diſburſing the ſame, until ſuch time as the ſame ſhall be fully repaid and ſatisfied: And from and after full payment and ſatisfaction of all and every ſuch ſums of money, intereſt, expences and damages, in manner as aforeſaid, and ſubject thereunto, then to the further uſes, intents and purpoſes, and upon this ſpecial truſt, that they the ſaid *H. W.* and *H. T.* the ſurvivor of them, his executors, adminiſtrators or aſſigns, (at the coſts and charges of the ſaid *T. N.* his executors, adminiſtrators or aſſigns) ſhall and do transfer, aſſign and pay all the reſidue of the ſaid hereby granted and aſſigned monies and premiſes which ſhall be ſo ordered, decreed, recovered, or otherwiſe obtained, when and as the ſame ſhall be ſo recovered and received, to and for the only uſe and benefit of the ſaid *T. N.* his heirs, executors, adminiſtrators and aſſigns, and to and for no other uſe, truſt, end, intent or purpoſe whatſoever. And for the better and more effectual enabling them the ſaid *H. W.* and *H. T.* their executors, adminiſtrators and aſſigns, to recover and receive all and ſingular the ſaid herein before granted and aſſigned premiſes (nevertheleſs to, for and upon the ends, intents and purpoſes, and upon the truſt, and ſubject in manner as aforeſaid) He the ſaid *T. N.* Hath, and by theſe preſents Doth conſtitute, *&c.* the ſaid *H. W.* and *H. T.* jointly and ſeverally, their, *&c.* the true and lawful attorney, *&c.* of him the ſaid *T. N.* in his or their names, or in the names of them the ſaid *H. W.* and *H. T.* or in the name or names of ſome or one of them, as Counſel ſhould adviſe, forthwith to exhibit the ſaid bill in the ſaid Court of Chancery, and to carry on and manage the ſaid intended cauſe, or any other ſuit or cauſe in the ſaid Court, or elſewhere, and to proſecute the ſame to effect againſt the ſaid *H. N.* (brother of the ſaid *T. N.*) and all other perſons whomſoever whom it may concern, for the obtaining and recovering of all and ſingular the herein before granted and aſſigned premiſes, in ſuch manner as they the ſaid *H. W.* and *H. T.* or their aſſigns, ſhall be adviſed and think fit, and upon recovering and receiving thereof, or of any part thereof, by virtue of any order or decree, or otherwiſe, proper and ſufficient releaſe or other diſcharge to give for the ſame; and alſo to do all and every ſuch other, *&c.* for the recovering and receiving, as alſo for the releaſing, aſſigning and diſcharging of all and ſingular the ſaid hereby granted and aſſigned premiſes, and all that as fully and effectually, *&c.* And finally, he the ſaid *T. N.* doth hereby give, *&c.* nevertheleſs to, for and upon the ſeveral ends, *&c.* And the ſaid *T. N.* for himſelf, *&c.* doth hereby covenant, *&c.* (*Done no act to revoke,*) other than and except as before appears in and by theſe preſents, nor ſhall or will at any time hereafter do, *&c.* And alſo that he the ſaid *T. N.* his, *&c.* ſhall not, nor will at any time (without the conſent, *&c.*) releaſe or diſcharge any part of the ſaid hereby granted and aſſigned premiſes, nor revoke or make void the above mentioned letter of attorney, or any power or authority given, nor ſhall or will at any time (without ſuch conſent as aforeſaid) releaſe, diſcharge, diſcontinue, or do any other act whatſoever whereby to prevent ſtop, or hinder any proceedings whatſoever, which ſhall or may be commenced or brought in the ſaid Court of Chancery, or elſewhere, for the recovering of the ſaid hereby granted and aſſigned premiſes, or any part thereof, until ſuch time as full payment ſhall be

Grant and aſſignment.

Habendum.

Upon truſt,

to retain the weekly allowance,

and charges of ſuit.

Letter of attorney.

be made to them the ſaid *H. W.* and *H. T.* their executors, adminiſtrators and aſſigns, of the ſaid ſeveral ſums of money to be by them reſpectively advanced and paid for the purpoſe aforeſaid, together with all intereſt, coſts, charges and damages touching the recovering and receiving the ſame in manner as aforeſaid. **And further,** that he the ſaid *T. N.* his, *&c.* ſhall and will at any time (until ſuch time as full payment be made to the ſaid *H. W.* and *H. T.* their, *&c.* of all and every ſuch ſums of money ſo to be by them paid and advanced as aforeſaid) at the requeſt of them the ſaid *H. W.* and *H. T.* their executors and aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, any further and other lawful and reaſonable acts and things in law whatſoever, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better granting and aſſigning of all and ſingular the hereby granted and aſſigned premiſes unto them the ſaid *H. W.* and *H. T.* their executors or adminiſtrators; nevertheleſs to, for and upon the ſeveral ends, intents and purpoſes, and upon the truſt, and ſubject in ſuch manner as is herein before mentioned and expreſſed of and concerning the ſame, as by them the ſaid *H. W.* and *H. T.* their executors and aſſigns, or their counſel learned in the law, ſhall be reaſonably adviſed or required. **In Witneſs,** &c.

Further aſſurance.

*(Wood.)*

## *An * Aſſignment of a Leaſe of a Houſe in London.*

**THIS Indenture** made the 19th day of June between *E. F.* of, *&c.* of the one part, and *B. B.* of, *&c.* of the other part. Whereas in and by one indenture of leaſe, bearing date on or about the 2d day of May, 1776, and made or mentioned to be made between *E. F.* of, *&c.* of the one part, and *G. H.* of, *&c.* of the other part; the ſaid *G. H.* for the conſiderations therein mentioned, **Did** demiſe, leaſe, ſet, and to farm let, unto the ſaid *E. F.* his executors, adminiſtrators and aſſigns, **All that** meſſuage or tenement, ſituate, *&c.* **Together** with all ſingular ſhops, cellars, ſollars, chambers, rooms, lights, ways, eaſements, commodities and appurtenances whatſoever to the ſaid meſſuage or tenement belonging, or in any wiſe appertaining; **To hold** the ſaid meſſuage or tenement, and all and ſingular other the premiſes thereby leaſed, with the appurtenances, unto the ſaid *E. F.* his executors, adminiſtrators and aſſigns, from the feaſt day of the birth of our Saviour then next enſuing the date of the ſaid indenture, for the term of fourteen years, **At and under** the yearly rent of one hundred and ſeventy pounds, payable quarterly, in manner therein mentioned, **As** by the ſaid recited indenture of leaſe, reference being thereunto had, may (amongſt divers covenants and agreements therein contained) more fully and at large appear. **Now this Indenture witneſſeth,** that for and in conſideration of the ſum of ——— of lawful money of Great Britain to the ſaid *E. F.* in hand paid by the ſaid *B. B.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) and for divers other good cauſes and valuable conſiderations him the ſaid *E. F.* thereunto moving, **He** the ſaid *E. F.* **Hath** bargained, ſold, aſſigned and ſet over, **And** by theſe preſents **Doth** bargain, ſell, aſſign and ſet over, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, **All and every** the ſaid meſſuage or tenement, ſhops, cellars, chambers, rooms, and all and ſingular other the premiſes in and by the ſaid recited indenture leaſed as aforeſaid, or mentioned or intended ſo to be, with their and every of their appurtenances, **And** the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; **And alſo** all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *E. F.* of, in, to, or out of the ſaid meſſuage or tenement and premiſes, or any of them, or any part thereof, by force or virtue of the ſaid recited indenture of leaſe, or otherwiſe howſoever, together with the ſame indenture of leaſe; **To have and to hold** the ſaid meſſuage or tenement, and all and ſingular other the premiſes hereby, or mentioned, or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, from and henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of fourteen years therein, **Subject nevertheleſs** to the rent and covenants in the ſaid recited indenture of leaſe reſerved and contained, and which from henceforth on the tenant's or leſſee's part are to be paid, done and performed. **And the ſaid** *E. F.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, in manner following; *(that is to ſay)* that he the ſaid *E. F.* hath not at any time heretofore done, committed, or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the ſaid hereby aſſigned premiſes, or any part thereof, or the ſaid term of fourteen years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever; **And further,** that it ſhall and may be lawful to and for the ſaid *B. B.* his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter, during the continuance of the ſaid term of fourteen years, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement, and premiſes hereby, or mentioned, or intended to be hereby aſſigned, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble or interruption, of or by the ſaid *E. F.* his executors adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt, at law or in equity, of, in, to, or out of the ſaid hereby aſſigned premiſes, or any part thereof, from, by or under, or in truſt for him, them, or any of them (**Except** the rent and covenants in the ſaid recited indenture of leaſe reſerved and contained, and which from henceforth on the tenant's or leſſee's part are to be paid, done and performed.) **And alſo** that he the ſaid *E. F.* his executors, adminiſtrators and all and every other perſon or perſons whomſoever,

Parties.

Leaſe recited.

Premiſes.

General words.

Habendum.

Reddendum.

The conſideration and aſſignment.

Premiſes.

Habendum,

ſubject to the rent and covenants.

The aſſigner covenants that he has not done any act to avoid the leaſe, and for quiet enjoyment,

* *An Aſſignment* is properly a transfer or making over to another of the right one has in *any* eſtate, but it is uſually applied to an eſtate for life or years; and it differs from a leaſe only in this, that by a leaſe one grants an intereſt leſs than his own, reſerving to himſelf a reverſion; in an aſſignment he parts with the whole property; and the aſſignee ſtands to all intents and purpoſes in the place of the aſſigner. *Vide the Theoretical Part of this Work.*

and for further aſſurances, ſoever, having, or lawfully claiming, or who ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt, of, in, to, or out of the ſaid hereby aſſigned premiſes, or any part thereof, from, by or under, or in truſt for him, them, or any of them, ſhall and will at any time, or times hereafter, during the continuance of the ſaid term of fourteen years, at the requeſt, coſts and charges of the ſaid *B. B.* his executors, adminiſtrators or aſſigns, make, do and execute any further and other lawful and reaſonable act, deed or thing, for the better aſſigning and aſſuring of the ſaid meſſuage or tenement, and premiſes, with the appurtenances, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſaid term of fourteen years therein, ſubject to the rents and covenant aforeſaid, as by the ſaid *B. B.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed or required.

The aſſignee covenants to pay the rent, and perform covenants, and to indemnify the aſſigner. And the ſaid *B. B.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant and agree to and with the ſaid *E. F.* his executors and adminiſtrators, that he the ſaid *B. B.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time, and at all times hereafter, during the continuance of the ſaid term of fourteen years, pay the ſaid yearly rent of one hundred and ſeventy pounds (as and when the ſame ſhall become due and payable) and perform, fulfil, accompliſh, pay and keep all and every the covenants, payments and agreements in the recited indenture of leaſe reſerved and contained, which from henceforth on the leſſees or aſſignees part and behalf, are or ought to be performed, fulfilled, accompliſhed, paid and kept, according to the purport, true intent and meaning of the ſame indenture: And of and from the ſame rent, covenants, payments and agreements, and all and every breach, default or neglect, of or in the payment or performance thereof, which ſhall at any time or times hereafter happen to be made or done, and of and from all loſs, coſts, damages and expences occaſioned thereby, ſhall and will ſave, defend, and keep harmleſs and indemnify the ſaid *E. F.* his heirs, executors and adminiſtrators, and every of them, and his and their and every of their lands and tenements, goods and chattles. In witneſs, *&c.*

*(Newnam.)*

## *A ſhort Aſſignment by Deed Poll, of an Annuity or Rent-Charge granted by Deed for Life.*

Recital of the grant. To all to whom theſe Preſents ſhall come, I *J. W.* of, *&c.* ſend greeting. Whereas *J. C.* of, *&c.* by his deed indented, bearing date, *&c.* for the conſiderations therein mentioned, *Did* give, grant and confirm unto me the ſaid *J. W.* One annuity or yearly rent or penſion of, *&c.* to be iſſuing and going out of All and ſingular the meſſuages, *&c.* of the ſaid *J. G.* ſituate, *&c.* for the term of the natural life of me the ſaid *J. W.* *As* in and by the ſaid deed indented (amongſt divers other covenants, grants and agreements therein contained) more fully and at large it doth and may appear: Now know ye, that

Aſſignment. I the ſaid *J. W.* for and in conſideration of, *&c.* Have aſſigned and ſet over, and by theſe preſents Do,

Habendum. *&c.* unto *S. L.* of, *&c.* The ſaid annuity or yearly penſion of, *&c.* To have and to hold the ſaid annual or yearly rent of *&c.* unto the ſaid *S. L.* and her aſſigns, in as large and ample manner and form, as I the ſaid *J. W.* may or ought to have and enjoy the ſame, by force of the ſaid deed indented, or any thing therein contained (together with the ſaid deed indented.) In Witneſs, &c.

## *Another with ſuitable Covenants.*

Recital of the grant. To all, &c. *T. D.* of, *&c.* ſendeth greeting. Whereas, &c. *R. D.* of, *&c.* late uncle of the ſaid *T. D.* in and by one indenture, *&c.* *Did* give and grant unto the ſaid *T. G.* for and during the natural life of the ſaid *T. G.* to begin and be paid yearly to the ſaid *T. D.* party to theſe preſents, from and after the deceaſe of, *&c.* as by, *&c.* Now know ye, that the ſaid *T. D.* for and in conſideration of, *&c.* to him in hand, at, *&c.* by *W. P.* of, *&c.* well and truly paid, whereof and wherewith the ſaid *T. D.* acknowledged himſelf fully ſatisfied, contented and paid by theſe preſents, and for divers, *&c.* Hath given, granted,

Aſſignment. bargained, ſold, aſſigned and ſet over, and by theſe preſents Doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, as well the ſaid annuity, *&c.* as alſo all the eſtate, *&c.* by force, *&c.* of the ſaid indenture, or any thing therein contained, or otherwiſe.

Covenants. Right to aſſign. And the ſaid *T. D.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *W. P.* his, *&c.* by, *&c.* that he the ſaid *T. D.* now hath lawful right and authority to give, *&c.* the ſaid annuity in manner and form aforeſaid;

Heretofore no act done to incumber, nor hereafter ſhall be done to hinder the enjoyment of the aſſigned annuity. Peaceable enjoyment. And that heretofore neither he, nor any other by his appointment, or with his conſent, hath made any former bargain, ſale, gift, grant, aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid annuity or yearly payment of, *&c.* or any part thereof; And that he the ſaid *T. D.* nor any other by or from him, or with his conſent have or hath done, nor hereafter at any time ſhall do, commit or ſuffer to be done, any act, deed or thing whatſoever, whereby the ſaid *W. P.* his, *&c.* ſhall or may be hindered or letted, of, or in the having, receiving and enjoying of the ſaid annuity or yearly rent, or any part thereof; And that the ſaid *W. P.* his, *&c.* ſhall and may from time, *&c.* from and after the deceaſe of, *&c.* for and during the natural life of the ſaid *T. D.* lawfully, peaceably, *&c.* have, *&c.* the ſaid annuity or, *&c.* and every part, *&c.* to the proper uſe, *&c.* without the let, *&c.*

Further aſſurance, And further that the ſaid *T. D.* ſhall and will from time, *&c.* at the reaſonable requeſt, *&c.* do cauſe, *&c.* all ſuch further act and acts, thing and things for the further aſſuring of the ſaid annuity, *&c.* to the ſaid *W. P.* his, *&c.* for and during the natural life of the ſaid *T. D.* after the death of the ſaid ——— as by the ſaid *W. P.* his, *&c.* ſhall be reaſonably deviſed, *&c.* *(See theſe kinds of covenants* poſt, *and others proper in theſe caſes.)* In witneſs, &c.

*(Wood.)*

*Aſſignment*

*Aſſignment from the Executrix of a ſurviving Truſtee in a Settlement of the Reſidue of a Term of Five Hundred Years thereby created, for raiſing Portions and Maintenances for younger Children, (the Reſidue of which Portions are now paid to them by a Mortgagee) to a Truſtee for a Mortgagee in Fee, &c. as a Collateral Security.*

THIS Indenture Quadrupartite, made, &c. Between *F. B.* of, &c. *T. B.* of, &c. and *M. B.* of, &c. (which ſaid *F. B. T. B.* and *M. B.* are the three younger children of *J. B.* the elder, late of, &c. deceaſed) of the firſt part, *E. G.* widow and executrix of *T. G.* late of, &c. yeoman, deceaſed, (the ſurviving truſtee named in the indenture of ſettlement herein after mentioned) of the ſecond part; *J. B.* of, &c. (eldeſt ſon and heir of the ſaid *J. B.* deceaſed) of the third part; and *R. B.* of, &c. and Sir *W. H.* of, &c. Baronet, of the fourth part. Whereas by indentures of leaſe and releaſe, bearing date reſpectively, &c. and made or mentioned to be made between the ſaid *J. B.* deceaſed, and *H.* his wife, alſo deceaſed, of the one part, and *S. H. T. L.* and *T. G.* of the other part, in conſideration of a marriage thentofore had between the ſaid *J. B.* deceaſed, and the ſaid *H.* his wife, and of the marriage portion of the ſaid *H.* All that meſſuage, &c. are limited, from and after the deceaſe of the ſaid *J. B.* deceaſed, to the uſe of the ſaid *S. H. T. L.* and *T. G.* their executors, adminiſtrators and aſſigns, for the term of five hundred years, upon the truſts therein and herein after mentioned, with remainder to the uſe of the ſaid *J. B.* party to theſe preſents, and the heirs of his body, with divers remainders over; and as for the ſaid term of five hundred years, the ſame (ſubject in the firſt place to the raiſing and payment of the yearly ſum of twenty pounds unto the ſaid *H. B.* during her life for her jointure, in caſe ſhe ſhould ſurvive the ſaid *J. B.* the elder, and which by the deceaſe of the ſaid *H.* is ſince determined) is declared to be upon truſt out of the rents, iſſues and profits of the ſaid premiſes, or by ſale, demiſe or mortgage thereof, or any part thereof, to levy and raiſe portions for the daughters and younger ſons of the ſaid *J. B.* the elder, on the body of the ſaid *H.* begotten, in ſuch manner as therein and herein after mentioned, *viz.* If they ſhould have no more iſſue than the ſaid *J. B.* party to theſe preſents (their eldeſt ſon) and *T. R. R. H.* and *M. B.* the younger ſons and daughters of the ſaid *J. B.* the elder and *H.* his wife, then the ſaid truſtees ſhould raiſe two hundred pounds a-piece for the ſaid *T. R. H.* and *M. B.* and in caſe the ſaid *J. B.* the elder and *H.* his wife ſhould have iſſue between them five or more children beſides their ſon and heir, then the ſum of eight hundred pounds to be raiſed for their portions, to be equally divided amongſt them, and to be paid at their reſpective ages of twenty-one years, as by the ſame indentures of leaſe and releaſe may more fully appear: And whereas ſince the date of the ſaid recited indenture of leaſe and releaſe, the ſaid *J. B.* the elder had iſſue by his wife the ſaid *H.* the ſaid other ſon, *viz.* the ſaid *F. B.* but the ſaid *R. B.* and *H. B.* two other younger children of the ſaid *J. B.* by the ſaid *H.* his wife, are both ſince dead under the age of twenty-one years: And whereas the ſaid *J. B.* the elder and *H.* his wife are both ſince dead, leaving iſſue the ſaid *J. B.* party hereto, their eldeſt ſon and heir, and the ſaid *T. B. F. B.* and *M. B.* their younger children: And whereas the ſaid *T. G.* ſurvived the ſaid *S. H.* and *T. L.* and the ſaid *T. G.* is ſince dead, having in his life-time made his laſt will and teſtament in writing, and thereof appointed the ſaid *E. G.* his executrix, who ſince his death proved the ſaid will in common form: And whereas the ſaid *T. B. F. B.* and *M. B.* have all attained the age of twenty-one years, and have reſpectively received great part of their ſaid portions provided for them by the truſts of the ſaid term of five hundred years, and there are now remaining due to them only the ſeveral ſums following, *viz.* To the ſaid *T. B.* the ſum of one hundred pounds, to the ſaid *F. B.* the ſum of one hundred pounds, and to the ſaid *M. B.* the ſum of two hundred pounds: And whereas by indenture *quadrupartite*, bearing even date herewith, and made or mentioned to be made between the ſaid *J. B.* party, &c. and *E.* his wife, of the firſt part, *T. G.* of the ſecond part, *T. G.* of the third part, and the ſaid *R. B.* of the fourth part; *Thereby reciting*, that the ſaid *J. B.* party, and *E.* his wife, *Did* in *Michaelmas* term now laſt paſt levy a fine of the ſaid premiſes unto the ſaid *T. G.* and his heirs; and that a common recovery was ſuffered of the ſame premiſes in the ſame term, whereon the ſaid *T. J.* was demandant, the ſaid *T. G.* tenant, and the ſaid *J. B.* party, and *E.* his wife, vouchees, who vouched the common vouchee, in conſideration of one thouſand pounds, therein mentioned to be paid by the ſaid *R. B.* unto the ſaid *J. B.* party; *It is by the ſame indenture agreed and declared*, that the ſaid fine and recovery ſo levied and ſuffered of the ſaid premiſes as aforeſaid, and alſo all and every other fine, &c. ſuffered and executed of the ſaid premiſes, or any part thereof, ſhall be and enure to the uſe of the ſaid *R. B.* his heirs and aſſigns; *Redemable nevertheleſs* upon payment of the ſum of one thouſand pounds, of, &c. with lawful intereſt for the ſame after the rate of four pounds ten ſhillings *per cent. per annum*, by the ſaid *J. B.* party, his heirs, executors, adminiſtrators or aſſigns, unto the ſaid *R. B.* his executors, adminiſtrators or aſſigns, on the ——— day of ——— then and now next enſuing the day of the date hereof, as by the ſame indenture of even date herewith, and the ſaid fine and recovery, may appear. Now this Indenture witneſſeth, that for and in conſideration of the ſum of one hundred pounds of, &c. by the ſaid *R. B.* (by the direction of the ſaid *J. B.* party, &c. teſtified, &c.) in hand now paid unto the ſaid *T. B.* in full diſcharge and ſatisfaction of all portions or ſums of money due and owing unto the ſaid *T. B.* by virtue of the ſaid term of five hundred years, and the truſts thereof or otherwiſe affecting the ſaid premiſes, or any part thereof; And alſo for and in conſideration of the ſum of one hundred pounds of like money by the ſaid *R. B.* (by the like direction of the ſaid *J. B.* party hereto, teſtified as aforeſaid) in hand now paid unto the ſaid *F. B.* by virtue of the ſaid term of five hundred years, and the truſts thereof, or otherwiſe affecting the ſaid premiſes, or any part thereof; And alſo for and in conſideration of the ſum of two hundred pounds, &c. (which ſaid ſeveral ſums of one hundred pounds, one hundred pounds, and two hundred pounds, ſo paid by the ſaid *R. B.* unto the ſaid *J. B. F. B.* and *M. B.* as aforeſaid, are part of and included in the ſaid ſum of one thouſand pounds, being the conſideration money mentioned in the ſaid indenture of even date herewith) the receipt of which ſaid ſeveral ſums of one hundred pounds, one hundred pounds, and two hundred pounds, the ſaid *J. B. F. B.* and *M. B.* do hereby reſpectively acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *R. B.* and *J. B.* party hereto, and each of them, their and each of their heirs, executors, adminiſtrators and aſſigns, and

Releaſe, viz. the ſettlement after marriage.

Note; R. died before 21,

As to another ſon being born ſince a ſettlement made, and what younger children living.

As to their father and mother's death.

As to death of ſurviving truſtee and his executrix.

As to younger children now living, and what due.

As to the mortgage of even date.

Reciting a fine and recovery.

Conſideration paid, viz. to T. B. 100l. in full diſcharge, &c.

The like to F. B. &c.

The like to M. B. &c.

every of them for ever, by theſe preſents; And alſo for and in conſideration of the ſum of five ſhillings of like money by the ſaid Sir *W. H.* now paid unto the ſaid *E. G.* the receipt whereof is hereby acknowledged, She the ſaid *E. G.* (at the requeſt, and by the direction of the ſaid *T. B. F. B.* and *M. B.* and alſo of the ſaid *J. B.* party, *&c.*) and the ſaid *T. B. F. B.* and *M. B.* at the nomination of the ſaid *R. B.* reſpectively as aforeſaid, Have, and each and every of them Hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents do, and each and every of them Doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid Sir *W. H.* his executors, adminiſtrators and aſſigns, All and ſingular the ſaid meſſuages, *&c.* compriſed in the ſaid term of five hundred years, with their, *&c.* and all the eſtate, *&c.* of them the ſaid *E. G. T. B. F. B.* and *M. B.* and every of them, of, in, to or out of the ſame premiſes, and every or any part or parcel thereof; To have and to hold the ſaid meſſuages or tenements, lands, hereditaments and premiſes, with their appurtenances, unto the ſaid Sir *W. H.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid term of five hundred years yet to come and unexpired; In truſt nevertheleſs for the ſaid *R. B.* his executors, adminiſtrators and aſſigns, for the further and better ſecuring the payment of the ſaid ſum of one thouſand pounds, and intereſt, according to the true intent and meaning of the ſaid recited indenture *quadrupartite* of even date herewith, and the proviſo therein contained. Proviſo. Provided always nevertheleſs, that if the ſaid *J. B.* (party hereto) his heirs, *&c.* do and ſhall well and truly pay, *&c.* to the ſaid *R. B.* his, *&c.* the ſaid ſum of one thouſand pounds, and the intereſt thereof, after the rate aforeſaid, at the time and in the manner mentioned and expreſſed for the payment thereof, in and by the ſaid indenture *quadrupartite* of even date herewith; then the ſaid *R. B.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will, at the requeſt, coſts and charges of the ſaid *J. B.* party, *&c.* his, *&c.* procure the ſaid Sir *W. H.* his, *&c.* to aſſign or ſurrender the ſaid term of five hundred years, and the premiſes compriſed therein, unto the ſaid *J. B.* party, his heirs or aſſigns, or ſuch perſon or perſons as he or they ſhall direct or appoint, free from all incumbrances done, committed or ſuffered by the ſaid Sir *W. H.* his executors, adminiſtrators or aſſigns: And, *&c.* doth hereby covenant, promiſe and agree, to and with the ſaid Sir *W. H.* his executors, adminiſtrators and aſſigns, that ſhe the ſaid *E. G.* hath not done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid premiſes, or any part thereof, is, are or hereafter ſhall or may be any ways charged, impeached or incumbered in title, charge, eſtate, or otherwiſe howſoever. (*The like ſeparate covenants from* T. B. F. B. *and* M. B.) In witneſs, &c.

(I approve of this draught,
*Gilb. Horſeman.*)

*An abſolute Aſſignment of two * Leaſehold Intereſts in a Houſe,* &c. *in Town, by the Leſſees in Building Leaſes, and their Mortgagee. Part of the Purchaſe-money paid in Diſcharge of the Mortgage, the Reſidue to the Leſſees.*

The parties. THIS Indenture tripartite, made the thirteenth day of July, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *Abel Arn* of the pariſh of St. Giles in the Fields in the county of Middleſex, glazier, of the firſt part, *Bartholomew Babe* and *Chriſtopher Cant*, both of the pariſh of St. Anne within the liberty of Weſtminſter in the ſaid county of Middleſex, carpenters, of the ſecond part, and *David Dace* of Lincoln's-inn in the ſaid county of Middleſex, Eſquire, of the third part.

A building leaſe of ground, from one to two, recited. Whereas by indenture bearing date the ſixth day of June, which was in the year of our Lord 1778, and made, or mentioned to be made, between *Edmund Edlin* of, *&c.* Eſquire, of the one part, and the ſaid *Bartholomew Babe* and *Chriſtopher Cant* of the other part; the ſaid *Edmund Edlin* for the conſiderations therein mentioned, Did leaſe, ſet, and to farm let unto the ſaid *Bartholomew Babe* and *Chriſtopher Cant*,

The parcels. All that piece or parcel of ground ſituate, lying and being in part of a certain field thentofore called Fairfield in the pariſh of St. Martin in the Fields in the ſaid county of Middleſex, on the north ſide of a new ſtreet called Fair-ſtreet, abutting ſouth on the ſaid ſtreet, north on ground or building let unto *George Gueſt*, weſt on ground and a meſſuage or tenement thereon erected and built, then let, or agreed to be let to *Henry Hurt* Bricklayer, eaſt on other ground and a meſſuage or tenement thereon erected and built,

---

* C A S E.

*A.* demiſes by leaſe to *B.* a houſe in London, and in the leaſe are contained the uſual covenants for repair, without any exception as to fire, and other unavoidable accidents, *B.* inſured the houſe, but not ſufficiently, and it is now burned down.

*B.* is willing to deliver to the leſſor the policy, but apprehends he is not compellable to rebuild.

*Q.* 1. As this was an unavoidable accident, is *B.* compellable to rebuild the houſe, or to anſwer the value in damages?

Whatever effects the nature of the accident might have in an action of waſte, yet as the leſſees have entered into a poſitive covenant to uphold, maintain and repair the premiſes, I think that, as there is no exception againſt fire, they will be obliged to rebuild the houſe, or anſwer the value in damages.

*Q.* 2. Is an aſſignee of a leſſee compellable to rebuild, or anſwer the value in damages?

Every aſſignee is liable to all the breaches of ſuch covenants as run with the land, as thoſe for repairs do, and were incurred during his time, and therefore if the preſent tenant is only aſſignee of the leſſee, yet I think he will be compellable to make good the damages which happened whilſt the eſtate continued in him, and although he ſhould aſſign his intereſt, yet I apprehend ſuch aſſignment would not diſcharge the obligation that lies upon him, but both he and his aſſignee, at the end of the term, would be liable to rebuild or to make ſatisfaction in damage for not doing it. As to the original leſſee, and his repreſentatives, they will always remain anſwerable to the leſſor, tho' they happened to aſſign before the accident happened.

*JOHN FORD,*
Middle Temple, April 18, 1758.

then

then let or agreed to be let to the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, and containing in breadth from eaſt to weſt in the front next Fair-ſtreet twenty-two feet four inches of aſſize, (little more or leſs) and in the rear thereof twenty feet ſix inches of aſſize, (little more or leſs) and in depth from ſouth to north on the eaſt ſide ſixty-ſeven feet of aſſize, (little more or leſs) and on the weſt ſide ſixty-four feet of aſſize, (little more or leſs) being the fifth houſe weſtward, from Eagle-ſtreet, together with the meſſuage or tenement, And all other erections and buildings then in building, or which at any time or times then after ſhould be thereon erected and built; And all ways, paſſages, lights, eaſements, waters, water-courſes, profits, commodities and appurtenances whatſoever to the ſaid piece or parcel of ground belonging, or therewith deſigned to be uſed and enjoyed; To hold unto the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their executors, adminiſtrators and aſſigns, from the feaſt of the Annunciation of the bleſſed Virgin Mary laſt paſt before the date thereof, for the term of thirty-one years, three quarters of a year, two months and twenty-ſeven days from thence next enſuing, and fully to be compleat and ended, at and under the rent of a pepper-corn for the firſt year of the ſaid term, and the yearly rent of one pound ten ſhillings for the next thirty years of the ſame term, payable quarterly as therein is mentioned, and at and under the rent of one pound ten ſhillings for the laſt three quarters of a year, two months and twenty-ſeven days, payable on the feaſt of St. Michael the Archangel, which will be in the year of our Lord 1809, and under ſuch further and other reſervations and agreements as are therein mentioned, as by the ſaid recited indenture, relation being thereunto had, may more fully and at large appear. And whereas by one other indenture, bearing date the ſeventh day of June, which was in the ſaid year of our Lord 1778, and made, or mentioned to be made, between *James Jewel* of London Cordwainer, of the one part, and the ſaid *Bartholomew Babe* and *Chriſtopher Cant* of the other part, the ſaid *James Jewel* for the conſiderations therein mentioned, Did leaſe, ſet, and to farm let unto the ſaid *Bartholomew Babe* and *Chriſtopher Cant* The ſaid piece or parcel of ground, meſſuage or tenement, erections, buildings, and other the premiſes, with their appurtenances; To hold unto the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their executors, adminiſtrators and aſſigns, from the feaſt of the Annunciation of the bleſſed Virgin Mary, which will be in the year of our Lord 1810, for the term of thirty years from thence next enſuing, and fully to be compleat and ended, at and under the yearly rent of one pound ten ſhillings, payable quarterly; the firſt payment to be made on the feaſt of the Nativity of St. John the Baptiſt in the ſaid year of our Lord 1810, and under ſuch further and other reſervations and agreements as in the ſame indenture are mentioned, as by the ſaid laſt recited indenture, relation being thereunto had, may more at large appear. And whereas by indenture bearing date the ninth day of September laſt paſt before the date hereof, and made, or mentioned to be made between the ſaid *Bartholomew Babe* and *Chriſtopher Cant* of the one part, and the ſaid *Abel Arn* of the other part, reciting to the effect herein before recited, the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, in conſideration of the ſum of one thouſand pounds of lawful money of Great Britain to them paid by the ſaid *Abel Arn*, Did grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Abel Arn*, his executors, adminiſtrators and aſſigns, the ſaid two ſeveral recited indentures of leaſe, and the ſaid piece or parcel of ground, And the ſaid meſſuage or tenement thereon erected and built, And all other erections and buildings then erected and built, or to be erected and built upon the ſaid ground and premiſes, or any part or parcel thereof; And all other the premiſes by the ſaid two firſt recited indentures demiſed, And all the eſtate, right, title, intereſt, term of years, poſſeſſion, reverſion, rent, benefit, property, profit, claim and demand whatſoever, of them the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, of, in, or unto the ſaid ground, meſſuage or tenement and premiſes, by virtue of the ſaid recited indentures of leaſe, or otherwiſe howſoever; To hold unto the ſaid *Abel Arn*, his executors, adminiſtrators and aſſigns, from thenceforth, for all the then reſidue of the ſaid term of thirty-one years, three quarters of a year, two months and twenty-ſeven days, granted by and from the ſaid *Edmund Edlin* as aforeſaid, and for and during the ſaid term of thirty years granted by and from the ſaid *James Jewel* as aforeſaid, under a proviſo, to be void on payment of the ſum of one thouſand pounds principal money, and lawful intereſt for the ſame on the ninth day of March then next enſuing, and now laſt paſt, As by the ſaid laſt recited indenture, relation being thereunto had, may more fully and at large appear. And whereas the ſaid ſum of one thouſand pounds principal money, or any part thereof, was not paid at the day in the ſaid laſt recited indenture for that purpoſe mentioned, nor at any time ſince, but doth yet remain due and payable, whereby the ſaid two ſeveral terms of thirty-one years, three quarters of a year, two months and twenty-ſeven days, and thirty years of and in the premiſes, became abſolute in law in the ſaid *Abel Arn*. And whereas there is now due and owing to the ſaid *Abel Arn* for principal and intereſt upon the ſaid recited ſecurity the ſum of one thouſand and fifty pounds and no more. And whereas the ſaid *David Dace* hath lately contracted and agreed with the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, for the abſolute purchaſe of the meſſuage or tenement, erections, buildings, piece or parcel of ground, hereditaments and premiſes in and by the ſaid two firſt recited indentures demiſed or leaſed as aforeſaid, and of the ſaid two ſeveral terms of years therein, for the ſum of eighteen hundred pounds of lawful money of Great Britain, to be paid in manner herein after mentioned. Now this Indenture witneſſeth, That for and in conſideration of the ſum of one thouſand and fifty pounds of lawful money of Great Britain, part of the ſaid ſum of eighteen hundred pounds to the ſaid *Abel Arn* in hand paid by the ſaid *David Dace*, at or before the enſealing and delivery hereof, (by the order and direction of the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, teſtified by their being made parties to, and their ſealing and delivery of theſe preſents,) In full payment, diſcharge and ſatisfaction of and for all principal money and intereſt due and owing to the ſaid *Abel Arn*, upon the ſaid recited ſecurity, the receipt of which ſaid ſum of one thouſand and fifty pounds the ſaid *Abel Arn* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, for ever by theſe preſents; And for and in conſideration of the further ſum of ſeven hundred and fifty pounds of like money (reſidue of the ſaid ſum of eighteen hundred pounds) to the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, in hand paid by the ſaid *David Dace*, at or before the ſealing and delivery of theſe preſents, (in full for the abſolute purchaſe of the ſaid meſſuage or tenement, ground and premiſes) the receipt and payment of which ſaid ſeveral ſums of ſeven hundred and fifty pounds and one thouſand and fifty pounds They the ſaid *Bartholomew Babe* and *Chriſtopher Cant* do hereby acknowledge, and thereof, and of every part thereof, do acquit, releaſe and diſcharge the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, and every of them, for ever by theſe preſents, He the ſaid *Abel Arn*, (at the requeſt, and by the direction and appointment

Habendum.

A reverſionary leaſe from another leſſor, of the ſame premiſes, to ſame leſſees, recited.

A mortgage, made of the premiſes by the leſſees recited,

and that the principal money was not paid at the day,

and that the now aſſignee has agreed for the purchaſe.

The conſideration, the mortgage-money, and a further ſum.

The mortgagee (by direction) and mortgagors aſſign, &c.

pointment of the ſaid *Bartholomew Babe* and *Chriſtopher Cant* (teſtified as aforeſaid); And alſo they the ſaid *Bartholomew Babe* and *Chriſtopher Cant* have, and each and every of them hath bargained, ſold, aſſigned, transferred and ſet over, And by theſe preſents Do, and each and every of them Doth bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, All the ſaid meſſuage or tenement, piece or parcel of ground, hereditaments and premiſes in and by the ſaid two firſt recited indentures demiſed and leaſed, or mentioned or intended ſo to be as aforeſaid, And all edifices, erections and buildings upon the ſame piece or parcel of ground, or any part thereof, ſince erected and built, or at any time hereafter to be erected and built, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof,

General words.

and of every part thereof, And all the eſtate, right, title, intereſt, term and terms of years yet to come and unexpired, truſt, property, equity of redemption, claim and demand whatſoever, both in law and equity, of them the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, and of every or any of them, of, in, to, or out of the ſaid meſſuage or tenement, erections, buildings, piece or parcel of ground, hereditaments and premiſes mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, by force or virtue of the ſaid ſeveral recited indentures, or any of them, or otherwiſe howſoever, Together with the ſame indentures, and the policy of inſurance thereon againſt loſs by fire,

Habendum to the aſſignee, &c.

and all the benefit thereof; To have and to hold the ſaid meſſuage or tenement, erections, buildings, piece or parcel of ground, hereditaments, and other the premiſes mentioned or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of thirty-one years, three quarters of a year, two months and twenty-ſeven days, and from and after the end and expiration thereof, for and during all the ſaid further term of thirty years therein, Subject nevertheleſs to the reſpective rents and covenants in the ſaid two firſt recited indentures of leaſe reſerved and contained, and which from henceforth, on the tenant's or leſſee's part, are to

The mortgagee covenants that he has not incumbered.

be paid, done and performed. And the ſaid *Abel Arn* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, that he the ſaid *Abel Arn* hath not at any time heretofore done, committed, or ſuffered any act, matter or thing whatſoever, whereby or by means whereof the ſaid meſſuage or tenement, ground and premiſes, mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, or the ſaid two ſeveral terms of years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. And

The mortgagors covenant that the leaſes are good,

the ſaid *Bartholomew Babe* and *Chriſtopher Cant* do hereby for themſelves, and each of them, their heirs, executors and adminiſtrators, covenant, promiſe and grant to and with the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, in manner and form following; (that is to ſay) that (for and notwithſtanding any act, matter or thing, by them, or any of them, done, committed, or ſuffered to the contrary) the ſaid two ſeveral recited original indentures of leaſe are good and ſufficient leaſes, valid in the law of and for the ſaid meſſuage or tenement, piece or parcel of ground, hereditaments, and other the premiſes mentioned to be thereby demiſed, not forfeited, ſurrendered, or any ways avoided or avoidable; And alſo that they

and that they, &c. have power to aſſign,

the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, ſome or one of them, for and notwithſtanding any ſuch act, matter or thing as aforeſaid, have or hath at the time of the enſealing and delivery of theſe preſents, in themſelves, or ſome or one of them, good right, full power, and lawful and abſolute authority, to bargain, ſell, aſſign, and ſet over the ſaid meſſuage or tenement, piece or parcel of ground, hereditaments, and other the premiſes mentioned to be hereby aſſigned, with their appurtenances, unto the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, for all the reſt and reſidue yet to come and unexpired of the ſaid term of thirty-one years, three quarters of a year, two months and twenty-ſeven days, and for all the ſaid term of thirty years

and for quiet enjoyment,

therein. And further, that it ſhall and may be lawful to and for the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter during the continuance of the ſaid two ſeveral terms, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement, piece or parcel of ground, hereditaments, and other the premiſes mentioned to be hereby aſſigned, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, for and during all the reſt and reſidue yet to come and unexpired of the ſaid two ſeveral and reſpective terms of thirty-one years, three quarters of a year, two months and twenty-ſeven days, and thirty years therein reſpectively, without the lawful let, ſuit, trouble, denial, eviction or interruption, of or by the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, or any of them, their or any of their executors, adminiſtrators and aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim

free from incumbrances,

from, by or under or in truſt for them or any of them; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and ſingular former and other grants, bargains, ſales, leaſes, mortgages, ſtatutes, recognizances, judgments, extents, executions, and of and from and againſt all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered, by the ſaid *Bartholomew Babe*, *Chriſtopher Cant* and *Abel Arn*, or any of them; their or any of their executors, adminiſtrators or aſſigns, or by any other perſon or perſons lawfully claiming or to claim from, by or under them or any of them, (the rents and covenants in the ſaid two recited indentures of leaſe reſerved and contained, and which from henceforth are to be paid, done and performed, and the ſaid indentures of mortgage and

except rents and covenants, and the mortgage, and for further aſſurances.

aſſignment made to the ſaid *Abel Arn* as aforeſaid, only excepted and ſurprized.) And moreover, that they the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, and every of them, their and every of their executors and adminiſtrators, and all and every other perſon and perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt, of, in, to, or out of the meſſuage or tenement, piece or parcel of ground, hereditaments, and other the premiſes mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, from, by or under, or in truſt for them or any of them, ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds and things, aſſignments and aſſurances in the law whatſoever, for the further, better, and more perfect

and

and abſolute aſſigning and aſſuring of the ſaid meſſuage or tenement, piece or parcel of ground, and other the hereby aſſigned premiſes, unto the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue which ſhall then be to come and unexpired of the ſaid two ſeveral terms of thirty-one years, three quarters of a year, two months and twenty-ſeven days, and thirty years therein, as by the ſaid *David Dace*, his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further aſſurances contain in them no further or other covenant than are in theſe preſents contained, and ſo as the party or parties who ſhall be deſired or requeſted to make or do the ſame, be not compelled or compellable for making or doing thereof to go or travel above five miles from his or their then reſpective dwellings or places of abode; **And the ſaid** *David Dace* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their executors and adminiſtrators, that he the ſaid *David Dace*, his executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of the ſaid two ſeveral terms of thirty-one years, three quarters, two months and twenty-ſeven days, and thirty years, pay the ſaid yearly rent of one pound ten ſhillings, and perform, fulfil and keep all and every the covenants, grants and agreements in the ſaid two recited indentures of leaſe contained, which from henceforth by and on the parts and behalfs of the leſſees or aſſigns of the premiſes are or ought to be performed and kept, according to the purport, true intent and meaning of the ſame indentures, and of and from the ſame rent, covenants and agreements, and all and every breach, default or neglect, of or in the payment or performance thereof, which ſhall at any time or times hereafter happen to be made or done, ſhall and will ſave, defend, keep harmleſs and indemnified, the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their executors and adminiſtrators, and their and every of their lands and tenements, goods and chattles. **In witneſs**, &c.

The aſſignee covenants to pay the rents and perform covenants in the leaſes,

and to indemnify the leſſees.

*Aſſignment of Forty Pounds, payable out of a Copyhold Eſtate after the Death of a Mother.*

**To all to whom**, &c. *H. S.* late of, &c. (one of the ſons of *W. S.* of, &c. deceaſed, by *M.* his wife, now living) ſendeth greeting. **Whereas** the ſaid *H. S.* after the death of *M.* his mother, is intitled to the ſum of forty pounds, as charged and payable to him the ſaid *H. S.* his executors and aſſigns, immediately after the death of the ſaid *M.* his mother, upon and out of a certain copyhold eſtate of inheritance, ſituate in or near Y. aforeſaid, and held of the Lord of the manor thereof, and which ſum is ſecured to be paid to the ſaid *H. S.* by *W. S.* of ——— his executors, adminiſtrators or aſſigns, by virtue of a certain deed or inſtrument by him duly made and executed on his purchaſe of the reverſion of the ſaid copyhold eſtate or premiſes after the death of the ſurvivor of them the ſaid *W. S.* and *M.* his wife, and which deed or inſtrument is now lodged or regiſtered in the Hundred Court of C. in the ſaid county of S. **Now know ye, and theſe Preſents witneſs**, that for and in conſideration of the ſum of twenty-five pounds of, &c. to the ſaid *H. S.* in hand well and truly paid by *H. S.* of, &c. (brother of the ſaid *H. S.*) at or before the executing hereof) in full for the abſolute purchaſe of all his the ſaid *H. S.*'s right and intereſt of, in and to the ſaid ſum of forty pounds, ſo payable to him as aforeſaid,) the receipt, &c. and in conſideration of the natural love and affection which he the ſaid *H. S.* hath for and beareth to his ſaid brother, and for divers other good and valuable conſiderations him thereunto eſpecially moving, he the ſaid *H. S.* **Hath**, and by theſe preſents **Doth** freely, clearly and abſolutely give, grant, bargain, ſell, aſſign, remiſe, releaſe, confirm and quit-claim unto the ſaid *H. S.* *As* well the before mentioned ſum of forty pounds, ſo charged on the ſaid copyhold eſtate and premiſes, and payable to him the ſaid *H. S.* his heirs and aſſigns, immediately after the death of the ſaid *M.* his mother, by the ſaid *W. S.* his heirs, executors or aſſigns, in manner as aforeſaid; as alſo all and every other ſum and ſums of money which ſhall become due or payable to him the ſaid *H. S.* by force or virtue of the aforeſaid deed or inſtrument; and all the right, intereſt, benefit, advantage, property, claim and demand whatſoever or howſoever of him the ſaid *H. S.* or of any other perſon in truſt for him, of, in, to or out of the ſaid hereby granted and aſſigned monies and premiſes, by virtue of the ſaid deed or inſtrument, or otherwiſe howſoever; **To have**, hold, receive, take and enjoy the ſaid hereby recited and aſſigned monies and premiſes, unto and to and for the only proper uſe and behoof of the ſaid *H. S.* his executors, adminiſtrators and aſſigns, from henceforth, as and for his and their own proper monies for evermore: **And** for the better and more effectual enabling him the ſaid *H. S.* his executors, adminiſtrators and aſſigns, &c. *(Letter of Attorney.)* **In witneſs**, &c.

Aſſignment.

Habendum.

*(Wood.)*

*An Aſſignment by the Executors of a Debtor, his Perſonal Eſtate to Judgment-Creditors, upon Truſt (after Expences, &c.) to pay the Coſts of the Executors defending Suits (unleſs on Judgment, &c.) the Reſidue to go amongſt the ſaid Creditors, who are to make Allowances to the Widow for her future Support and Maintenance.*

**This Indenture Tripartite**, &c. **Between** *Mary Bing*, of, &c. widow and relict of her late huſband *John Bing*, &c. and *John Hayes* of, &c. (executors of the laſt will and teſtament of the ſaid *John Bing* deceaſed) of the firſt part, *Aaron Cook* of, &c. and *Thomas Manning* of, &c. of the ſecond part, and *A. Bird* of, &c. and *John Warner* of, &c. and *John Day* of, &c. of the third part. **Whereas** *A. B.* hath in this preſent ——— term in his Majeſty's Court of ——— at Weſtminſter, recovered againſt the ſaid *M. B.* and *J. L.* as executors aforeſaid, the ſum of four hundred pounds debt on a certain bond entered into by the ſaid deceaſed in his life-time to the ſaid *T. M.* dated, &c. for the penal ſum of four hundred pounds, and thereupon judgment is alſo obtained and entered up in the ſaid Court againſt the ſaid executors for the ſaid four hundred pounds, beſides coſts of ſuit, to be levied of the ſaid goods and chattels of the ſaid deceaſed as aforeſaid: **And whereas** the ſaid *A. C.* hath likewiſe in this preſent

Recital of judgments recovered on bonds.

preſent —— term in his Majeſty's Court of, &c. recovered againſt the ſaid *M. B.* and *J. L.* as executors as aforeſaid, the ſum of four hundred pounds debt on a certain bond bearing date, &c. entered into by the ſaid *J. B.* deceaſed, in his life-time to the ſaid *A. C.* in the like penal ſum of four hundred pounds, and thereupon judgment is likewiſe obtained and entered up in the ſaid Court againſt the ſaid executors for the ſaid four hundred pounds debt, (beſides coſts of ſuit) to be levied as aforeſaid: **And whereas** *J. W.* of London, Gentleman, hath alſo in this preſent ——— term, in his Majeſty's ſaid Court of, &c. recovered againſt the ſaid *M. B.* and *J. L.* as executors, as aforeſaid, the ſum of two hundred pounds debt on a certain other bond, entered into by the ſaid deceaſed in his life-time, bearing date, &c. to the ſaid *J. W.* in the like penal ſum of two hundred pounds, and thereupon judgment is obtained and entered up into the ſaid Court againſt the ſaid executors for the ſaid two hundred pounds debt, beſides coſts of ſuit to be levied as aforeſaid: **And whereas** there is now due, for principal and intereſt on the ſaid ſeveral bonds for which ſuch ſeveral judgments are, as aforeſaid, had and recovered, to the ſaid ſeveral creditors the ſeveral ſums reſpectively as follows, (that is to ſay) Unto the ſaid *A. B.* the ſum of one hundred and twenty-four pounds eleven ſhillings and ſix-pence, unto the ſaid *T. M.* the ſum of two hundred and fifty pounds ſix ſhillings, and for coſts one hundred ſhillings, unto the ſaid *A. C.* the ſum of two hundred and forty-nine pounds two ſhillings, and for coſts one hundred ſhillings, unto the ſaid *J. W.* the ſum of one hundred and twenty-four pounds five ſhillings, and for coſts eighty ſhillings, and unto the ſaid *J. T.* the ſum of one hundred and twenty-five pounds five ſhillings, and for coſts eighty ſhillings. **And whereas** the ſaid *M. B.* and *J. L.* by and with the direction, conſent and approbation of the ſaid *N. B. T. W.* and *J. T.* for the better ſecuring the re-payment of the ſaid ſeveral ſums of money due to them reſpectively on the ſaid ſeveral judgments ſo recovered by them as aforeſaid, *Have* conſented and agreed to aſſign and transfer unto the ſaid *A. C.* and *T. M.* all their right and title as executors aforeſaid, of and in all the perſonal eſtate and effects whatſoever of the ſaid *J. B.* deceaſed, to and for the uſes, intents and purpoſes herein after mentioned: **And whereas** they the ſaid *A. C. T. M.* and *A. B. J. W.* and *J. T.* towards the future ſupport and maintenance of the ſaid *M. B.* and her family, have agreed, and promiſe to give and allow unto the ſaid *M. B.* her executors, adminiſtrators or aſſigns, not only the rate or ſum of ten pounds by the one hundred pounds, and ſo in proportion for any leſſer ſums of all ſuch monies which they ſhall by virtue of theſe preſents reſpectively from time to time receive in diſcharge of their reſpective debts; ſo that at leaſt ſhe the ſaid *M. B.* ſhall have and receive one hundred pounds, which they the ſaid creditors do agree to account for and deduct out of their own reſpective debts, but alſo the houſhold goods and furniture of the ſaid deceaſed, which by appraiſement appear to amount to twenty-one pounds fifteen ſhillings and nine-pence, and which ſaid creditors do likewiſe agree to account and deduct out of their reſpective debts proportionably: **Now this Indenture witneſſeth,** That for better ſecuring the payment of the ſaid ſeveral ſums now due and owing out of the eſtate and effects of the ſaid *J. B.* deceaſed, to them the ſaid *A. B. T. M. A. C. J. W.* and *J. T.* ſeverally as aforeſaid, and in purſuance of the ſaid agreement, and for and in conſideration of the ſum of five ſhillings of, &c. to the ſaid *M. B.* and *J. L.* by them the ſaid *A. C.* and *T. M.* in hand, &c. at &c. the receipt, &c. as alſo for divers other, &c. they the ſaid *M. B.* and *J. L.* **have,** and each of them **hath** granted, &c. and by, &c. do, and each of them doth grant, &c. as far as they lawfully may, **All** and ſingular ſuch goods, wares and merchandizes, debt and debts, ſum and ſums of money, which are or ſhall be any ways due and owing, payable or belonging unto them the ſaid *M. B.* and *J. L.* as executors of the laſt will and teſtament of the ſaid *J. B.* deceaſed, and all other the perſonal eſtate and effects of the ſaid *J. B.* deceaſed, of what nature or kind ſoever and whereſoever, either in Great Britain, or in any other parts of Europe, Aſia, Africa and America, and where the ſame ſhall or may be had or found, and alſo all the right, title, intereſt, property, claim and demand of them the ſaid *M. B.* and *J. L.* or either of them, of, in, to and out of the ſame, and every part thereof, either by virtue of the ſaid laſt will and teſtament of the ſaid *J. B.* deceaſed, and the adminiſtration to his ſaid executors granted of all and ſingular the goods, chattels, rights and credits of the ſaid deceaſed, or otherwiſe howſoever; **To have and to hold** the ſaid goods, wares and merchandizes, debt and debts, ſum and ſums of money, perſonal eſtate and effects of him the ſaid *J. B.* deceaſed, and all and ſingular other the premiſes hereby bargained and aſſigned unto the ſaid *A. C.* and *T. M.* and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, of and as their own proper goods and chattels, and to their own proper uſe and benefit for ever; **In Truſt nevertheleſs,** and this preſent indenture of aſſignment is hereby declared and agreed to be ſo made upon the ſpecial truſt and confidence, and for the uſes, intents and purpoſes herein after mentioned; that is to ſay, that they the ſaid *A. C.* and *T. M.* and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall and will, out of the neat produce of the effects and eſtate of the ſaid *J. B.* deceaſed, which from time to time ſhall come to their or either of their hands, cuſtody or power, by virtue of theſe preſents, and the ſeveral judgments obtained by the ſaid creditors reſpectively, or in purſuance of ſuch authority given to them by the ſaid *M. B.* and *J. L.* or otherwiſe, after allowance for all reaſonable coſts, expences and diſburſements in and about obtaining the ſaid recited judgments, and the execution of the truſts hereby in them repoſed, in the firſt place, pay all ſuch coſts and charges, which they the ſaid *M. B.* and *J. L.* or either of them, ſhall bear or be put to, and in the legal defence of any ſuit or ſuits, either at law or in equity, which have been or ſhall be brought againſt them as executors of the laſt will and teſtament of the ſaid *J. B.* deceaſed, or any perſon or perſons whomſoever, for or in reſpect of any debt, duty, claim or demand due or owing to any of them, by, from, or out of the eſtate and effects of the ſaid deceaſed; **And** in the next place, by and with the reſidue of the neat produce of the eſtate and effects of the ſaid deceaſed, as the ſame ſhall from time to time come to the hands, cuſtody or power of the ſaid *A. C.* and *T. M.* pay, diſtribute and divide the ſame unto and amongſt as well them the ſaid *A. C.* and *T. M.* their executors, adminiſtrators and aſſigns; as the ſaid *A. B. J. N.* and *J. T.* their executors, adminiſtrators and aſſigns reſpectively, in proportion to their reſpective debts due to them as aforeſaid, and in diſcharge of their ſaid debts, as their reſpective proportions amount to from time to time, until the ſeveral ſums of money ſo due on the ſeveral judgments had and recovered by them as aforeſaid, and all intereſt thereof to grow due for the ſame, ſhall be fully paid and ſatisfied; **They,** each and every of them reſpectively and proportionably giving and allowing thereout unto the ſaid *M. B.* her executors, adminiſtrators and aſſigns, ſuch rate and monies for the ſupport, as before and hereafter mentioned; and the overplus, if any be, of ſuch neat produce of the effects and eſtate of the ſaid deceaſed, which ſhall, as aforeſaid, come to their or either of their hands, cuſtody or power, ſhall and will pay and deliver unto the ſaid *M. B.* and *J. L.*

What is now due on the bonds and judgments.

The executors agree to aſſign teſtator's perſonal eſtate.

The creditors agree to allow the widow 10l. in the 100l. and houſhold goods.

Conſideration.

Aſſignment.

Upon truſt,

after expences, to pay coſts of the executors defending ſuits.

Reſidue amongſt the ſaid creditors.

Allowance to the widow.

Surplus.

*J. L.* their executors or adminiſtrators, as aſſets of the ſaid *J. B.* deceaſed, and ſubject to the adminiſtration of the effects and eſtate of the ſaid deceaſed, and to and for no other uſe, truſt, intent or purpoſe whatſoever. And for the enabling of them the ſaid *A. C.* and *T. M.* to have and receive the full benefit, intent and advantage of this preſent aſſignment, upon the truſts aforeſaid, they the ſaid *M. B.* and *J. L.* have, and each of them hath made, *&c.* and by, *&c.* and the ſaid *A. C.* and *T. M.* and the ſurvivor, *&c.* their true, *&c.* for them and each of them, and their and each of their names, but for the uſes, intents and purpoſes herein before mentioned and declared, to aſk, *&c.* of and from all and every perſon and perſons, bodies corporate or politic whatſoever, whom it doth, ſhall or may concern, all and ſingular ſuch ſum and ſums of money, goods, wares, merchandizes and effects whatſoever, which are or ſhall be any ways due, owing, payable or belonging unto them the ſaid *M. B.* and *J. L.* as executors of the laſt will and teſtament of the ſaid *J. B.* deceaſed, be the ſame of what kind or nature ſoever or whereſoever, either in Great Britain, or any other parts of Europe, Aſia, Africa and America, or where elſe the ſame ſhall or may he had or found, and upon non-payment or non-delivery thereof, or any part thereof, to bring or proſecute any action or ſuit at law or in equity whatſoever touching the premiſes, in ſuch manner as they the ſaid *A. C.* and *T. M.* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor ſhall think fit, and to make and give acquittances and diſcharges, and to compound the ſame, and generally to do and perform all ſuch further acts, matters and things whatſoever, which ſhall be needful or requiſite in and about the premiſes for the better executing the truſts hereby repoſed in them, as fully and effectually to all intents and purpoſes as if they the ſaid *M. B.* and *J. L.* or either of them, their or either of their executors, adminiſtrators or aſſigns, or either of them, could or might do if perſonally preſent. Letter of Attorney

And the ſaid *A. C.* and *T. M.* for themſelves, *&c.* do covenant, *&c.* to and with the ſaid *M. B.* and *J. L.* their, *&c.* in manner following, (that is to ſay) that they the ſaid *A. C.* and *T. M.* and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, or ſome of them, ſhall and will not only well and truly perform and execute the truſts hereby in them repoſed, according to the true intent and meaning of theſe preſents, but alſo do and ſhall, as often as they, or either of them, ſhall be thereunto required by the ſaid *M. B.* and *J. L.* or either of them, their or either of their executors, adminiſtrators or aſſigns, within the ſpace of ſeven years now next enſuing, make out, ſettle with and deliver unto the ſaid *M. B.* and *J. L.* their executors, adminiſtrators or aſſigns, a fair and juſt account of all ſuch monies, goods and effects as ſhall come to the hands, cuſtody or power of them the ſaid *A. C.* and *T. M.* their executors, adminiſtrators or aſſigns, by virtue of ſuch authority given to them as aforeſaid, or otherwiſe, and of the application thereof, according to the true intent and meaning of theſe preſents: And they the ſaid *A. B. A. C. T. M. J. N.* and *N. D.* do for themſelves ſeverally, and for their ſeveral and reſpective executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *M. B.* her executors, adminiſtrators and aſſigns, by theſe preſents, in manner following, that is to ſay, that each of them the ſaid *A. B. A. C. T. M.* and *J. N.* and *J. D.* their executors, *&c.* reſpectively, ſhall and will from time to time, and at all times as often as they or any of them ſhall receive any monies or effects of the ſaid *J. B.* deceaſed, in purſuance of theſe preſents, or otherwiſe, pay, give and allow unto the ſaid *M. B.* her executors, adminiſtrators and aſſigns, the ſaid rate or ſum of ten pounds by the one hundred pounds, and ſo in proportion after the ſame rate for any leſſer ſum, of all ſuch monies, goods and effects, which they, or any of them, ſhall ſo have or receive in part of or in diſcharge or ſatisfaction of their reſpective debts, for which ſuch judgments are had as aforeſaid; and in caſe the ſaid rate or ſum of ten pounds by the one hundred pounds, do not in the whole amount to the ſum of one hundred pounds, that then each of them the ſaid *A. B. A. C. T. M. J. M.* and *J. T.* ſhall and will reſpectively, in proportion to the monies they ſhall reſpectively receive as aforeſaid, give and allow unto the ſaid *M. B.* her executors, adminiſtrators or aſſigns, all ſuch further ſums of money as together with the ſaid rate or ſum of ten pounds by the one hundred pounds, will amount in the whole to the ſum of one hundred pounds at leaſt, the ſame being hereby intended abſolutely to be given and paid unto the ſaid *M. B.* her executors, adminiſtrators and aſſigns, for her and their own proper uſe and benefit; and that it ſhall and may be lawful to and for the ſaid truſtees, or the ſurvivor of them, his executors or adminiſtrators, to pay the ſame out of the neat produce of the effects of the ſaid *M. B.* deceaſed, which ſhall come to their hands by virtue of theſe preſents accordingly; And alſo that they the ſaid *A. B. A. C. T. M. J. N.* and *J. T.* their executors, adminiſtrators and aſſigns, and every of them, do and ſhall, in caſe the overplus of the neat produce of the eſtate and effects of the ſaid deceaſed, be not ſufficient, well and truly bear, pay and allow, in proportion to ſuch monies, goods or effects of the ſaid deceaſed, which they ſhall reſpectively receive in diſcharge of ſo much of their debts as aforeſaid, all ſuch reaſonable coſts, charges and expences which they the ſaid *M. B.* and *J. L.* their executors or adminiſtrators, or any of them, ſhall or may bear, pay or ſuſtain in defending any ſuit or ſuits in law or equity which have been or ſhall be hereafter brought or had by any perſon or perſons whomſoever againſt them the ſaid *M. B.* and *J. L.* or either of them, their or either of their executors or adminiſtrators, for or in reſpect of any debt, duty, claim or demand whatſoever, due from or out of the eſtate and effects of the ſaid deceaſed, or howſoever elſe the ſame may relate to the due execution of the ſaid deceaſed's laſt will and teſtament, or otherwiſe do and ſhall well and ſufficiently indemnify, ſave and keep harmleſs the ſaid *M. B.* and *J. L.* their executors, adminiſtrators, goods and chattels, lands or tenements, and every of them, in all reſpects relating thereto. And the ſaid *M. B.* and *J. L.* for themſelves, *&c.* do covenant, *&c.* to and with the ſaid *A. C.* and *T. M.* and each of them, their, *&c.* by, *&c.* in manner following, *viz.* That they the ſaid *M. B.* and *J. L.* or either of them, their or either of their executors or adminiſtrators, ſhall not nor will at any time hereafter revoke, alter or prejudice the authority hereby given to them the ſaid *A. C.* and *T. M.* as aforeſaid, but that the ſame ſhall remain irrevocable and in full force for the intents and purpoſes herein compriſed and ſet forth; nor do, commit or ſuffer, or cauſe to be committed or ſuffered, any act, matter or thing whereby to hurt or incumber the ſame in any manner or wiſe howſoever; But do and ſhall from time to time, and at all times hereafter, at the requeſt, coſts and charges of them the ſaid *A. C.* and *T. M.* and their executors, adminiſtrators or aſſigns, or any of them, make, do and ſuffer, or cauſe to be made, done and ſuffered, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deviſe and deviſes in the law whatſoever, for the further and better confirming the authority hereby given to them, as by their or any of their counſel, *&c.* Provided always, and it is hereby agreed by and between the parties to theſe preſents, that nothing herein contained ſhall extend, or be conſtrued to extend, to indemnify the ſaid *M. B.* and *J. L.* or their eſtate, againſt any coſts, charges, expences or damages which the ſaid *M. B.* and *J. L.* have paid or ſuſtained, or ſhall or may bear, pay or ſuſtain on account of any judgment, ſtatute or recognizance recovered

The creditors covenant to perform the truſts,

and account when required, with the executors,

and make the allowances to the widow;

and that if effects be not ſufficient, will pay the coſts of the executors defending any ſuits, and indemnify them therefrom.

The executors covenant not to revoke any authority hereby given, &c.

but ſhall execute any further act, &c.

Nothing herein ſhall extend to indemnify the ſaid executors from the

coſts, &c. of judgments, ſtatutes or recognizances againſt the teſtator;

vered againſt or acknowledged by the ſaid *J. B.* in his life-time, or on account of any action or ſuit, either at law or in equity, brought or to be brought againſt them touching the ſaid *J. B.*'s eſtate or effects, unleſs they ſhall employ ſuch attorney or ſolicitor as they the ſaid *A. B. A. C. T. M. J. N.* and *J. T.* or the major part of them, and the ſurvivors of them, ſhall from time to time nominate and appoint, and give immediate notice of all proceſs or proceeding which ſhall or may be delivered to or left for them; and forthwith deliver to ſuch attorney or ſolicitor all ſuch proceedings or notices, and unleſs they ſhall plead and make ſuch defence as ſuch attorney or ſolicitor ſhall from time to time adviſe or think proper. **Provided alſo, and it is hereby declared** to be the true intent and meaning of theſe preſents, that nothing herein compriſed ſhall be conſtrued to prevent any claim or demand of them the ſaid *A. B. A. C. T. M. J. N.* and *J. T.* or any of them, their or any of their executors, adminiſtrators or aſſigns, againſt the ſaid *J. L.* his executors or adminiſtrators, for or in reſpect of his being bound with the ſaid *J. B.* deceaſed, in the ſeveral bonds mentioned in the above recited judgments, in caſe the effects of the ſaid deceaſed ſhall prove deficient to ſatisfy the ſame. **Provided laſtly, and it is hereby declared** by all the parties hereto, that each of the ſaid truſtees ſhall be only anſwerable for his own acts in the execution of the truſts herein repoſed, and not for the acts of the other, and ſhall be only accountable for the goods and effects of the ſaid deceaſed which he ſhall receive only, and not for the receipts of the other. **In Witneſs**, &c.

nor prevent any claim of the creditors againſt J. L. one of the executors, in caſe of deficiency.

Truſtees not anſwerable for each other.

*(Banks.)*

*An Aſſignment by Indorſement of a Term to attend the Inheritance, by an Adminiſtratrix of a ſurviving Truſtee, by the Direction and Appointment of the Vendor, to* G. H. *Earl of* L. *in Truſt for* H. *Lord T.* & al.

F. G. poſſeſſed of term by ſurvivorſhip.

Letters of adminiſtration.

Conſideration.

Aſſignment.

Premiſes.

Habendum.

Truſt.

**To all to whom** theſe preſents ſhall come, the within named *J.* Lord W. and *A. G.* Widow, relict and adminiſtratrix of the within named *F. G. ſend greeting:* **Whereas** the within named *T. T.* is dead, whereby the within named *F. G.* became ſole poſſeſſed of the within mentioned term of one thouſand years by ſurvivorſhip; **And whereas** the ſaid *F. G.* is ſince alſo dead inteſtate, and the ſaid *A. G.* has taken adminiſtration to him out of the Prerogative Court of Canterbury, whereby, and by means whereof the within mentioned manors, lands, tenements, and hereditaments are legally veſted in the ſaid *A. G.* for the reſidue of the ſaid term of one thouſand years within mentioned: **Now know ye**, that the ſaid *A. G.* in conſideration of the ſum of ten ſhillings to her in hand paid by the Right Honourable *G. H.* Earl of L. the receipt whereof is hereby acknowledged, and for divers other good cauſes and conſiderations, ſhe the ſaid *A. G.* hereunto moving, **She** the ſaid *A. G.* (at the requeſt, and by the direction of the ſaid *J.* Lord W. teſtified by his being party to, and ſigning and ſealing theſe preſents) **hath** aſſigned, ſet over and transferred, and by theſe preſents **doth** aſſign, ſet over, and transfer unto the ſaid *G. H.* Earl of L. his executors, adminiſtrators and aſſigns, **All and ſingular** the within mentioned manors, lands, meſſuages, tenements and hereditaments, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes, **And all** the eſtate, right, title, intereſt, term and terms for years, property, claim, and demand of her the ſaid *A. G.* of, in and to the ſame, **To have and to hold** the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes, with their and every of their appurtenances, unto the ſaid *G. H.* Earl of L. his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the ſaid term of one thouſand years now to come and unexpired, without impeachment of waſte, **Upon truſt** for the Right Honourable *H.* Lord T. and *H. C.* of, *&c.* to whom the inheritance of the manors, lands, tenements and hereditaments in the within written indenture compriſed, are conveyed, or intended to be conveyed, by indentures of leaſe and releaſe; the releaſe bearing date the day next before the date of theſe preſents; and the releaſe being tripartite, bearing equal date herewith, and made or mentioned to be made between the ſaid *J.* Lord W. of the firſt part, the Right Honourable *G. H.* Earl of L. the ſaid *H.* Lord *T.* the ſaid *H. C.* and *J. H.* of, *&c.* of the ſecond part, and *F. C.* of, *&c.* of the third part. **In witneſs**, &c.

*(Pigott.)*

*Aſſignment of a Demiſe made to Truſtees in Truſt, to raiſe a Daughter's Portion.*

Recital of indenture of demiſe.

Premiſes.

Habendum to the truſtees for five hundred years.

**This Indenture** made, *&c.* **Between** *J. L.* of, *&c.* Gentleman, and *S.* his wife, *D. B.* of, *&c.* and *J. M.* of, *&c.* of the one part, and *B. B.* of, *&c.* and *R. B.* of, *&c.* of the other part. **Whereas** by indenture bearing date, *&c.* made between *T. B.* of, *&c.* grocer, (ſince deceaſed) on the one part, and the ſaid *D. B.* and *J. M.* on the other part, for ſecuring the payment of, *&c.* the proper money of the ſaid *S.* now the wife of the ſaid *J. L.* who was then ſole, and is therein mentioned by the name of *S. W.* daughter of *S. B.* then wife of the ſaid *T. B.* by her former huſband *T. W.* late citizen and clothworker of London, deceaſed, unto her the ſaid *S. W.* at ſuch a time as is herein after mentioned, and for other conſiderations therein expreſſed, the ſaid *T. B.* did grant, bargain, ſell, demiſe and to farm let unto the ſaid *D. B.* and *J. M.* **All thoſe** three meſſuages, tenements or rentaries then or then late in the occupation of *R. G.* widow, *T. L.* and *E. G.* or their or ſome or one of their aſſignees or aſſigns, ſituate, *&c.* together with all and ſingular the yards, gardens, ways, paſſages, waters, watercourſes and appurtenances to the ſame meſſuages, and every or any of them belonging or appertaining, or then, or at any time thentofore, with them or any of them, uſed, letten, occupied or enjoyed, and the reverſion and reverſions, remainder and remainders, of all and ſingular the premiſes, and all the rents, iſſues and yearly profits ariſing, iſſuing or growing due or payable out of the premiſes, or any of them, by force of any demiſe or grant, or demiſes or grants made of the premiſes, or any of them, or otherwiſe howſoever; **To hold** unto the ſaid *D. B.* and *J. M.* their executors, adminiſtrators and aſſigns, from the day of the date of the ſame indenture, for the term of five hundred years, under the yearly rent of

of a pepper-corn, and under a proviſo or condition, to be void in caſe the ſaid *T. B.* his heirs, executors, adminiſtrators or aſſigns, did and ſhould well and truly pay, or cauſe to be paid unto the ſaid *D. B.* and *J. M.* their executors, adminiſtrators or aſſigns, to and for the uſe and behoof of the ſaid *S. W.* the ſum of, *&c.* of lawful, *&c.* either within ten days next after the ſaid *S. W.* ſhould attain to the age of twenty-one years, or within ten days next after the day of her marriage, which of the ſaid times or caſes ſhould firſt and then next happen; as in and by the ſaid recited indenture, relation being thereunto had, may more fully and at large appear: **And whereas** the ſaid *S. W.* did in or about, *&c.* lawfully intermarry with the ſaid *S. L.* and did alſo on, *&c.* attain unto the full age of twenty-one years, but as yet no part of the ſaid, *&c.* has been paid to the ſaid *S.* or to the ſaid *D. B.* and *J. M.* or either of them, to or for the uſe of the ſaid *S.* whereby the ſaid recited indenture, and the grant and eſtate thereby made, is become abſolute in the law: **Now this indenture witneſſeth**, that for and in conſideration of the ſum of *&c.* by the direction of the ſaid *J. L.* and *S.* his wife, teſtified by their being made parties hereunto, and their ſigning and ſealing hereof, unto the ſaid *D. B.* and *J. M.* to and for the uſe and behoof of the ſaid *S.* by the ſaid *B. B.* at or before the ſealing and delivery of theſe preſents, well and truly paid; **And alſo** in conſideration of five ſhillings of like money, to the ſaid *D. B.* and *J. M.* by the above named *R. B.* at or before the ſealing and delivery thereof, well and truly paid, the receipts of which ſaid ſums of, *&c.* and five ſhillings, they the ſaid *D. B.* and *J. M.* do hereby acknowledge, and thereof and therefrom they the ſaid *D. B.* and *J. M.* and alſo the ſaid *J. L.* and *S.* his wife, do hereby ſeverally and reſpectively acquit, releaſe and diſcharge the ſaid *B. B.* and *R. B.* their heirs, executors and adminiſtrators, and every of them for ever, by theſe preſents, they the ſaid *D. B.* and *J. M.* by and with the conſent, direction, and appointment of the ſaid *J. L.* and *S.* his wife, teſtified as aforeſaid, **have**, and each of them hath bargained, ſold, aſſigned and ſet over, and by theſe preſents do, and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid *R. B.* at the deſire and nomination of the ſaid *T. B.* teſtified by his being made a party hereunto, and his ſigning and ſealing hereof, as well the ſaid recited indenture of bargain, ſale and demiſe, and the ſaid three meſſuages, tenements or rentaries, and all and ſingular other the premiſes by the ſaid indenture bargained, ſold and demiſed, or meant, mentioned or intended ſo to be, with their and every of their rights, members and appurtenances; **As alſo** all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, claim and demand whatſoever of them the ſaid *D. B.* and *J. N.* or either of them, of, in, to or out of the ſame premiſes, or any part or parcel thereof, in any wiſe howſoever; **To have and to hold** the ſaid recited indenture, and the ſaid meſſuages, tenements or rentaries, and all and ſingular other the premiſes herein before mentioned or intended to be hereby bargained, ſold or aſſigned, with their and every of their rights, members and appurtenances, unto the ſaid *R. B.* his executors, adminiſtrators and aſſigns, from thenceforth for and during all the reſt and reſidue of the ſaid term of five hundred years, by the ſaid recited indenture granted, yet to come and unexpired; **In truſt nevertheleſs** to and for the uſe and behoof of the ſaid *B. B.* his executors, adminiſtrators and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever. **And** the ſaid *D. B.* and *J. M.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not the one for the other, or for the act or deed of the other, do hereby covenant, promiſe and agree to and with the ſaid *R. B.* his executors, adminiſtrators and aſſigns, that they the ſaid *D. B.* and *J. M.* or either of them, have not, nor hath made or done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by reaſon or means whereof the premiſes hereby aſſigned, or intended to be aſſigned, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **In witneſs**, &c.

Proviſo to be void on payment of a ſum of money to a daughter ten days after her day of marriage or age of twenty-one years,

both which days being paſt, and the money not paid, the eſtate became abſolute.

Covenant of aſſignment of all the premiſes.

The conſideration.

The premiſes.

Habendum, to the aſſignee for the remainder of the term.

Declaration of the truſts.

Covenant that the premiſes are free from incumbrances.

*Aſſignment of a Term to raiſe Portions,* &c. *(which were charged by a Settlement and Will of the Anceſtor, and have been all paid off) to Truſtees for the Benefit of the Daughters, there not having been a Son,* &c.

**This Indenture tripartite**, made the fifteenth day of May, in the eighteenth year, *&c.* and in the year of our Lord 1779, **Between** *Aaron Arne* of, *&c.* Eſquire, and Dame *Bethia Briggs* of, *&c.* widow, (the ſurviving acting truſtees and executors of Sir *Charles Briggs*, late of, *&c.* Baronet, deceaſed, late huſband of the ſaid Dame *Bethia Briggs*,) of the firſt part, *Dorothy Dunn*, wife of *Edward Dunn*, junior, of, *&c.* Eſquire, the Reverend *Francis Ferne*, Doctor in Divinity, *&c.* (truſtee for and on behalf of the ſaid *Dorothy Dunn*, *George Gregg*, of, *&c.* Eſquire, and *Hannah* his wife,) Sir *John Jones* of, *&c.* Baronet, and Dame *Leonora* his wife, and *Martha Briggs* of, *&c.* ſpinſter, (which ſaid *Dorothy Dunn*, *Hannah* wife of the ſaid *George Gregg*, Dame *Leonora* wife of the ſaid Sir *John Jones*, and *Martha Briggs*, are the four daughters and coheirs of the ſaid Sir *Charles Briggs*) of the ſecond part, and *Nathaniel Nunn* of, *&c.* Eſquire, and *Oliver Orton* of, *&c.* Eſquire, of the third part. **Whereas** in and by certain indentures of leaſe and releaſe, bearing date reſpectively on or about the fifteenth and ſixteenth days of May, which was in the year of our Lord 1765, and made or mentioned to be made between the ſaid Sir *Charles Briggs* of the one part, and *Peter Arne* then of, *&c.* Eſquire, deceaſed, the ſaid *Aaron Arne* party hereunto, by the name of *Aaron Arne*, ſon and heir of the ſaid *Peter Arne*, Sir *Paul Quin* of, *&c.* Baronet, *Robert Rolt* the younger of, *&c.* Eſquire, *Samuel Sams* then of, *&c.* Eſquire, (ſince alſo deceaſed) *Thomas Tite*, then of, *&c.* Clerk, (ſince alſo deceaſed) the ſaid Dame *Bethia Briggs* then wife, and now the widow and relict of the ſaid Sir *Charles Briggs*, of the other part, **For** the conſideration therein mentioned, the ſaid Sir *Charles Briggs* **Did** grant, bargain, ſell, releaſe and confirm unto the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and their heirs, **All that** barton and farm called, or commonly known by the name of Venge, then in the poſſeſſion of *Valentine Ven*, his aſſigns or under-tenants; **And alſo** all that, *&c.* **And alſo** all that annuity or yearly rent-charge of four ſhillings yearly iſſuing out of the tenement called Caton in Amford; **All that** meſſuage and tenement in Amford aforeſaid, called or commonly known by the name of Deton, then or then late in the poſſeſſion of *Daniel Ducy*; **And alſo** all thoſe the rectories and tithes of Yarley and Gonly in the county of Hants; **And alſo** all thoſe the meſſuages, lands, tenements, cottages and hereditaments whatſoever of him the ſaid Sir *Charles Briggs*, ſituate, lying and being in the county of Hants, whereof or wherein the ſaid Sir *Charles Briggs* was then poſſeſſed of any eſtate of inheritance in fee-ſimple; **And** the reverſion and

Indentures of leaſe and releaſe recited,

whereby manors, &c. were conveyed in fee to truſtees.

Habendum to the uſe of the grantor for life ſans waſte; remainder to the uſe of truſtees for a long term to uſes after declared, remainder to the heirs male of the body of grantor; remainder to his daughters; remainder to his right heirs. The truſt of the term, to raiſe portions for his ſecond, third, and fourth daughters.

reverſions, remainder and remainders, rents and ſervices of the ſame; **To hold** unto the ſaid *Peter Arne* deceaſed, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and their heirs for ever, *to the uſe* of the ſaid Sir *Charles Briggs* for the term of his natural life without impeachment of waſte, **And** from and immediately after his deceaſe, *to the uſe* of the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, for the term of three hundred years then next and immediately following fully to be compleat and ended, for ſuch truſts, uſes, intents and purpoſes as are therein, and in part herein after expreſſed and declared; with remainder to the heirs male of the body of the ſaid Sir *Charles Briggs*; **And** for default of ſuch iſſue then to the uſe and behoof of the daughters of the ſaid Sir *Charles Briggs* begotten and to be begotten, **And** for default of ſuch iſſue *then to the uſe and behoof* of the right heirs of the ſaid Sir *Charles Briggs* for ever. **In which** ſaid indenture of releaſe the ſaid term of three hundred years is declared to be upon the truſt following; *(that is to ſay,)* that they the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, the truſtees in the ſame indenture named, and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhould by and out of the rents, iſſues and profits of the premiſes, and by leaſing, mortgaging or ſelling of the ſame, or any part thereof, for all or any part of the ſaid term, raiſe and levy the ſum of four thouſand pounds to and for the uſe of the ſaid *Hannah* now wife of the ſaid *George Gregg* (then *Hannah Briggs*, the ſecond daughter of the ſaid Sir *Charles Briggs*) for her portion; and the ſum of four thouſand pounds to and for the uſe of the ſaid Dame *Leonora*, now wife of the ſaid Sir *John Jones* (then *Leonora Briggs*, the third daughter of the ſaid Sir *Charles Briggs*) for her portion, and the ſum of four thouſand pounds to and for the uſe of the ſaid *Martha Briggs*, the fourth daughter of the ſaid Sir *Charles Briggs*, for her portion, to be paid unto them at their reſpective ages of eighteen years, together with ſuch maintenances for them in the mean time, as in the ſame indenture are for that purpoſe mentioned; *And alſo* ſhould and might by the like ways and means as aforeſaid, raiſe, levy and pay ſuch ſum and ſums of money for the reſpective portion and portions, and maintenance of all and every other daughter and daughters which the ſaid Sir *Charles Briggs* ſhould at any time then after happen to have born, as were therein in that behalf mentioned and directed; *And alſo* ſhould and might, by the like ways and means as aforeſaid, raiſe, levy and pay all and every ſuch further ſum and ſums of money to ſuch perſon or perſons, and to and for ſuch uſes, intents and purpoſes as the ſaid Sir *Charles Briggs*, by any deed or writing under his hand and ſeal, to be atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, ſhould direct or appoint; **And** it was in and by the ſaid recited indenture of releaſe (among other things) *Provided* that the ſaid laſt named truſtees, and the ſurvivors or ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhould and might from time to time after the deceaſe of the ſaid Sir *Charles Briggs*, until the inheritance of the premiſes ſhould come into or be veſted in ſome perſon or perſons who ſhould have attained his, her or their age or ages of twenty-one years, make and grant ſuch leaſes of the premiſes, or any part thereof, as are therein in that behalf mentioned, being the like leaſes as are herein after excepted; *And it was thereby further provided*, that the ſame truſtees, and the ſurvivors and ſurvivor of them ſhould, out of the rents, iſſues and profits of the premiſes, pay and diſcharge all the juſt debts of the ſaid Sir *Charles Briggs*; *And it was thereby declared and agreed*, that after performance of the truſts aforeſaid, the ſaid term of three hundred years ſhould wait and attend upon the inheritance of the premiſes: as by the ſaid recited indentures, relation being thereunto reſpectively had, may more at large appear. **And whereas** the ſaid Sir *Charles Briggs* did in and by his laſt will and teſtament in writing, bearing date on or about the twenty-fifth day of May which was in the year of our Lord 1767, (among other things therein contained) give, deviſe and bequeath unto his ſaid daughters, *Hannah* the now wife of the ſaid *George Gregg*, Dame *Leonora* the now wife of the ſaid Sir *John Jones*, and *Martha Briggs*, the ſum of four hundred pounds each, to be raiſed by his ſaid truſtees for them over and above the aforeſaid portions of four thouſand pounds a-piece, and of his ſaid will made and appointed the ſame truſtees, executors in truſt, as by the ſaid in part recited will, relation being thereunto had, may (among other things therein contained) more at large appear. **And whereas** the ſaid Sir *Charles Briggs*, ſoon after the making of his ſaid recited will, departed this life without iſſue male, leaving only his ſaid four daughters, the ſaid *Dorothy Dunn* (his only daughter by his firſt wife) the ſaid *Hannah* wife of the ſaid *George Gregg*, the ſaid Dame *Leonora* wife of the ſaid Sir *John Jones*, and the ſaid *Martha Briggs*, who is yet ſole and unmarried; which ſaid *Hannah*, Dame *Leonora* and *Martha* were his daughters by the ſaid Dame *Bethia Briggs* his ſecond wife, and have all ſome time ſince attained their age of twenty-one years. **And whereas** the ſaid *Samuel Sams*, one of the ſaid truſtees and executors in the ſaid recited indentures and will named, departed this life ſoon after the deceaſe of the ſaid Sir *Charles Briggs*. **And whereas** the ſaid Sir *Paul Quin* and *Robert Rolt*, two other of the ſaid truſtees and executors, having refuſed to act in the ſaid recited truſt, **Did** by indenture bearing date on or about the twelfth day of April in the year of our Lord 1773, (in purſuance and obedience to a decree or decretal order of the High Court of Chancery in the ſame indenture recited or referred to) releaſe unto the ſaid *Peter Arne*, *Aaron Arne*, *Thomas Tite*, and Dame *Bethia Briggs*, **All** their eſtate, right, title, truſt, claim and demand, of, in and to the premiſes, comprized in the ſaid term of three hundred years, upon the truſts in the ſaid firſt recited indenture of releaſe expreſſed and declared. **And whereas** the ſaid *Peter Arne* and *Thomas Tite*, two other of the aforeſaid truſtees and executors, are ſince alſo deceaſed, by reaſon whereof the ſaid recited truſt and executorſhip did wholly come to and veſt in the ſaid *Aaron Arne* and Dame *Bethia Briggs*. **And whereas** part of the ſaid portions ſo provided for the ſaid three younger daughters of the ſaid Sir *Charles Briggs* in and by the ſaid firſt recited indenture of releaſe and will as aforeſaid, **And alſo** all the debts and other legacies of him the ſaid Sir *Charles Briggs* were ſome time ſince fully paid and ſatisfied by his ſaid truſtees and executors, or ſome of them, by and out of the perſonal eſtate of the ſaid Sir *Charles Briggs*, and the rents and profits of the ſaid truſt-eſtate or otherwiſe. **And whereas** by force and virtue of the ſaid firſt recited indentures, and of an act of parliament made and paſſed in the ninth year of his preſent majeſty's reign (intitled an act, *&c.*) **And** in order to the raiſing of monies for payment and ſatisfaction of all the reſt and reſidue of the ſaid portions, legacies and maintenance of the ſaid daughters not paid and ſatisfied by the ways and means laſt abovementioned, **They** the ſaid *Aaron Arne* and Dame *Bethia Briggs*, the ſaid ſurviving acting truſtees and executors, together with *Henry Hill* of, *&c.* Eſquire, and *James Jenks* of, *&c.* Eſquire, (the truſtees for the inheritance in the ſaid act of parliament named) or

Payable at eighteen, and maintenances, and portions for daughters to be born,

and other ſums as he ſhould appoint,

with power to the truſtees to make leaſes (within a particular time),

and to pay his debts,

and then the term to attend the inheritance,

The grantor's will recited, whereby he charged additional portions for his ſaid three daughters, and made his truſtees his executors in truſt, and that he died leaving no ſon, but four daughters, now all of age, and that one truſtee died,

and two (having refuſed to act)

under a decree in Chancery, aſſigned their intereſt in the term;

and two others are deceaſed, ſo that the truſt is veſted in two of the parties hereto, and that part of the portions and all the debts and legacies have been paid.

A private act recited, and that under the ſettlement, and the act, a ſale has been made of the term, and the inheri-

or ſome of them, in purſuance and execution of the truſts in them reſpectively repoſed, have lately ſold and conveyed away *not only* the reſidue of the ſaid term of three hundred years, *but alſo* the reverſion, freehold and inheritance of and in ſuch part and parcels of the ſaid truſt-eſtate and premiſes as are next herein after particularly mentioned and deſcribed; *(that is to ſay,)* **All that** the ſaid barton or farm, commonly called or known by the name of Venge, now or late in the poſſeſſion of the ſaid *Valentine Van*, his aſſigns or under-tenants, **And alſo** all that the ſaid moiety of one meſſuage or tenement, called Yarly in Xenton aforeſaid, now or late in the poſſeſſion of the ſaid *Xerxes Xell*, *&c.* **All which** ſaid bartons, meſſuages, tenements, lands, hereditaments and premiſes laſt herein before particularly mentioned and deſcribed, and ſo ſold and conveyed away as aforeſaid, are part and parcel of the ſaid truſt-eſtate and premiſes comprized in the ſaid firſt recited indentures. **And whereas** by and out of the monies ariſing by ſuch ſale of the ſaid bartons, meſſuages, tenements, lands, hereditaments and premiſes ſo ſold and conveyed away as aforeſaid, and by and out of the rents and profits of the ſaid truſt-eſtate and premiſes or otherwiſe, all the reſt and reſidue of the ſaid portions, legacies and maintenance of the ſaid daughters of the ſaid Sir *Charles Briggs*, (not before paid as aforeſaid) are now fully paid and ſatisfied, ſo that all the truſts of the ſaid term of three hundred years are now fully performed. **And whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe being tripartite, bearing date on or about the twentieth day of January, which was in the year of our Lord 1779, and made or mentioned to be made between the ſaid *Edward Dunn* of the firſt part, the ſaid *Francis Ferne* of the ſecond part, and the ſaid *Dorothy Dunn* of the third part *(reciting* as therein is recited) in purſuance and part of performance of the covenants and agreements, on the part and behalf of the ſaid *Edward Dunn* to be done and performed, contained and mentioned in certain articles of agreement indented, bearing date the ſeventeenth day of the ſame month of January, and made between the ſaid *Edward Dunn* of the one part, and the ſaid *Dorothy Dunn* his wife, and the ſaid *Francis Ferne*, for and on her behalf, of the other part, and for the conſideration in the ſame indentures mentioned, **He** the ſaid *Edward Dunn* **Did** grant, releaſe and confirm unto the ſaid *Francis Ferne* and his heirs, **All and every** the manors, meſſuages, lands, tenements and hereditaments, and parts of manors, meſſuages, lands, tenements and hereditaments, whereof or wherein ſhe the ſaid *Dorothy Dunn*, or any perſon or perſons in truſt for her, was or were ſeiſed of any eſtate of inheritance at the time of her intermarriage with the ſaid *Edward Dunn*, in poſſeſſion, reverſion, remainder or expectancy, **And all** other the lands, tenements and hereditaments, whereof the ſaid *Edward Dunn* was then ſeiſed, or whereunto he was then entitled, by force or virtue of one indenture tripartite, bearing date on or about the ſeventh day of May 1764 therein recited, and the fines and recovery in the ſame indenture recited or mentioned to have been levied or ſuffered, or any of them: **And all** the eſtate, right, title, intereſt, power and powers of leaſing and renewing, and filling up of leaſes, truſt, property, claim and demand whatſoever, both in law and equity, of him the ſaid *Edward Dunn* junior, of, in, to or out of the ſame premiſes, or any of them, or any part or parcel thereof; **To hold** unto, and to the uſe of the ſaid *Francis Ferne*, his heirs and aſſigns, for and during the natural life of the ſaid *Edward Dunn* junior, *in truſt* nevertheleſs to pay and diſpoſe of the rents, iſſues and profits of the premiſes, as the ſame ſhould be received, unto ſuch perſon or perſons, and for ſuch uſes and purpoſes, as ſhe the ſaid *Dorothy Dunn*, notwithſtanding her coverture, by any writing or writings under her hand ſhould from time to time direct or appoint, to the intent that the ſame might not be at the diſpoſal, or ſubject or liable to the controul, debts or engagements of the ſaid *Edward Dunn* her huſband, but only at her own ſole and ſeparate diſpoſal; **And** in default of, and until ſuch direction or appointment, to the proper hands of the ſaid *Dorothy*, or otherwiſe to permit and ſuffer her to receive and take the ſame, whoſe receipt ſhould from time to time be a ſufficient diſcharge to the perſon or perſons who ſhould ſo pay the ſame to her; **And** *upon this further truſt* to convey and diſpoſe of the ſame premiſes unto ſuch perſon or perſons, and in ſuch manner, as ſhe the ſaid *Dorothy Dunn*, by any writing or writings under her hand and ſeal, or by her laſt will and teſtament in writing, or any writing purporting her laſt will and teſtament, ſhould direct or appoint; and in default thereof to her right heirs: **As** by the ſaid laſt recited indentures, relation being thereunto had, may more at large appear. **And whereas** the ſaid barton or farm of Deton in Amford aforeſaid, or ſome other parts and parcels of the ſaid truſt-eſtate and premiſes, are now in jointure to the ſaid Dame *Bethia Briggs* for her life. **And whereas** in regard all the ſaid debts and legacies of the ſaid Sir *Charles Briggs*, and the ſaid portions, and the maintenance provided for his ſaid three younger daughters, are all now paid and ſatisfied as aforeſaid, whereby all the ſaid recited truſts of the ſaid term of three hundred years are now fully performed and diſcharged, the ſaid *Dorothy Dunn* and *Francis Ferne* her truſtee, *George Gregg* and *Hannah* his wife, Sir *John Jones*, and Dame *Leonora* his wife, and *Martha Briggs*, have therefore requeſted the ſaid *Aaron Arne* and Dame *Bethia Briggs* to aſſign and transfer all the reſt and reſidue of the ſaid manors, bartons, farms, lands, tenements, hereditaments and truſt eſtate not ſold and conveyed away for the purpoſes aforeſaid, and the now reſidue of the ſaid term of three hundred years therein unto the ſaid *Nathaniel Nunn* and *Oliver Orton* their executors, adminiſtrators and aſſigns, *upon ſuch truſts*, and in ſuch manner, as are herein after mentioned, to which requeſt they the ſaid *Aaron Arne* and dame *Bethia Briggs* have agreed. **Now this Indenture witneſſeth**, that in conſideration of the premiſes, and in full performance and execution of the truſt repoſed in them the ſaid *Aaron Arne* and Dame *Bethia Briggs*, in relation to the reſidue of the ſaid truſt eſtate, and the now reſidue of the ſaid term of three hundred years therein, and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to them the ſaid *Aaron Arne* and Dame *Bethia Briggs* in hand paid by the ſaid *Nathaniel Nunn* and *Oliver Orton* at or before the enſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) **They** the ſaid *Aaron Arne* and Dame *Bethia Briggs* (at the requeſt, and by the direction, nomination and appointment of the ſaid *Dorothy Dunn* and *Francis Ferne* her truſtee, *George Gregg* and *Hannah* his wife; Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, teſtified by their being parties to, and their ſealing and delivery of theſe preſents) **have**, and each of them **hath** bargained, ſold, aſſigned, transferred and ſet over, **And** by theſe preſents **Do**, and each of them **Doth** bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Nathaniel Nunn* and *Oliver Orton*, their executors, adminiſtrators and aſſigns, **All and every** the ſaid manors, bartons, farms, lands, tenements, hereditaments and premiſes in and by the ſaid firſt recited indenture of releaſe limited, or mentioned to be limited to the ſaid truſtees of the ſaid Sir *Charles Briggs* for the ſaid term of three hundred years upon the truſt aforeſaid, (**Except** and always reſerved out of theſe preſents, and the aſſignment hereby made, or mentioned or intended to be made) **All** and every the ſaid bartons, farms, meſſuages, lands, tenements, hereditaments

tance of part of the truſt eſtates,

whereby the reſt of the portions and maintenances are paid, and all the truſts of the term performed. Indentures of leaſe and releaſe recited.

Parcels,

whereby the huſband of the eldeſt daughter conveyed lands for his own life, in truſt that his wife may diſpoſe of the profits, and for want of ſuch diſpoſal, payment to be made to her, and to convey as ſhe ſhould appoint, in default thereof to her right heirs, and that part of the premiſes is now in jointure to the widow of the firſt grantor, and that all his debts, portions, &c. are paid, and the truſt of the term performed, and the truſtees are requeſted to aſſign it. Conſideration.

Aſſignment by direction,

to truſtees.

Premiſes.

ments and premiſes herein before particularly mentioned and recited to have been ſold and conveyed away for the purpoſes aforeſaid; **And** the reverſion and reverſions, remainder and remainders, arrears of rent and fines, and all other rents, iſſues and profits of the ſaid hereby or mentioned to be hereby aſſigned manors, bartons, farms, meſſuages, lands, tenements, hereditaments and premiſes, and of every of them, and of every part and parcel thereof, (except before excepted) **And all** the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim and demand whatſoever, both in law and equity, of them the ſaid *Aaron Arne* and Dame *Bethia Briggs*, and of each or either of them, of, in, to or out of the ſame manors, bartons, farms, meſſuages, lands, tenements, hereditaments and premiſes, or any of them, or any part or parcel thereof, by force or virtue of the ſaid firſt recited indentures, and laſt will of the ſaid Sir *Charles Briggs*, or any of them, *(except* as herein before excepted;) **To have and to hold** the ſaid manors, bartons, farms, meſſuages, lands, tenements, hereditaments, **And all** and ſingular other the premiſes mentioned, or intended to be hereby aſſigned with their and every of their appurtenances (except before excepted) unto the ſaid *Nathaniel Nunn* and *Oliver Orton*, their executors, adminiſtrators and aſſigns from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of three hundred years therein *(ſubject* to ſuch leaſes of the premiſes, or any part thereof, as are mentioned in the ſchedule hereunto annexed) **Upon ſuch truſts nevertheleſs** as are herein after mentioned and expreſſed of and concerning the ſame premiſes reſpectively; *(that is to ſay)* **As to, for and concerning** the ſaid barton or farm of Deton, with the appurtenances, and all ſuch other parts and parcels of the ſaid hereby or mentioned to be hereby aſſigned premiſes as are now in jointure to the ſaid Dame *Bethia Briggs* as aforeſaid, **In truſt** for, and for the only benefit of her the ſaid Dame *Bethia Briggs* and her aſſigns, for and during ſo much, and ſo long time of the ſaid term of three hundred years therein as ſhe ſhall live; **And as to** the ſame premiſes from and immediately after her deceaſe, and as to all the reſt and reſidue of the ſaid manors, bartons, farms, meſſuages, lands, tenements, hereditaments and premiſes mentioned or intended to be aſſigned, with their appurtenances, from and immediately after the execution of theſe preſents, **Upon ſuch truſts**, and to and for ſuch intents and purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; *(that is to ſay)* **As to, for and concerning** one full fourth part thereof (the whole in four equal parts to be divided) **In truſt** for, and for the only ſole and ſeparate uſe and benefit of the ſaid *Dorothy Dunn*, her heirs and aſſigns, and to be diſpoſed of as ſhe or they ſhall, notwithſtanding her coverture, direct or appoint, by writing under her hand and ſeal, and in the mean time to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame fourth part now in her the ſaid *Dorothy Dunn* and the ſaid *Francis Ferne* her truſtee, or one of them, to the end to protect and preſerve the ſame from all meſne charges and incumbrances, if any ſuch there be; **And as to, for and concerning** one other full fourth part thereof, in truſt for, and for the benefit of the ſaid *George Gregg* and *Hannah* his wife, and to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame fourth part, and to be ſubſervient to the uſes, truſts and eſtates thereof limited, or agreed to be limited upon their intermarriage or otherwiſe, to the end to protect and preſerve the ſame from all meſne charges and incumbrances, if any ſuch there be; **And as to, for and concerning** one other full fourth part thereof, in truſt for, and for the benefit of the ſaid Sir *John Jones* and Dame *Leonora* his wife, and to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame fourth part, and be ſubſervient to the uſes, truſts and eſtates thereof limited, or agreed to be limited upon their intermarriage, or otherwiſe, to the end to protect and preſerve the ſame from all meſne charges and incumbrances, if any ſuch there be; **And as to, for and concerning** the remaining full fourth part thereof, **In truſt** for, and for the only benefit of the ſaid *Martha Briggs*, her heirs and aſſigns, and to be diſpoſed of as ſhe or they ſhall direct or appoint, and in the mean time to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame fourth part now in her the ſaid *Martha Briggs*, to the end to protect and preſerve the ſame from all meſne charges, and incumbrances, if any ſuch there be. **And the ſaid** *Aaron Arne* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Nathaniel Nunn* and *Oliver Orton*, their executors, adminiſtrators and aſſigns, that he the ſaid *Aaron Arne* hath not any time heretofore done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by means whereof the premiſes mentioned, or intended to be hereby aſſigned, or any of them, or any part thereof, or the ſaid term of three hundred years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in title, charge or eſtate, or otherwiſe howſoever, *(except* ſuch leaſes of the premiſes, or any part thereof, as are mentioned in the ſaid ſchedule hereunto annexed) the rents, heriots, fines, duties and ſervices reſerved, due and payable, or to become due or payable, for, or in reſpect of all which leaſes, ſhall, during the continuance thereof reſpectively, be paid, and become due and payable to the reſpective perſon or perſons who for the time being ſhall be intitled to the truſt and benefit of the ſaid hereby aſſigned term of three hundred years of and in the premiſes, according to their ſeveral and reſpective ſhares and intereſts therein as aforeſaid. [*The like covenant from Lady* Briggs, *the other truſtee, mutatis mutandis*]. **And this Indenture further witneſſeth**, that in conſideration of the premiſes, and of the aſſignment hereby made, or mentioned to be made as aforeſaid, **The** ſaid *Dorothy Dunn*, and at her requeſt, *and* by her direction, and on her behalf, the ſaid *Francis Ferne* her truſtee, *and alſo* the ſaid *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs* **have**, and each and every of them **hath** ratified, confirmed and allowed, and by theſe preſents **do**, and each and every of them **doth** ratify, confirm, and allow **All and every** the leaſes of the premiſes, or any part thereof, mentioned and deſcribed in the ſaid ſchedule hereunto annexed, ſubject nevertheleſs to the reſpective rents, heriots, fines, duties, ſervices and covenants in and by the ſame leaſes reſpectively reſerved and contained, and which on the parts and behalfs of the leſſees of the premiſes are or ought to be paid, done and performed, for or in reſpect of ſuch their ſaid reſpective leaſes. **And this Indenture further witneſſeth**, and the ſaid *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, do hereby acknowledge, teſtify and declare, that they reſpectively have actually had and received before the enſealing and delivery of theſe preſents, of and from the ſaid *Aaron Arne* and Dame *Bethia Briggs*, or one of them, or ſome other or others of the ſaid truſtees and executors of the ſaid Sir *Charles Briggs*, **All** and every the reſpective portions, legacies and maintenance ſo provided for, or given to them the ſaid *Hannah* Dame *Leonora* and *Martha Briggs* reſpectively in and by the ſaid firſt recited indenture of releaſe, and laſt will of the ſaid Sir *Charles Briggs*, or either of them as aforeſaid, **And therefore**, and in conſideration thereof they the ſaid *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha*

Habendum

(ſubject to leaſes in a ſchedule) as to part for the ſaid jointreſs during her life,

then, as to that part, and all the reſt immediately,

as to a fourth part for the eldeſt daughter for her ſeparate uſe, and to attend her fourth part of the inheritance,

as to another fourth part, to the ſecond daughter and her huſband in like manner,

as to another fourth part, in truſt for the third daughter and her huſband in like manner,

as to the laſt fourth part in truſt for the fourth daughter, &c.

A truſtee covenants that he hath not incumbered.

The daughters and their huſbands confirm leaſes in a ſchedule,

and acknowledge the receipt of their portions and legacies,

*Martha Briggs*, do hereby ſeverally and reſpectively acquit, releaſe and diſcharge the ſaid *Aaron Arne* and Dame *Bethia Briggs*, and each of them, their and each of their heirs, executors and adminiſtrators, and the executors and adminiſtrators of the ſaid Sir *Charles Briggs*, of and from the ſaid reſpective portions, legacies and maintenance, and every of them, and every part thereof. And the ſaid *Dorothy Dunn*, and at her requeſt, and on her behalf, the ſaid *Francis Ferne*, for her the ſaid *Dorothy Dunn*, her heirs, executors and adminiſtrators, and the ſaid *George Gregg* and *Hannah* his wife, for themſelves and each of them, their and each of their heirs, executors and adminiſtrators, and the ſaid Sir *John Jones* and Dame *Leonora* his wife, for themſelves and each of them, their and each of their heirs, executors and adminiſtrators, and the ſaid *Martha Briggs* for herſelf, her heirs, executors and adminiſtrators, in conſideration of the premiſes, do hereby remiſe, releaſe, and for ever quit claim unto the ſaid *Aaron Arne*, and the ſaid Dame *Bethia Briggs*, each of them, their and each of their heirs, executors and adminiſtrators, and the executors and adminiſtrators of the ſaid Sir *Charles Briggs*, all and all manner of action and actions, cauſe and cauſes of action, covenants, agreements, ſuits, controverſies, differences, debts, duties, legacies, portions, maintenance, accounts, reckonings, ſum and ſums of money, and all other claims and demands whatſoever, both in law and equity, which they the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs* reſpectively, or any other perſon or perſons on their reſpective accounts, or for their reſpective benefits now have, or which they or any of them, their or any of their heirs, executors and adminiſtrators, at any time or times hereafter can or may have, claim, challenge or demand againſt the ſaid *Aaron Arne* and Dame *Bethia Briggs*, or either of them, their or either of their heirs, executors or adminiſtrators, or the executors or adminiſtrators of the ſaid Sir *Charles Briggs*, or any of them, for or by reaſon or means of the premiſes, or any of them, or for or by reaſon or means of any other matter, cauſe or thing whatſoever from the beginning of the world until the day of the date of theſe preſents; Provided always that nothing herein contained ſhall extend or be conſtrued to extend to debar or hinder them the ſaid *Dorothy Dunn*, *George Gregg*, and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs* reſpectively, from having, taking or enjoying their reſpective parts, ſhares and proportions of and in ſuch, and ſo much, and ſuch part and parts of the plate and houſhold goods late of the ſaid Sir *Charles Briggs*, as they are reſpectively intitled unto by virtue of his ſaid laſt will, from and after the deceaſe of the ſaid Dame *Bethia Briggs*; who by virtue of the ſaid laſt will is to have and enjoy the ſame for her life. And whereas it hath been agreed by and between all the ſaid parties to theſe preſents, that the ſaid recited indentures of leaſe and releaſe of the fifteenth and ſixteenth days of May, 1765, ſhall remain and continue in the hands and cuſtody of the ſaid *Aaron Arne*, his executors and adminiſtrators, for the mutual benefit of the ſaid coheirs of the ſaid Sir *Charles Briggs*, and ſuch perſon or perſons as ſhall or may lawfully claim from, by or under, or in truſt for them, or any of them, but to be by him the ſaid *Aaron Arne*, his executors and adminiſtrators, produced in manner herein after mentioned; Now this Indenture witneſſeth, and the ſaid *Aaron Arne* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Ferne*, *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, their heirs and aſſigns, that he the ſaid *Aaron Arne*, his executors and adminiſtrators, ſhall and will at any time or times hereafter at the requeſt, coſts and charges of the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, or any of them, their or any of their heirs or aſſigns (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe and procure the ſame indentures of leaſe and releaſe to be produced and ſhewn forth unto them the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, or any of them, their or any of their heirs or aſſigns, or in any court of law or equity, or to any counſel or counſels, or otherwiſe, as occaſion ſhall be and require for the better evidencing, maintaining and proving the reſpective titles of them the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his wife, Sir *John Jones* and Dame *Leonora* his wife, and *Martha Briggs*, their reſpective heirs and aſſigns, in and to their reſpective parts and ſhares of and in the ſaid manors, lands, hereditaments and premiſes in the ſame indentures comprized, and not ſold or conveyed away, as aforeſaid. In witneſs, &c.

*(Horſeman.)*

and releaſe the ſame.

and all ſuits, &c. for the ſame,

without prejudice to their ſhares of plate, &c. after the death of the jointreſs.

Agreement as to the cuſtody and producing of ſome deeds.

Covenant for that purpoſe.

*Aſſignment of a Leaſe from an Adminiſtratrix to two intended Copartners, (by the Conſent of their Friends, according to Articles, &c.)*

THIS Indenture Tripartite, made, *&c.* Between *A. H.* of London, widow, (adminiſtratrix of the goods and chattels, rights and credits of *J. A.* of *H. B.* London, diſtiller, her late huſband, deceaſed) of the firſt part, *J. R.* of, *&c.* and *J. J.* of, *&c.* Gent. of the ſecond part, *J. J.* citizen and diſtiller of London, of the third part. Whereas by indenture of leaſe, *&c. (Recital of the leaſe, and of the aſſignment thereof to Mr.* H.) And whereas the ſaid *J. H.* is lately dead inteſtate, and letters of adminiſtration of all and ſingular his goods and chattels have been duly granted out of the Prerogative Court of Canterbury to the ſaid *A.* his wife, ſhe the ſaid *A.* by virtue thereof is become legally intitled to the ſaid recited indenture of leaſe, meſſuages or tenements, yards and premiſes thereby demiſed and ſo aſſigned to the ſaid *J. H.* as aforeſaid, for the reſidue of the ſaid term of twenty-one years, which is now therein to come and unexpired: And whereas by certain articles of agreement bearing date the ſecond day of January now laſt paſt, and made between the ſaid *A. H.* (by the name of *A. H.* widow, adminiſtratrix of *J. H.* of *H. B.* London, diſtiller, of the one part, and the ſaid *J. R.* and *J. J.* the father, of the other part; whereby the ſaid *A. H.* (in conſideration of the ſum of three hundred pounds, to be paid to her therein after mentioned) *Did*, amongſt other things, covenant and agree to and with the ſaid *J. R.* and *J. J.* the father, that ſhe the ſaid *A. H.* would on or before the ſecond day of February then next enſuing, at the place therein mentioned, and at the charge of them the ſaid *J. R.* and *J. J.* the father, ſeal and execute unto them, their executors or aſſigns, a good and ſufficient aſſignment of All thoſe three meſſuages or tenements and yards thereunto belonging, with their appurtenances (being the premiſes comprized in the above recited indenture of leaſe, and which are herein after aſſigned) together with the ſaid leaſe and aſſignment thereof; *Subject* to and under the rents and covenants reſerved and contained therein on the leſſee's part to be paid and performed, and with ſuch reaſonable covenants in the ſaid aſſignment to

Recitals.

As to his dying inteſtate, and letters of adminiſtration to his wife.

As to the articles.

be as counſel ſhould adviſe, and likewiſe a covenant on the part of the ſaid *J. R.* and *J. J.* the father, their executors or aſſigns, for payment and performance of the yearly rent and covenants in the ſaid leaſe reſerved and contained, and to keep harmleſs and indemnified the ſaid *A. H.* her executors and adminiſtrators therefrom: *And* the ſaid *J. R.* and *J. J.* the father, for themſelves, their executors and aſſigns, did thereby (amongſt other things) covenant with the ſaid *A. H.* that they the ſaid *J. R.* and *J. J.* the father, would on the ſecond day of February pay unto the ſaid *A. H.* the ſum of three hundred pounds, the conſideration money before mentioned, and at the ſame time would accept of the ſaid aſſignment of the ſaid leaſe of the ſaid three meſſuages and premiſes, and at the ſame time execute and deliver unto the ſaid *A. H.* a counterpart of the ſaid aſſignment, as in and by the ſaid in part recited articles, relation being thereunto had (amongſt other things) more fully may appear; **And whereas** the names of them the ſaid *J. R.* and *J. J.* the father, in the ſaid recited articles uſed and mentioned, were and are therein only ſo uſed, at and by the nomination of and in truſt for them the ſaid *J. J.* the ſon and *T. L.* and the ſaid ſum of three hundred pounds therein mentioned and covenanted to be paid to them the ſaid *J. R.* and *J. J.* for the purchaſe of the ſaid indenture of leaſe, meſſuages and premiſes, and for the aſſignment thereof as aforeſaid, was and is agreed ſhould be paid by them the ſaid *J. J.* the ſon and *T. L.* who are agreed to be the joint purchaſers of the ſaid premiſes for the reſidue of the term of years now to come therein, without any benefit of ſurvivorſhip, in ſuch manner, and ſubject in ſuch manner as herein after is mentioned and expreſſed; which is hereby acknowledged and declared ſo to be by all the parties hereto, teſtified by their executing hereof: **Now this Indenture witneſſeth**, that for and in conſideration of the ſaid ſum of three hundred pounds of, *&c.* to her the ſaid *A. H.* in hand, *&c* by them the ſaid *J. J.* the ſon and *T. L.* at or before the ſealing and delivery of theſe preſents, in manner as follows, *viz.* The ſum of one hundred and fifty pounds (being one moiety thereof) by him the ſaid *J. J.* the ſon, and the like ſum of one hundred and fifty pounds (being the other moiety thereof) by the ſaid *T. L.* the receipt and payment of which ſaid ſeveral ſums of one hundred and fifty pounds and one hundred and fifty pounds (making together the ſaid ſum of three hundred pounds) ſhe the ſaid *A. H.* doth hereby acknowledge, and of and from every part, *&c.* which ſaid ſum of three hundred pounds ſo paid in manner as aforeſaid, is by her the ſaid *A. H.* hereby agreed and declared to be in full for all the abſolute purchaſe of all her the ſaid *A. H.*'s eſtate, right, title, term of years, intereſt and benefit of renewal of, in and to the ſaid indenture of leaſe, meſſuages or tenements, yards and premiſes thereby demiſed, and herein after aſſigned, and for divers, *&c.* **She** the ſaid *A. H.* (at the requeſt, and by and with the conſent, direction and appointment of them the ſaid *J. R.* and *J. J.* the father, teſtified, *&c.*) **hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* **Doth** freely and abſolutely grant, *&c.* unto the ſaid *J. J.* the ſon and *T. L.* their executors, adminiſtrators and aſſigns, **As well** the ſaid herein before recited indenture of leaſe, **As alſo all** thoſe the ſaid three brick meſſuages or tenements, and yards thereunto belonging, and alſo the great back yard lying behind the ſaid three meſſuages, and all and ſingular other the premiſes, which in and by the ſaid recited indenture of leaſe were demiſed to the ſaid *T. M.* or which were by him aſſigned to the ſaid *J. H.* as aforeſaid, or mentioned or intended ſo to be, with their and every of their appurtenances, together with all improvements ſince made thereon; and as the ſaid premiſes late were in the ſeveral occupations of the ſaid *A. W. C. F.* and *M. B.* widow, and now of the ſaid *A. H.* and of *R. P.* and *W. B.* or of their reſpective under-tenants or aſſigns, (except as in the ſaid indenture of leaſe is excepted;) **And** all the eſtate, *&c.* of her the ſaid *A. H.* or of any perſon or perſons in truſt for her, of, in, to or out of the ſaid hereby aſſigned meſſuages or tenements, yards and premiſes, and every part and parcel thereof, by virtue of the ſaid recited indenture of leaſe indorſed, aſſignment thereof, and letters of adminiſtration, any or either of them, or otherwiſe howſoever; **To have and to hold** the ſaid indenture of leaſe, three brick meſſuages or tenements, yards, and all and ſingular other the premiſes herein before mentioned and intended to be hereby aſſigned, with their and every of their appurtenances, (except as before is excepted) unto them the ſaid *J. J.* the ſon and *T. L.* their executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid term of twenty-one years by the ſaid recited indenture of leaſe granted, which is now to come and unexpired; and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as ſhe the ſaid *A. H.* could or might have held or enjoyed the ſame, in caſe theſe preſents had not been made; **Subject nevertheleſs** to the payment of the ſaid yearly rent of one hundred and ten pounds by the ſaid recited indenture of leaſe reſerved, and to the ſeveral covenants, proviſoes, conditions and agreements therein mentioned and contained, and which from henceforth on the tenants or leſſees part are to be paid, done and performed; **And ſubject** then, as to one moiety or half part of all and ſingular the hereby aſſigned premiſes, (the whole in two equal parts to be divided) to and for the only benefit of the ſaid *J. J.* the ſon, his executors, adminiſtrators and aſſigns; and as to the other moiety or half part thereof, to and for the only benefit of the ſaid *T. L.* his executors, adminiſtrators and aſſigns, without any benefit or advantage of ſurvivorſhip whatſoever to be had or taken by either of them the ſaid *J. J.* the ſon and *T. L.* in caſe of death before the expiration of the ſaid term of twenty-one years: **And the ſaid** *A. H.* for herſelf, her heirs, executors and adminiſtrators, and for every of them, doth covenant, *&c.* to and with each of them the ſaid *J. J.* the ſon and *T. L.* their executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that is to ſay) That ſhe the ſaid *A. H.* hath not at any time heretofore made, *&c.* *(Covenant, done no act,* &c. *as uſual.)* **In Witneſs,** &c.

As to Mr. R. and Mr. J.'s name uſed in the articles, in truſt for Mr. J. and Mr. L.

Conſiderations.

Aſſignment.

Premiſes.

Habendum.

Subject, &c.

No benefit of ſurvivorſhip.

Covenants.

## *Aſſignment of an Annuity or Rent Charge.*

**This Indenture** made the 19th day of June, in the nineteenth year of our ſovereign Lord King George the Third, and in the year of our Lord 1779, **Between** *A. Bell*, of, *&c.* of the one part, and *Charles Day*, of, *&c.* of the other part. **Whereas** by indenture bearing date the 10th day of May in the year of our Lord 1770; *Thomas Day* of, *&c.* **Did** give and grant unto the ſaid *A. B.* **One annuity** or yearly rent or ſum of eighty pounds, to be had, received, taken and iſſuing out of **All** that meſſuage *(as ſet forth in the grant)* **To Hold** to the ſaid *A. B.* and his aſſigns, for and during the term of his natural life, payable in and upon the ——— day of ——— and ——— day of ——— yearly and every year, by even and equal portions, without any deduction or abatement whatſoever, as in and by the ſaid recited indenture, relation being thereunto had, will more fully and at large appear: **Now this Indenture witneſſeth,**

Recital of the grant for life.

Premiſes.

**neſſeth**, that the ſaid *A. B.* for and in conſideration of the ſum of ——— of lawful money of Great Britain, to him in hand paid by the ſaid *G. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and of every part thereof doth acquit and diſcharge the ſaid *C. D.* his executors, adminiſtrators and aſſigns, and every of them, for ever, by theſe preſents, **He** the ſaid *A. B.* **Hath** bargained, ſold, aſſigned, transferred and ſet over and by theſe preſents **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, **The ſaid annuity**, yearly rent, or ſum of eighty pounds, payable and iſſuing out of **All** the ſaid meſſuage, *&c.* ſo to him the ſaid *A. B.* granted as aforeſaid; **And alſo** all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid *A. B.* of, in, and to the ſaid annuity or yearly rent or ſum of eighty pounds, hereby aſſigned or intended ſo to be; **To have and to hold**, receive and enjoy the ſaid annuity or yearly rent or ſum of eighty pounds unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, for and during all ſuch time and term as he the ſaid *A. B.* hath or ought to have therein, during his natural life. **And the ſaid** *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in manner and form following, *(that is to ſay)* that he the ſaid *A. B.* now hath in himſelf good right, full power and lawful and abſolute authority, to bargain, ſell, aſſign, transfer and ſet over unto the *C. D.* his executors, adminiſtrators and aſſigns, the ſaid annuity or yearly rent or ſum of eighty pounds, to hold him, his executors, adminiſtrators and aſſigns, in manner and form as aforeſaid; **And alſo** that he the ſaid *A. B.* hath not, at any time or times heretofore, ſold, aſſigned, transferred or ſet over, or any ways diſcharged, charged or incumbered, the ſaid annuity or yearly rent ſum of eighty pounds hereby aſſigned or intended ſo to be, or any part or parcel thereof; **And** alſo that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and lawfully may, from time to time and at all times hereafter, for and during the life of him the ſaid *A. B.* peaceably and quietly have, hold, receive and enjoy the ſaid annuity or yearly rent ſum of eighty pounds, to and for the proper uſe and benefit of him the ſaid *C. D.* his executors, adminiſtrators and aſſigns, without any the let, ſuit, trouble, hindrance, moleſtation or interruption whatſoever, of or by him the ſaid *A. B.* his executors, adminiſtrators and aſſigns, and of or by all and every other perſon or perſons whomſoever, free and clear and abſolutely diſcharged of and from all and all manner of charges and incumbrances whatſoever. **And further**, that he the ſaid *A. B.* his executors and adminiſtrators, and all and every other perſon and perſons, his and their executors and adminiſtrators, having or claiming, or who ſhall or may have or claim any right, title or intereſt of, in or to the ſaid annuity or yearly rent or ſum of eighty pounds, from, by or under him the ſaid *A. B.* ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt of the ſaid *C. D.* his executors, adminiſtrators or aſſigns, make, do, perform, and execute, or cauſe or procure to be made, done, performed and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſigning and aſſuring of the ſaid annuity or yearly rent or ſum of eighty pounds, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, during the life of him the ſaid *A. B.* as he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall reaſonably deviſe, adviſe and require; ſo as he, ſhe or they be not compelled or compellable to travel, or go from the place of his, her or their abode, for the doing thereof. **And** for the further, better and more effectual enabling him the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to enjoy, recover and receive the ſaid annuity or yearly rent or ſum of eighty pounds hereby aſſigned, **He** the ſaid *A. B.* **Hath** and by theſe preſents **Doth** make, ordain, conſtitute and appoint, and in his place and ſtead put and depute the ſaid *C. D.* his executors, adminiſtrators and aſſigns, the true and lawful attorney and attornies irrevocable of him the ſaid *A. B.* either in his or their own names, or in the name of him the ſaid *A. B.* his executors or adminiſtrators, but for his own uſe only, to aſk, demand, ſue for or recover and receive of and from the ſaid *T. D.* his heirs, executors, adminiſtrators or aſſigns, and of and from all and every other perſon and perſons whomſoever, who ſhall or may be liable to pay the ſame, the ſaid annuity or yearly rent ſum of eighty pounds, hereby aſſigned, and upon nonpayment thereof to commence and proſecute any action or ſuit for the ſame; and upon payment, recovery and receipt of the ſame, or any part thereof, ſufficient releaſes or other diſcharges to give for the ſame, and alſo to do all and every ſuch other and further lawful act and acts, thing and things whatſoever, as well for the recovering and receiving, as the releaſing, aſſigning, and diſcharging the ſaid annuity or yearly rent or ſum of eighty pounds as fully and effectually, and in as large, ample and beneficial manner, to all intents and purpoſes, as if the ſaid *A. B.* had been actually preſent and done the ſame. And finally, he the ſaid *A. B.* doth hereby give, grant, confirm and allow all and whatſoever he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done in, about, touching or concerning the premiſes by virtue of theſe preſents. **In Witneſs**, &c.

Aſſignment.

Habendum.

Hath right to aſſign.

Hath not before aſſigned or done an act to incumber, &c. for peaceable enjoyment.

Further aſſurance.

Letter of attorney to demand, &c. the annuity.

*(Newnam.)*

## *Aſſignment of Chambers in an Inn of Court.*

**THIS Indenture** made, *&c.* **Between** *A. B.* of *&c.* of the one part, and *C. D.* of ——— inn in the county of Middleſex, Eſquire, of the other part. **Whereas** by a penſion order made and dated at ——— inn in the ſaid county of Middleſex, on the ——— day of, *&c.* the benchers of the ſaid ſociety of ——— inn, according to the cuſtom of the ſaid Society, *Did* order, that the ſaid *A. B.* ſhould have a leaſe of his ground chamber, Number ——— at the ——— end of ——— court, then in his poſſeſſion, for the term of twenty-one years, to commence at, *&c.* under the yearly rent of, *&c.* as by the ſaid order may more at large appear: **And whereas** in purſuance of the ſaid order a leaſe of the ſaid chamber has been ſince made and granted to the ſaid *A. B.* for the term of twenty-one years, *&c.* **Now this Indenture witneſſeth**, that the ſaid *A. B.* for and in conſideration of, *&c.* in hand, *&c.* the receipt, *&c.* **Hath** granted, bargained, ſold and aſſigned, and by, *&c.* **Doth**, *&c.* unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, **All** that the ſaid chamber, being, *&c.* now in the occupation of the ſaid *C. D.* and the ſaid order of penſion and leaſe, and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid *A. B.* of, in and to the ſame, or any part thereof; **And all** the

Recital of a penſion order.

Leaſe made.

Conſideration.

Aſſignment.

the goods and chattels of him the said *A. B.* now being fixed in the same chamber; **To have and to hold** the said chamber, with the appurtenances, to the said *C. D.* his executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of twenty-one years therein to come and unexpired; **And to have and to hold** the said goods and chattels therein fixed and being from henceforth for ever, to the only use and benefit of the said *C. D.* his executors, administrators and assigns; **And the said** *A. B.* doth by these presents for himself, *&c.* covenant, *&c.* to and with the said *C. D.* his, *&c.* that he the said *A. B.* hath good right, power and authority to grant and assign the said chamber, goods and premises in manner herein before expressed; **And** that the same are free and clear of and from all former gifts, grants, assignments, executions, forfeitures, incumbrances, arrears of rent and hearth-money, and other duties, pensions and payments due and payable to the said Society of ——— inn, or to any of the officers or ministers thereof, or otherwise howsoever; **And also** that the said *C. D.* his, *&c.* shall, *&c.* at all times, *&c.* during, *&c.* peaceably, *&c.* the said chamber and premises above mentioned, and hereby granted and assigned, without any let, *&c.* of or by the said *A. B.* his, *&c.* or any other person or persons whatsoever; **And** that he the said *A. B.* his, *&c.* shall and will within ——— years next, at the reasonable request, and at the charges of the said *C. D.* make and execute such further acts and assurances for the better assigning and assuring of the said chamber and premises to the said *C. D.* as by him, *&c.* **In witness,** *&c.*

Covenants.
Power to assign.
Free from arrears of rent, hearth-money, pensions, &c.
Peaceable enjoyment.
Further assurances.

(*Wood.*)

*Assignment of two several Mortgage Terms * to attend Inheritance, (as to Part of Premises) to a Trustee for the Purchaser, and (as to other Part of Premises) to another Trustee, in Trust for the Granter; with a Ratification from Grantor to both Trustees, in Trust for the Purchaser and Vender of respective Premises.*

**Indenture tripartite,** made, *&c.* **Between** *T. C. &c.* of the first part, *P. D.* of, *&c.* and Sir *G. H.* Knight, late one of the Commissioners for the custody of the Great Seal of England, of the second part, and *J. L.* of, *&c.* and *W. L.* of, *&c. S. T.* of, *&c.* of the third part. **Whereas,** &c. *An assignment of the original demise for a term of ninety-nine years, and other mesne assignments thereof, and of another term of one thousand years demised of said premises, to two trustees, in trust for a mortgagee:* **And whereas** by indorsement written upon the said indenture of assignment made to the said *G. H.* as aforesaid, and bearing date the sixth day of September, *&c.* the said *P. D.* for the sum of five hundred pounds mentioned in the said indorsement to be borrowed and received by him of the said Sir *G. H. Did* charge the said premises, mortgaged to him the said Sir *G. H.* as aforesaid, with the payment of the said five hundred pounds and interest, at five pounds *per cent.* from the day of the date of the same indorsement, as by the same recited indenture of assignment made to the said Sir *G. H.* and indorsement thereupon, relation, *&c.* **And whereas** the said Sir *T. L.* died some time since, and the said *T. C.* intermarried with *P.* his now wife, the daughter and heir of the said Sir *T. L.* and since the same intermarriage, to wit, on, *&c.* a decretal order was made in the High Court of Chancery by the Right Honourable ———, then Lord Keeper of the Great Seal of England, in cross causes then there depending between the said *T. C.* and *P.* his wife, (then infants by Sir *R. C.* Baronet, their next friend,) plaintiffs, the said *P. D. P. B.* and Sir *G. H.* defendants, and between the said *P. D.* plaintiff, the said Sir *R. C.* Baronet, and the said *T. C.* and *P.* his wife, defendants; whereby, after setting forth the several pleadings in the said several causes, (wherein are mentioned the said recited mortgage) *It was ordered* and decreed (amongst other things) that

Further charge.
Death.
Marriage.
Decree.

* C A S E.

*J. S.* being seised in fee of certain lands, *&c.* in the county of D. hath contracted for the sale thereof with *J. P.* the premises were demised by the father and grandfather of the said *J. S.* for the term of one thousand years, with an intent to secure a certain sum of money, and interest, which term by mesne assignments, or otherwise, is become vested in *M. S.* and the said *J. S.* is married.

*Q.* Will an assignment of the term to a trustee of *M. P.* protect the estate from the dower of the wife of *J S.* or will it be necessary for him to levy a fine?

I am of opinion that the wife of *J. S.* will be entitled in equity to her dower, upon paying off one-third of the money due upon the mortgage, or keeping down one-third of the interest, supposing the mortgage money to be yet due and unpaid; but if the term is only kept on foot to attend the inheritance, that then she will be entitled to her dower without paying one-third of the mortgage, or keeping down one-third of the interest, and will be entitled to the benefit of the trust term to protect her estate, therefore, in either case, to bar her of dower, it will be necessary that she should join with her husband in levying a fine of those lands.

*J. BURLAND,*
Essex-street, Oct. 30, 1769.

*N. B.* On a doubt whether the above opinion was right, the case was again stated, with this alteration only, that the mortgage was not paid off.

I am of opinion that the wife of *J. S.* will be entitled to her dower in equity upon paying off one-third of the money due upon the mortgage, or keeping down one-third of the interest, tho' as to the mortgage she must pay the whole money, and hold over for the two-thirds which she is not chargeable with herself: this is expressly declared by Sir *Jo. Jekyl*, Master of the Rolls, in the case of *Banks* and *Sutton*, reported in 2d of *William*, 632, and I cannot find any later determination differing from it; and however like it may be to the case of a trust, of which a wife is not to be endowed, yet the resolution upon the two cases have been different: it is by positive determinations that these cases have been settled, and not under any distinctions founded in argument, any more than the different distinctions which have been made up on the two estates of dower, and by the courtesy, for no reason can be assigned why a husband should be entitled to a trust estate of his wife as tenant by the courtesy, and the wife should not have her dower out of the same sort of estate of the husband; I am of opinion therefore, that to bar Mr. *S.*'s wife from any claim of dower, it will be necessary for them both to join in levying a fine.

*J. BURLAND.*
Nov. 13, 1769.

Sir

Sir *L. W. C.* one of the maſters of the ſaid Honourable Court of Chancery, ſhould take an account between the ſaid parties, plaintiffs and defendants, and ſhould ſee what was due from the ſaid *T. C.* and his ſaid wife, unto the ſaid *P. D.* and compute intereſt for the principal money which ſhould be found due on the ſaid mortgage made to him the ſaid *P. D.* and ſhould alſo tax the coſts of the ſaid *P. D.* in reſpect of the ſame mortgage; and by the ſame decretal order it was further ordered, that what ſhould be found due to the ſaid *P. D.* for his principal, intereſt and coſts, in reſpect of the ſame mortgage, the ſame ſhould be paid by the ſaid *T. C.* and his wife, to the ſaid *P. D.* at ſuch time and place as the ſaid Maſter ſhould appoint; and that upon payment thereof, the ſaid *P. D.* ſhould procure the ſaid Sir *G. H.* to convey the ſaid mortgaged premiſes unto the ſaid *T. C.* and his wife, or to ſuch perſon or perſons as they ſhould appoint, as by the ſaid decretal order more fully may appear: **And whereas** ſince the making the ſaid decretal order by virtue of an indenture *tripartite* (inrolled in the ſaid High Court of Chancery) bearing date the 8th day of February laſt paſt, before the date hereof; and by virtue of a recovery ſuffered in purſuance of the ſame indenture, the ſaid manor or lordſhip and premiſes in mortgage as aforeſaid to the ſaid *P. D.* and aſſigned by him to the ſaid Sir *G. H.* as aforeſaid, are limited and conveyed, *To the uſe* and behoof of Sir *W. C.* Knight, and *S. T.* of London, merchant, and the ſaid *T. C.* their heirs and aſſigns for ever; but as to the eſtate of the ſaid Sir *W. C.* and *S. T.* and their heirs, *In truſt* only for and for the benefit of the ſaid *T. C.* his heirs and aſſigns for ever; *And* the ſaid Sir *W. C.* hath ſince releaſed the ſaid manor and premiſes to the ſaid *T. C.* and *S. T.* and their heirs, *In truſt nevertheleſs* as to the eſtate of the ſaid *S. T.* and his heirs, for the ſaid *T. C.* and his heirs: **And whereas** ſeveral orders have been made in the ſaid cauſes ſubſequent to the ſaid decretal order, and ſeveral reports have been made in purſuance of the ſaid orders, *And* by an order made in the ſaid High Court, by the Right Honourable Sir *N. W.* Lord Keeper of the Great Seal of England, on the, *&c. It was ordered* that the ſaid defendant *D.* ſhould receive on the —— day of July then next, the ſum of ſix thouſand three hundred and eighty pounds, which was computed to be then due to him for principal, intereſt and coſts; and that in caſe he ſhould not think fit to accept thereof on the ſame day, then the plaintiffs were to bring into the ſame court the ſaid ſum of ſix thouſand three hundred and eighty pounds, and thereupon the plaintiffs were, from the time of their bringing the ſame money into court, to be excuſed from paying the ſaid defendant *D.* any further intereſt, as by the ſaid order of the ſaid 23d day of June laſt paſt more fully may appear: **And whereas** the ſaid *T. C.* hath ſold or agreed to ſell unto the ſaid *J. L.* and his heirs, for the ſum of nine hundred and fifty pounds, the ſaid manor or lordſhip and ſeveral of the premiſes in mortgage as aforeſaid: **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of five thouthouſand one hundred pounds fifteen ſhillings and ſix pence of, *&c.* to the ſaid Sir *G. H.* in hand paid by the ſaid *J. L.* at, *&c.* by the ſeveral directions of the ſaid *T. C.* and *P. D.* teſtified, *&c.* in full diſcharge of all monies due to the ſaid Sir *G. H.* upon or by virtue of the ſaid recited mortgage made to him as aforeſaid, the receipt whereof the ſaid Sir *G. H.* doth hereby acknowledge, and thereof, *&c.* and for and in conſideration of the ſum of one thouſand two hundred and ſeventy-nine pounds four ſhillings and ſix pence of like lawful money to the ſaid *P. D.* in hand paid by the ſaid *J. L.* at, *&c.* by the direction of the ſaid *T. C.* (teſtified as aforeſaid) the receipt, *&c.* which ſaid ſeveral ſums of five thouſand one hundred pounds fifteen ſhillings and ſix pence, and one thouſand two hundred and ſeventy-nine pounds four ſhillings and ſix pence, make together the ſaid ſum of ſix thouſand three hundred and eighty pounds, which is by theſe preſents declared and agreed by the ſaid *P. D.* to be the ſame ſum of ſix thouſand three hundred and eighty pounds, computed to be due to him as aforeſaid; and alſo to be in full diſcharge of all monies charged upon the ſaid premiſes, and ſecured to him by or by virtue of the before mentioned terms of ninety-nine years and one thouſand years, or either of them; and for and in conſideration of the ſum of five ſhillings of like lawful money to the ſaid Sir *G. H.* in hand paid by the ſaid *W. L.* at, *&c.* the receipt, *&c.* the ſaid Sir *G. H.* by the direction of the ſaid *P. D.* teſtified, *&c.* and at the requeſt and nomination of the ſaid *T. C.* and *J. L.* teſtified, *&c.* **Hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents, by the like direction, and at the like requeſt and nomination, (teſtified as aforeſaid) **Doth** bargain, *&c.* unto the ſaid *W. L.* his executors, adminiſtrators and aſſigns, **All that** the ſaid manor or lorſhip of E. or ſuch part or parts thereof, and ſuch of the ſaid premiſes compriſed in the ſaid recited mortgage, made to the ſaid Sir *G. H.* as aforeſaid, which in and by an indenture of bargain and ſale, bearing date the day before the date of theſe preſents, and made or mentioned to be made between the ſaid *T. C.* and *S. T.* of the one part, and the ſaid *J. L.* of the other part, and intended to be inrolled in the High Court of Chancery, are bargained and ſold, or mentioned, *&c.* unto and to the uſe of the ſaid *J. L.* and his heirs, and alſo all the eſtate, *&c.* of him the ſaid Sir *G. H.* of, in, unto and out of, *&c.* **To have and to hold** the ſaid manor or lordſhip, or ſuch part or parts thereof, and ſuch of the ſaid premiſes in mortgage to the ſaid Sir *G. H.* as aforeſaid, which by the ſaid indentures of bargain and ſale intended to be inrolled, are bargained and ſold, or mentioned or intended to be bargained and ſold to the uſe aforeſaid, with their and every of their appurtenances, unto the ſaid *W. L.* his executors, adminiſtrators and aſſigns, from henceforth for and during the reſpective reſidues and remainders now to come and unexpired of the ſaid ſeveral terms of ninety-nine years and one thouſand years; **In truſt nevertheleſs** for the ſaid *J. L.* his heirs and aſſigns, and to be conveyed and diſpoſed of as he or they ſhall direct or appoint, and in the mean time, until ſuch direction or appointment ſhall be made, to attend and wait upon the freehold and inheritance of the premiſes herein before mentioned and intended to be hereby aſſigned unto the ſaid *W. L.* and to protect the ſame freehold and inheritance from and againſt all meſne incumbrances, if any ſuch there be; **And the ſaid** Sir *G. H.* for himſelf, *&c.* (*Covenant, done no act to incumber :*) **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid, and for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid Sir *G. H.* in hand, *&c.* by the ſaid *S. T.* at, *&c.* the receipt, *&c.* he the ſaid Sir *G. H.* by the direction of the ſaid *P. D.* teſtified as aforeſaid, and at the requeſt and nomination of the ſaid *T. C.* and *J. L.* teſtified as aforeſaid, **Hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents doth bargain, ſell, aſſign and ſet over, unto the ſaid *S. T.* his executors, adminiſtrators and aſſigns, **All** the reſidue of the ſaid premiſes compriſed in the ſaid recited mortgage made to the ſaid Sir *G. H.* which are not herein before aſſigned to the ſaid *W. L.* being ſo much, or ſuch part and parts of the ſaid premiſes, in mortgage to the ſaid Sir *G. H.* as aforeſaid which are execepted or reſerved, or mentioned or intended to be excepted or reſerved out of the ſaid bargain and ſale intended to be inrolled as aforeſaid; and alſo all the eſtate, *&c.* of him the ſaid Sir *G. H.* of, in, unto and out of the ſame premiſes hereby intended to be aſſigned to the ſaid *S. T.* or any part or parts thereof; **To have and to hold** the ſaid reſidue of the ſaid premiſes in mortgage unto the ſaid Sir *G. H.* as aforeſaid, and excepted out of the

Premiſes by deed and recovery limited to uſes.

Releaſe in truſt.

Several orders ſubſequent to the decree 23 June 1703.

Agreement to ſell mortgaged premiſes.

Conſideration.

Parcels.

Habendum.

In truſt.

Covenant.

Second conſideration.

Aſſignment.

Parcels.

Habendum.

the ſaid bargain and ſale intended to be inrolled, with the appurtenances thereof, unto the ſaid *S. T.* his executors, adminiſtrators and aſſigns, from henceforth for and during the reſpective reſidues now to come and unexpired of the ſaid ſeveral terms of ninety-nine years and one thouſand years; **In truſt nevertheleſs** for the ſaid *T. C.* his heirs and aſſigns, and to be conveyed and diſpoſed of as he or they ſhall direct or appoint, and in the mean time, until ſuch direction or appointment ſhall be made, to attend and wait upon the freehold and inheritance of the ſaid premiſes herein before mentioned and intended to be hereby aſſigned unto the ſaid *S. T.* **And the ſaid** Sir *G. H.* for himſelf, *&c. (Covenant, done no act to incumber):* **And this Indenture further witneſſeth,** that for the conſiderations aforeſaid, and for and in conſideration of the ſum of two thouſand ſix hundred and ſeventy pounds of, *&c.* to the ſaid *T. C.* in hand paid by the ſaid *J. L.* at, *&c.* the receipt, *&c.* which ſaid ſums of two thouſand ſix hundred and ſeventy pounds and ſix thouſand three hundred and eighty pounds make up together the ſaid ſum of nine thouſand and fifty pounds, which is the ſame ſum of nine thouſand and fifty pounds mentioned as the conſideration in the ſaid indenture of *bargain and ſale* intended to be inrolled as aforeſaid, and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *T. C.* in hand likewiſe paid by the ſaid *W. L.* the receipt, *&c.* **He** the ſaid *T. C.* **hath** ratified and confirmed, and by theſe preſents doth ratify and confirm unto the ſaid *W. L.* **All** and ſingular the premiſes herein before mentioned and intended to be hereby aſſigned to him by the ſaid Sir *G. H.* as aforeſaid, with their and every of their appurtenances; **To hold** the ſame premiſes with the appurtenances, unto the ſaid *W. L.* his executors, adminiſtrators and aſſigns, from henceforth for and during the reſpective reſidues and remainders, now to come and unexpired of the ſaid terms of ninety-nine years and one thouſand years, without impeachment of waſte, freed and diſcharged of and from all proviſoes, agreements and equity of redemption whatſoever; **Nevertheleſs upon the ſame Truſt** upon which the ſame premiſes are herein before mentioned to be hereby aſſigned unto the ſaid *W. L.* **And this Indenture alſo further witneſſeth,** that for the conſiderations aforeſaid, and for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *T. C.* in hand paid by the ſaid *S. T.* at, *&c.* the receipt, *&c.* he the ſaid *T. C.* **hath** ratified and confirmed, and by theſe preſents **doth** ratify and confirm unto the ſaid *S. T.* the premiſes herein before mentioned and intended to be hereby aſſigned to him by the ſaid Sir *G. H.* **To have and to hold** the ſame premiſes with the appurtenances, unto the ſaid *S. T.* his executors, adminiſtrators and aſſigns, from henceforth for and during the reſpective reſidues now to come and unexpired of the ſaid terms of ninety-nine years and one thouſand years, without impeachment of waſte, freed and diſcharged of and from all proviſoes, agreements and equity of redemption; **Nevertheleſs upon the ſame Truſt,** as the ſame premiſes are herein before mentioned to be hereby aſſigned unto the ſaid *S. T.* **In witneſs,** *&c.*

Third conſideration.

Confirmation to the firſt aſſignee.

Fourth conſideration.

Confirmation to the ſecond aſſignee.

*(Wood.)*

*An Aſſignment by a Debtor of his Houſhold Goods, Debts,* &c. *to three of his Creditors, to pay to them and his other Creditors their reſpective Debts on Proof thereof; the Creditors Covenant not to arreſt the Aſſignor, and to pay him the Surplus (if any) after Payment of his Debts.*

**THIS Indenture Tripartite,** made the tenth day of January, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *James Maul* of, *&c.* of the firſt part, the ſeveral and reſpective perſons whoſe names are hereunto ſubſcribed and ſeals affixed as executing parties hereto and hereunto (creditors of the ſaid *J. M.* and who ſhall make ſuch proof of their debts (if required) as herein after mentioned within the time herein after limited for that purpoſe) of the ſecond part, and *Thomas White* of, *&c. John A. King* of, *&c.* and *James How* of, *&c.* (three of the principal creditors) of the third part. **Whereas** the ſaid *J. M.* on the day of the date hereof is juſtly and truly indebted unto the ſaid creditors reſpectively, in the ſeveral ſums of money in the ſaid ſchedule mentioned, which, by reaſon of divers loſſes and other misfortunes, he is at preſent unable to make full payment and ſatisfaction, but by and with the conſent, approbation, appointment and agreement of his ſaid creditors, teſtified by their ſigning and ſealing of theſe preſents, hath conſented and agreed to transfer and aſſign all and ſingular the debts, ſum and ſums of money, houſhold goods and other goods, chattels, wares and merchandiſes particularly mentioned and expreſſed in the ſchedule hereunto annexed, and all other debts, ſum and ſums of money, houſhold goods and other goods, chattels, wares and merchandizes, which he the ſaid *J. M.* at the time of the ſealing and delivery hereof, is poſſeſſed of, intereſted in, and entitled unto; **In Truſt** only for all ſuch of the ſaid creditors who ſhall ſign and ſeal theſe preſents, and make due proof of their ſeveral and reſpective debts within two months now next enſuing the day of the date of theſe preſents, if required by the ſaid *T. W. J. A. K.* and *J. H.* (being the three principal creditors of the ſaid *J. M.)* towards payment and ſatisfaction of the ſeveral and reſpective debts, as far as the ſame will amount and extend unto in equal ſhares and proportions, according to their ſeveral and reſpective debts: **Now this Indenture witneſſeth,** that the ſaid *J. M.* for and towards payment and ſatisfaction of the ſeveral and reſpective debts of all ſuch of his creditors, and in conſideration of five ſhillings a-piece of, *&c.* to him the ſaid *J. M.* by the ſaid *T. W. J. A. K.* and *J. H.* at, *&c.* the receipt, *&c.* **Hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and, by theſe preſents, **Doth** fully and abſolutely grant, *&c.* unto the ſaid *T. W. J. A. K.* and *J. H.* **All** and ſingular the debts, ſum and ſums of money, houſhold goods and other goods, chattels, wares and merchandizes, and other things in the ſaid ſchedule hereunto annexed particularly mentioned and expreſſed, and all other the debts, ſum and ſums of money, houſhold goods and other goods, chattels, wares and merchandizes of him the ſaid *J. M.* now remaining and being in or about the dwelling-houſe and ſhop of the ſaid *J. M.* ſituate, *&c.* or in any other place or places whatſoever, or in any perſon or perſons hands whomſoever, with their and every of their appurtenances, and alſo all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *J. M.* of, in, to or out of the ſame, or any part or parcel thereof; **To have and to hold** all and ſingular the ſaid debts, houſhold goods and other goods, chattels, wares and merchandizes and premiſes herein before mentioned to be contained in a ſchedule hereunto annexed, and all other the debts, ſum and ſums of money, houſhold goods and other goods, chattels, wares and merchandizes of him the ſaid *J. M.* and intended to be hereby granted, bargained, ſold, aſſigned,

Loſſes; unable to pay debts, but willing to aſſign goods, debts, &c.

In truſt for creditors.

Conſideration.

Aſſignment of debts, goods, &c. in a ſchedule, &c.

Habendum.

ſigned, transferred and ſet over with their and every of their appurtenances to the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, from henceforth for ever; **Upon Truſt nevertheleſs**, and to the intent and purpoſe, that the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, ſhall and will, with all convenient ſpeed, ſell and diſpoſe of all and ſingular the houſhold goods and other goods, wares and merchandizes, and other things in the ſaid ſchedule hereunto annexed mentioned, and all other houſhold goods and other goods, wares and merchandizes of him the ſaid *J. M.* for the beſt rates and prices that can be reaſonably got or obtained for the ſame; **And alſo upon Truſt**, that the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, do and ſhall with the like convenient ſpeed uſe their and every of their beſt endeavours, by all lawful ways and means, to obtain, recover and receive into their hands and poſſeſſion, all and ſingular the ſaid debts, ſum and ſums of money ſo due and owing unto the ſaid *J. M.* by and from the ſeveral perſons in the ſaid ſchedule mentioned, and that after deduction of all ſuch reaſonable coſts, charges and expences, as they the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators or aſſigns, or any of them ſhall really pay and expend relating to the execution of this truſt; **Then upon truſt**, that all the remainder (after ſuch deduction as aforeſaid) of the clear money ariſing by the ſale and diſpoſition of the ſaid houſhold goods and other goods, chattels, wares and merchandizes, and alſo in collecting in, recovering and receiving all ſuch debt, ſum and ſums of money ſo due and owing to the ſaid *J. M.* and which ſhall be recovered and received by the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators or aſſigns, by virtue of theſe preſents, ſhall be paid, diſtributed and divided unto and amongſt all the ſaid creditors of the ſaid *J. M.* who ſhall have ſigned and ſealed theſe preſents, and made ſuch proof of their reſpective debts upon oath, within the time herein before limited for that purpoſe, if required, as aforeſaid, before a Maſter in Chancery, or before a judge or ſome other magiſtrate impowered or authorized to adminiſter oaths, and to and for no other uſe, intent and purpoſe whatſoever. **And** for the better and more eaſy getting in, recovering and receiving of all and every the ſaid debts, ſum and ſums of money in the ſaid ſchedule mentioned to be due and owing to the ſaid *J. M.* **he** the ſaid *J. M.* **hath** made, ordained, conſtituted and appointed, and by theſe preſent **Doth**, *&c.* the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators or aſſigns, his true and lawful attornies irrevocable in the name of the ſaid *J. M.* or in their own names, or otherwiſe, but to and for the only proper uſe and benefit of themſelves, and all ſuch of the creditors of the ſaid *J. M.* as aforeſaid, to aſk, demand, ſue for, recover and receive, of and from all and every the perſon and perſons who ſtand indebted unto the ſaid *J. M.* and who are particularly mentioned in the ſaid ſchedule hereunto annexed, all ſuch ſum and ſums of money, as now are or ſhall or may become due or payable to the ſaid *J. M.* and upon receipt thereof, or any part thereof, acquittances, *&c.* and on non-payment, *&c.* or to agree and compound for the ſame, as ſhall ſeem requiſite to the ſaid *T. W. J. A. K.* and *J. H.* their executors and adminiſtrators, and alſo for that purpoſe, one or more attorney or attornies under them to conſtitute and appoint, hereby granting unto them the ſaid *T. W. J. A. K.* and *J. H.* their executors and adminiſtrators, full power and authority to act and do in the premiſes as fully to all intents and purpoſes, as he the ſaid *J. M.* might or could do or have done, if theſe preſents had not been made; **And the ſaid** *J. M.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *T. W. &c.* their, *&c.* by, *&c.* in manner, *&c.* that all and every the debt and debts, ſum and ſums of money in the ſaid ſchedule hereunto annexed, to be due and owing to the ſaid *J. M.* by and from the ſeveral perſons therein mentioned, now are and ſtand in full force and virtue; **And** that neither the ſaid *J. M.* nor any other perſon or perſons, for his uſe, or by his order hath at any time or times heretofore made, done, committed or ſuffered any act, matter or thing, nor ſhall or will at any time or times hereafter make, do, commit or ſuffer, or cauſe or procure to be made, done, committed or ſuffered, any act, matter or thing, whereby to releaſe or diſcharge the ſaid debts, ſum and ſums of money, or any or either of them, ſo due and owing unto him the ſaid *J. M.* as aforeſaid, or any part thereof, nor ſhall or will revoke the power or authority hereby given, or obſtruct or hinder the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, or any or either of them, in recovering, receiving and getting in the ſame, **But** ſhall and will permit and ſuffer the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, and every of them, peaceably and quietly to recover and receive all and ſingular the ſaid debt, ſum and ſums of money, to and for ſuch uſe and benefit as aforeſaid, hereby ratifying, allowing and confirming all and whatſoever the ſaid *T. W. J. A. K.* and *J. H.* their executors, adminiſtrators and aſſigns, ſhall do or cauſe to be done in or about the premiſes by virtue of theſe preſents: **And further** that the ſaid *J. M.* at the requeſt, coſts and charges of ſuch of the creditors as aforeſaid, ſhall and will from time to time, *&c.* make, *&c.* ſuch further and other acts, matters and things, for the further and better aſſigning and aſſuring of all and ſingular the premiſes herein before mentioned or intended to be hereby aſſigned, to and for the uſes, intents and purpoſes herein before expreſſed, as by, *&c.* **And the ſaid** *J. M.* his executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter, as often as there ſhall be occaſion, upon requeſt and notice to him and them given by the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* aſſiſt them, any or either of them in the making up of the accounts, and in ſettling any diſpute that ſhall at any time hereafter ariſe or happen touching or concerning any of the debts or ſums of money whatſoever in the ſaid ſchedule hereunto annexed mentioned to be due and owing to the ſaid *J. M.* and alſo in the proving and getting in the ſaid debts according to the beſt of his power and ability. **And the ſaid** *J. M.* for himſelf, his executors and adminiſtrators, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* by theſe preſents, that in caſe all and every the debt and debts, ſum and ſums of money now due and owing unto him the ſaid *J. M.* are not mentioned in the ſaid ſchedule hereunto annexed, that then the ſaid *J. M.* his executors and adminiſtrators, upon the requeſt and at the coſts and charges of his ſaid creditors, ſhall and will from time to time, and at all times hereafter, transfer and aſſign all and every ſuch debt and debts, ſum and ſums of money as ſhall happen to be omitted and not mentioned in the ſaid ſchedule, unto them the ſaid *T. W.* and *J. A.* and *J. H.* their executors, *&c.* to and for ſuch uſes, intents and purpoſes, as are herein before expreſſed, and to and for no other uſe, intent or purpoſe whatſoever; **And** they the ſaid *T. W. J. A. K.* and *J. H.* for themſelves ſeverally and reſpectively, and not one of them for the other of them, and for their ſeveral and reſpective heirs, executors and adminiſtrators, do covenant, promiſe and agree, to and with all and every other of the creditors of the ſaid *J. M.* who ſhall execute theſe preſents, and make due proof of their ſaid reſpective debts as aforeſaid, that they the ſaid *T. W. J. A. K. J. H.* their executors, *&c.* ſhall and will from time

Upon truſt to be ſold.

The truſtee creditors to endeavour to get in the aſſigner's debts.

The money (after deductions) to be diſtributed amongſt the creditors who prove their debts on oath.

Letter of Attorney.

Covenant that the debts now aſſigned are due, and that the aſſignee has not, nor will do any act to releaſe the ſame, &c.

But ſhall permit the aſſignee peaceably to receive ſaid debts.

Further aſſurances.

The aſſignor to aſſiſt in ſettling accounts, &c.

And in caſe all his debts are not in the ſchedule, he will aſſign ſuch as are not.

The truſtee creditors to account to the reſt, &c.

time to time, and at all times hereafter, as often as they ſhall be thereunto required by the other of the ſaid creditors of the ſaid *J. M.* as aforeſaid, make, render and give unto him or them demanding the ſame, a juſt and true account of all ſuch ſum and ſums of money, as ſhall be by them or either of them ſo received and gotten in, for or upon the account of the ſale and diſpoſition of all and ſingular the ſaid houſhold goods and other goods, wares and merchandizes, debts, ſum and ſums of money ſo due and owing and belonging to the ſaid *J. M.* together with the times when, and the perſons names to whom ſuch goods are ſold, and for what, and alſo the names of the perſons of whom any goods ſhall be received; and alſo as ſoon as the debts, ſum and ſums of money ſo to be received and gotten in by them the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* as aforeſaid, ſhall amount and extend unto ſufficient to pay five ſhillings in the pound that then the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* upon the requeſt and notice to them given by the other creditors of the ſaid *J. M.* or any ſix or more of them, as aforeſaid, ſhall and will well and truly pay, diſtribute and divide the ſaid five ſhillings in the pound unto and amongſt themſelves the ſaid *T. W. J. A. K.* and *J. H.* and all and every the other creditors of the ſaid *J. M.* who ſhall execute and make due proof as aforeſaid, and ſo from time to time, and at all times hereafter, pay, diſtribute and divide all ſuch money as ſhall be received and got in by the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* as often as any ſix or more of the ſaid other creditors of the ſaid *J. M.* ſhall deſire and demand the ſame, unto and amongſt themſelves and all and every of the other creditors of the ſaid *J. M.* as aforeſaid, ſhare and ſhare alike, according to the proportion of the ſeveral and reſpective debts; And that they the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* ſhall and will from time to time, and at all times, uſe their utmoſt endeavours in ſelling and diſpoſing of all the ſaid houſhold goods and other goods wares and merchandizes, at and for the beſt rates and prices that can be had and gotten for the ſame; and alſo that they the ſaid *T. W. J. A. K.* and *J. H.* their executors, *&c.* ſhall and will do all things faithfully and juſtly, according to the beſt of their power, ſkill and knowledge, in the execution of the truſt hereby in them repoſed; And all the ſaid creditors, parties to theſe preſents, for the conſiderations aforeſaid, and for other good and charitable cauſe and conſiderations them hereunto eſpecially moving, Do for themſelves ſeverally and reſpectively, and not jointly, and for their ſeveral and reſpective executors, adminiſtrators, partners and aſſigns, and not for the others act, or the act of the executor or adminiſtrator of the other of them, covenant, promiſe and agree to and with the ſaid *J. M.* his executors and adminiſtrators, and every of them by theſe preſents, that neither they the ſaid creditors, parties to theſe preſents, nor their executors, adminiſtrators, partners or aſſigns, or any of them, ſhall or will in any manner or wiſe, ſue, arreſt, impriſon, implead or proſecute him the ſaid *J. M.* his executors or adminiſtrators, his or their goods and chattles, lands and tenements, or any of them, for, or upon account of any debt or ſum of money now due and owing unto them, any or either of them; and in caſe any or either of the ſaid creditors, parties to theſe preſents, their executors, adminiſtrators, partners or aſſigns, ſhall ſue, arreſt, impriſon, implead or proſecute the ſaid *J. M.* his executors or adminiſtrators, or any or either of them, or his and their goods and chattles, lands and tenements, for any ſuch debt now due and owing from the ſaid *J. M.* as aforeſaid, that then theſe preſents ſhall be a ſufficient releaſe and diſcharge to all intents and purpoſes, both at law and in equity, to and for the ſaid *J. M.* his executors and adminiſtrators, and he and they, and his and their goods and chattles lands and tenements, and every of them, ſhall and be and are hereby acquitted, releaſed and diſcharged, againſt them the ſaid creditors, and every of them, their and every of their executors, adminiſtrators, partners and aſſigns, who ſhall ſo ſue, arreſt, impriſon, implead or proſecute the ſaid *J. M.* his executors or adminiſtrators, contrary to the true intent and meaning of theſe preſents, and as ſuch ſhall and may be pleaded in bar by him the ſaid *J. M.* his executors and adminiſtrators. And laſtly, the ſaid *T. W. J. A. K.* and *J. H.* do for themſelves their heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *J. M.* his executors and adminiſtrators, that as ſoon as they have ſold and diſpoſed of ſufficient of the houſehold goods, and other goods, wares, Merchandiſes and effects, hereby bargained and ſold, and collected in, and received money ſufficient for the ſeveral Perſons hereunder mentioned in the ſchedule annexed, to pay and ſatisfy all ſuch overplus monies to be by them ſo received, unto the ſaid *J. M.* his executors, adminiſtrators and aſſigns. In witneſs, &c.

and pay and diſtribute the money as received;

and endeavour to ſell goods, &c. to the beſt advantage.

Creditors covenant not to arreſt, &c. the aſſigner.

Surplus to be paid to the aſſigner.

*(Wilbraham.)*

## *Aſſignment of Leaſehold Premiſes as a further Security for Money recovered by Bail againſt the Aſſigner by a Judgment on a Bond of Indemnity, the Bail being damnified.*

Recital as to a chattle leaſe for 99 years, if three lives ſo long live.

THIS Indenture, made, *&c.* Between *F. R.* of, *&c.* (daughter of *B. R.* of, *&c.*) of the one part, and *W. L.* of, *&c.* of the other part. Whereas Sir *W. C.* of, *&c.* Bart. by his indenture of leaſe bearing date on or about the 14th of, *&c.* in conſideration of the ſum of ——— therein mentioned to be to him paid by *J. W.* of, *&c.* did demiſe, leaſe, grant, limit and appoint unto the ſaid *J. W. &c. All* that, *&c.* (*Except* as therein is excepted) *To hold* the ſaid premiſes (except as aforeſaid) unto the ſaid *J. W.* his executors, *&c.* from, *&c.* for and during the full and whole term of ninety-nine years, fully to be complete and ended, if *J. W.* ſon of *J. W. &c. A. B.* and *C.* or any or either of them ſhould ſo long live, *At* the yearly rent of ——— payable quarterly, and under divers covenants and agreements in the ſaid recited leaſe reſerved and contained, on the leſſee's part to be paid and performed in ſuch manner as therein mentioned: And whereas by indenture of truſt or defeaſance, bearing date on or about the fifteenth of, *&c.* and made between the ſaid *F. R.* and *B. R.* of the one part, and the ſaid *J. W.* (the father) of the other part, (reciting therein the herein before recited leaſe) and further reciting, that the ſaid *J. W.* (party thereto) had before the granting of the ſaid leaſe contracted and agreed with the ſaid *F. R.* for the purchaſe of an annuity of thirty-pounds, clear of all rates *&c.* by and out of the ſaid meſſuage, *&c.* payable quarterly, from, *&c.* then laſt paſt, for and during ſo many years of the ſaid term of ninety-nine years as the ſaid *J. W.* the ſon ſhould live, for the ſum of —— payable as therein and herein after mentioned; and that the aforeſaid leaſe was granted to the ſaid *J. W.* the father, (by the direction and conſent of the ſaid *F. R*, for the better ſecuring the effectual payment of the ſaid annuity of thirty pounds, clear of all rates and taxes as aforeſaid) *It is witneſſed*, that in conſideration of the ſum of two hundred pounds therein paid to the ſaid *F. B.* by the ſaid *J. W.* the father, which ſum, together with the therein before mentioned ſum of ninety-five pounds, paid by the ſaid *J. W.* to the ſaid Sir *W. C.* as the conſideration for

Deed of truſt or defeaſance, (reciting the leaſe and agreement for the purchaſe of an annuity of 30l.) whereby ſaid annuity is to be paid, &c.

for granting of the ſaid leaſe, (making together the ſaid ſum of ———) is therein mentioned to be in full for the purchaſe of the ſaid annuity: And it is by the ſaid indenture concluded, granted, ſignified, declared and agreed upon by and between the ſaid *J. W.* and *F. B.* that the aforeſaid leaſe was ſo granted to and taken by the ſaid *J. W.* his executors and aſſigns, in truſt, and to the intents and purpoſes therein and herein after expreſſed, and to and for no other truſt, intent or purpoſe whatſoever, *viz. In truſt*, and to the intent and purpoſe that the ſaid *J. W.* his executors and aſſigns, ſhould in the firſt place raiſe and levy out of the rents, iſſues and profits of the ſaid leaſed premiſes, to and for his and their own uſe and benefit, one annuity, *&c.* to be paid to him and them quarterly, from, *&c.* for and during ſo many years of the ſaid term of ninety-nine years as he the ſaid *J. W.* the ſon ſhould happen to live; the firſt payment thereof to begin and be made on ——— then next enſuing, free and clear of and from all rates, taxes, reparations, and all other out-goings and payments whatſoever for or on account of the ſame premiſes; and from and after raiſing and paying of the ſaid annuity in manner as aforeſaid, and ſubject thereunto, then *In truſt* to pay to, or permit and ſuffer her the ſaid *F. R.* her executors and aſſigns, to receive and take all the clear ſurplrs of the rents, iſſues and profits of the ſaid premiſes, to her and their own uſe and benefit, for and during ſo many years of the ſaid term as he the ſaid *J. W.* the ſon ſhould happen to live; and from and after the deceaſe of the ſame *J. W.* in caſe he ſhould happen to die during the ſaid term of ninety-nine years, then *In truſt* that he the ſaid *J. W.* party thereto, his executors, adminiſtrators and aſſigns, ſhould convey and aſſign all the then reſidue of the ſaid term of ninety-nine years unto the ſaid *F. B.* her executors, adminiſtrators and aſſigns, to and for her and their own uſe and benefit; any thing in the ſaid indentures contained to the contrary thereof in any wiſe notwithſtanding, as in and by the ſeveral in part recited indentures, relation, *&c.* **And whereas** the ſaid meſſuage, *&c.* are now let to *S. S.* of, *&c.* for a certain term of years, at and under the yearly rent of two pounds fifteen ſhillings or thereabout: **And whereas** the ſaid *W. L.* at the ſpecial inſtance and requeſt of the ſaid *B. R.* and of ——— his ſon, became bail for the ſaid *B. R.* at the ſuit of *R.* in an action of debt for the ſum of two hundred pounds, or ſome ſuch ſum, in his Majeſty's Court of K. B. at W. in which action the ſaid *R.* obtained judgment againſt the ſaid *B. R.* and the ſaid *B. R.* not ſatisfying the ſaid judgment, nor ſurrendering in diſcharge of his bail, by means whereof the ſaid *W. L.* as bail for the ſaid *B. R.* in the ſaid action, was compelled to pay, and did on or about ——— actually and *bona fide* advance and pay to the ſaid *R.* the full ſum of ———, being what remained due on the ſaid judgment: **And whereas** the ſaid *B. R.* on ——— was juſtly indebted to the ſaid *W. L.* in the full ſum of ———, and for ſecuring payment thereof he the ſaid *B. R.* and the ſaid *C.* his ſon, by their bond or obligation bearing date on about ——— became bound to the ſaid *W. L.* in the penal ſum of two hundred pounds, with a condition thereunder written for indemnifying the ſaid *W. L.* for and upon account of his becoming bail for the ſaid *B. R.* **And whereas** the ſaid *W. L.* being damnified as aforeſaid, did on or about the ——— cauſe the ſaid *C.* to be arreſted in an action brought againſt him by the ſaid *W. L.* for the penalty of the ſaid bond; and thereupon the ſaid *C.* and the ſaid *F. R.* his ſiſter agreed to confeſs a judgment to the ſaid *W. L.* for the ſum of two hundred pounds, beſides coſts of ſuit, for and as a ſecurity for ſecuring to the ſaid *W. L.* the payment of the ſaid ſixty-ſeven pounds by him paid or ſecured to be paid to the ſaid *R.* as aforeſaid, and alſo the ſaid ſum of ——— (the debt) with intereſt thereof, due from the ſaid *B. R.* to the ſaid *W. L.* as aforeſaid; as alſo the coſts of ſuit in the ſaid action againſt the ſaid *C.* with intereſt; and they the ſaid *C.* and *F. R.* on or about ——— duly executed a warrant of attorney to confeſs ſuch judgment, and the ſaid *C.* was thereon diſcharged of the ſaid action: **And whereas** a judgment was accordingly obtained and entered up againſt them the ſaid *C.* and *F. R.* at the ſuit of the ſaid *W. L.* for the ſaid ſum of two hundred pounds, beſides coſts of ſuit, in his Majeſty's Court of K. B. at W. as of H. term now laſt paſt, as by the record thereof, relation being thereto had, may more fully appear: **And whereas** on the date hereof there is juſtly and *bona fide* due and owing to the ſaid *W. L.* on the ſaid judgment, for principal money, intereſt and coſts, in the whole the full ſum of one hundred and nineteen pounds. **Now this Indenture witneſſeth,** that for the further and better ſecuring the payment of the ſaid ſum of one hundred and nineteen pounds and intereſt unto the ſaid *W. L.* his executors, *&c.* and for five ſhillings paid to *F. R.* by ſaid *W. L.* ſhe the ſaid *F. R.* grants, bargains and ſells to the ſaid *W. L.* his executors, *&c.* **All that** the ſaid herein before mentioned meſſuage or tenement, lands, hereditaments, and all and ſingular other the premiſes which in and by the ſaid recited indenture of leaſe were demiſed, or meant or intended to be demiſed to the ſaid *J. W.* in manner as aforeſaid, *cum pertinen'*, and the reverſion, *&c.* and all the eſtate, right, title, intereſt, uſe, truſt, property, term and terms of years, claim and demand whatſoever, either at law or in equity, of her the ſaid *F. R.* or of any perſon or perſons in truſt for her, or to or for her uſe or benefit of, in, to or out of the ſaid hereby aſſigned premiſes, or any part or parcel thereof, by virtue of the ſaid recited indentures, or either of them, together with the ſaid indenture of leaſe, and the ſaid indenture of truſt or defeaſance; **To hold** the ſaid meſſuage, *&c.* and all and ſingular other the hereby aſſigned, or meant or intended to be hereby aſſigned premiſes, with the appurtenances, unto the ſaid *W. L.* his executors, *&c.* from henceforth, for and during all the reſt and reſidue of the ſaid term of ninety-nine years, now to come and unexpired, if they the ſaid *J. W.* the ſon, *B.* and *C.* or any or either of them, ſhall ſo long live, and that in as full, large, ample and beneficial manner, as ſhe the ſaid *F. B.* would or might have held, received or enjoyed the ſame, in caſe theſe preſents had not been made; **Subject nevertheleſs** in the firſt place to the payment of the ſaid yearly rent of eighteen ſhillings, and to the covenants and agreements in the ſaid recited leaſe reſerved and contained, and which from henceforth on the leſſee's part are to be paid and performed; and alſo ſubject to the payment of the ſaid annuity of thirty pounds *per annum*, clear of all taxes and deductions whatſoever, unto the ſaid *J. W.* the father, and his aſſigns, during the natural life of the ſaid *J. W.* the ſon, in manner as aforeſaid, and ſubject to the proviſo herein after mentioned touching the redemption of the ſaid premiſes: and for the more effectual ſecuring payment of the ſaid ſum of one hundred and nineteen pounds, and the intereſt thereof, unto the ſaid *W. L.* his executors, *&c.* the ſaid *F. R.* doth hereby direct and appoint the ſaid *J. W.* the father, his executors, *&c.* (after deducting out of the ſaid yearly rent of fifty-five pounds the ſaid annuity of thirty ſhillings ſo payable to him in manner as aforeſaid, and all taxes and charges touching the ſame; and alſo of the ſaid yearly rent of eighteen ſhillings ſo reſerved to the leſſor of the premiſes as aforeſaid) to pay all the ſurplus of the ſaid yearly rent of fifty-five pounds, and all and every other rent and rents due or to grow due for the ſaid premiſes, or any part or parts thereof, unto the ſaid *W. L.* his executors, *&c.* from henceforth

As to premiſes being let.

As to L. becoming bail.

As to a debt due from B. R. to L.

As to warrant of attorney given, and a judgment obtained thereon by L.

As to what due to L. for principal, intereſt and coſts.

Conſideration.

Aſſignment.

Habendum.

Subject, &c.

Direction.

for and during and until ſuch time only as the ſaid principal ſum of one hundred and nineteen pounds, together with legal intereſt for the ſame, and all coſts and charges touching the recovering and receiving thereof, ſhall be to him and them fully paid and ſatisfied; and that the receipts of him the ſaid *W. L.* his executors, *&c.* during the time aforeſaid, for all ſuch ſurplus rent or other rent, ſhall be as good, effectual and ſufficient diſcharges to the ſaid *J. W.* and to all other perſons who are or ſhall be liable to pay the ſame. **Provided always**, and it is hereby agreed and declared by and between the parties hereto, and the true intent and meaning of them, and of theſe preſents is, that if the ſaid *F. R.* her executors, *&c.* ſhall and do well and truly pay or cauſe to be paid unto the ſaid *W. L.* his executors, *&c.* the ſaid ſum of one hundred and nineteen pounds of, *&c.* together with legal intereſt for the ſame, on ——— without making any deduction or abatement whatſoever, either for taxes parliamentary, or otherwiſe howſoever, then and from thenceforth the aſſignment hereby made, and every article, matter and thing herein contained, ſhall from thenceforth ceaſe, determine, and be abſolutely void and of none effect; and that then alſo he the ſaid *W. L.* his executors, *&c.* ſhall deliver up to the ſaid *F. R.* her executors, *&c.* the ſaid recited deed of truſt, executed by the ſaid *J. W.* the father, ſafe, whole and uncancelled, (caſualty of fire excepted) and ſhall then alſo deliver up to her or them the ſaid recited bond to be cancelled, and ſhall then alſo acknowledge ſatisfaction upon the record of the ſaid judgment ſo obtained by the ſaid *W. L.* as aforeſaid; this indenture or any thing, *&c.* notwithſtanding. **And the ſaid** *F. R.* for herſelf, her executors and adminiſtrators, and every of them, doth covenant, *&c.* to and with, *&c.* that the ſaid *F. R.* her, *&c.* ſhall and will well and truly pay, *&c.* unto the ſaid *W. L.* his, *&c.* the ſaid ſum of one hundred and nineteen pounds, with the intereſt thereof, on the day, and in ſuch manner as the ſame in and by the above mentioned proviſo is appointed to be paid, according to the true intent and meaning thereof, and of theſe preſents. **And**, *&c.* *(Done no act*, &c. *Quiet enjoyment on default, and for further aſſurance, ſee before, and Tit.* **Covenants.)** **In Witneſs**, *&c.*

Proviſo that if the money be paid, this deed to be void.

Aſſignee covenants, viz. to pay the money.

*(Wood.)*

## *An Aſſignment of a Term of Five hundred Years to attend the Inheritance, where the Eſtate is ſold in Parcels.*

**THIS Indenture of four Parts**, made the twentieth day of November, in the nineteenth year of the reign of our ſovereign Lord King George the Third, and in the year of our Lord one thouſand ſeven hundred and ſeventy-eight, **Between** Sir *G. C.* of, *&c.* of the firſt part, *H. E.* of the ſecond part, *J. H.* of, *&c.* and *J. B.* of, *&c.* of the third part, and *J. G.* of, *&c.* of the fourth part: **Whereas** by indenture bearing date on or about the ——— day of ———, which was in the year of our Lord one thouſand ſeven hundred and ———, and made or mentioned to be made between the ſaid Sir *J. C.* of the one part, and Sir *J. H.* Knight, late Lord Chief Juſtice of the Court of King's Bench, deceaſed, of the other part, he the ſaid Sir *J. C.* for the conſiderations therein mentioned and expreſſed, **Did** grant, bargain, ſell and demiſe unto the ſaid Sir *J. H.* his executors, adminiſtrators and aſſigns, **All that**, *&c.* **And** the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits of the ſaid premiſes, **And all** the eſtate, right, title, intereſt, uſe, truſt, benefit, poſſeſſion, property, claim and demand whatſoever, of him the ſaid Sir *J. C.* in and to the ſame, *To hold* the ſaid manor, meſſuages, granges, farms, lands, tenements, hereditaments, and premiſes, unto the ſaid Sir *J. H.* his executors, adminiſtrators and aſſigns, for and during the term of five hundred years, from the day before the date of the ſaid indenture, for ſecuring the payment of, *&c.* and intereſt to the ſaid Sir *J. H.* **And whereas** the ſaid manor, meſſuages, granges, farms, lands, tenements, hereditaments and premiſes, are by ſeveral *meſne* aſſignments, legally come to, and veſted in the ſaid *H. E.* for the remainder of the ſaid term of five hundred years, for ſecuring the payment of, *&c.* and intereſt to the ſaid *H. E.* **And whereas** all intereſt for the ſaid ſum of, *&c.* hath been fully paid and ſatisfied to the day of the date of theſe preſents: **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of, *&c.* to the ſaid *H. E.* by the direction of the ſaid Sir *J. C.* well and truly in hand paid by the ſaid *J. H.* at and before the ſealing and delivery hereof, and of the ſum of five ſhillings of like lawful money of Great Britain, to the ſaid *H. E.* well and truly in hand paid by the ſaid *J. G.* (the receipts of which ſaid reſpective ſums of ——— and five ſhillings are hereby acknowledged,) **He** the ſaid *H. E.* (by the direction and appointment of the ſaid *J. H.* and *J. B.* teſtified by their being made parties to, and ſigning and ſealing theſe preſents,) **Hath** bargained and ſold, aſſigned and ſet over, and by theſe preſents **Doth** bargain, ſell, aſſign and ſet over unto the ſaid *J. G.* his executors, adminiſtrators and aſſigns, **All that** the ſaid manor, meſſuages, grange, farms, lands, tenements, hereditaments and premiſes herein before-mentioned, and ſo by *meſne* aſſignments come to, and veſted in the ſaid *H. E.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes, and all the eſtate, right, title, intereſt, term of years yet to come and unexpired, property, claim and demand whatſoever, of him the ſaid premiſes, and every part and parcel thereof, **To have and to hold** the ſaid manor, meſſuages, grange, farms, lands, tenements, hereditaments, and premiſes, with their and every of their appurtenances, unto the ſaid *J. G.* his executors, adminiſtrators and aſſigns, for and during all the reſt, reſidue of the ſaid term of five hundred years yet to come and unexpired, on the truſts and confidences, and to the ends, intents and purpoſes herein after mentioned, expreſſed and declared, *(that is to ſay)* **As** *for and concerning* **All thoſe** eleven pieces or parcels of marſh land, being part of the ſaid mortgaged premiſes, lying in the ſaid pariſh of, *&c.* containing one hundred and ten acres, now in the tenure of, *&c.* and, *&c.* or one of them, their or one of their aſſigns, or undertenants; **In Truſt** for the ſaid *J. B.* his heirs and aſſigns, who hath purchaſed the ſaid reverſion and inheritance of the ſaid one hundred and ten acres of marſh land of the ſaid Sir *J. C.* **And** to the intent the ſaid term of five hundred years, as to the ſaid premiſes ſo purchaſed by the ſaid *J. B.* may not be merged, but may be kept on foot to wait on the reverſion of the ſaid premiſes by him ſo purchaſed, as aforeſaid; **And** *as for, touching and concerning* **The manor** of *L.* the ſaid farm called *G.* **And** all other the lands, tenements, and hereditaments hereby granted or aſſigned, or intended ſo to be, (except the ſaid one hundred and ten acres purchaſed by the ſaid *J. B.* as aforeſaid;) **In Truſt** for the ſole uſe and

Parties.

Recital of mortgage.

Parcels.

That premiſes are legally veſted in mortgagee.

That all intereſt has been paid Conſideration.

Direction.

Aſſignment.

Parcels,

Habendum.

Truſts.

As to part of premiſes.

In truſt for one of the purchaſers

to keep term on foot.

As to other part.

In truſt for another purchaſer.

and benefit of the ſaid *J. H.* his heirs and aſſigns, who hath purchaſed the freehold and inheritance of the ſaid manor and other the premiſes, (except the ſaid one hundred and ten acres;) **And** to the intent and purpoſe that the ſaid term of five hundred years may not be merged and drowned, but may wait and attend on the ſame, and ſuch diſpoſition as the ſaid *J. H.* his heirs and aſſigns ſhall make thereof; **And the ſaid** *H. E.* for himſelf, his heirs, executors and adminiſtrators, and every of them doth covenant, promiſe and grant, to and with the ſaid *J. G.* his executors, adminiſtrators, and aſſigns, by theſe preſents, **That** he the ſaid *H. E.* hath not at any time heretofore done, committed, or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the ſaid hereby aſſigned premiſes, or any part or parcel thereof, is, are, or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **In witneſs,** *&c.*

to attend the inheritance.

Covenant

that no act has been done to incumber.

*(Pigott.)*

## *Aſſignment of a Copy-right in Books.*

**THIS Indenture,** made, *&c.* **Between** *John Lloyd* of, *&c.* Gentleman, of the one part, and *Charles White* of, *&c.* Bookſeller, of the other part. **Whereas** the ſaid *J. L.* hath written and compiled a book, intitled, *&c.* **Now this Indenture witneſſeth,** that the ſaid *J. L.* for and in conſideration of the ſum of, *&c.* to him in hand paid by the ſaid *C. W.* the receipt, *&c.* **hath** bagained, ſold and aſſigned, and by theſe preſents **Doth,** *&c.* unto the ſaid *C. W.* **All** that the ſaid book, and all his copy-right, title, intereſt, property, claim and demand whatſoever of, in and to the ſame; **To have and to hold** the ſaid book, copy-right, and all the profit, benefit and advantage that ſhall or may ariſe by and from printing, reprinting and vending the ſame, unto the ſaid *C. W.* his executors, adminiſtrators and aſſigns for ever. **Provided always nevertheleſs,** and theſe preſents are upon this expreſs condition, that the number to be printed of the firſt and each and every other edition or impreſſion of the ſaid book, ſhall not exceed ———, and that the ſaid *C. W.* his, *&c.* ſhall and will pay unto the ſaid *J. L.* his executors, adminiſtrators and aſſigns, the further ſum and ſums of ——— for, at and upon the reprinting or making a ſecond and each and every other future and further edition or impreſſion that ſhall or may be of the ſaid book, for and towards a further reward and ſatisfaction to the ſaid *J. L.* for his writing and compiling the ſame; the ſaid payments to be made before the publication of the ſaid ſeveral impreſſions or editions (after the firſt) and ſale of the ſame, or any part thereof, by the ſaid *C. W.* his, *&c.* or any of them, or by any other perſon or perſons by, for or under them, or any of them. **And the ſaid** *C. W.* for himſelf, his, *&c.* **Doth** covenant, promiſe and agree, to and with the ſaid *J. L.* his executors, adminiſtrators and aſſigns, that he the ſaid *C. W.* his, *&c.* ſhall and will pay or cauſe to be paid to the ſaid *J. L.* his executors, adminiſtrators and aſſigns, the ſaid reſpective ſum and ſums of ——— at and upon the reprinting, and before the publication and ſale of the ſaid ſecond and every other future and further edition and impreſſion that ſhall or may be made of the ſaid book, according to the proviſo aforeſaid, and the true intent and meaning of theſe preſents. **In Witneſs,** &c.

Aſſignment.

Habendum.

Proviſo.

Covenant.

*An Aſſignment of two Church Leaſes, the Aſſigners to take the Profits and procure Renewals during their Lives, with Survivorſhip. On their Neglect to procure Renewals, the* Ceſtuy que Truſt *of the Aſſignee may.*

**THIS Indenture tripartite,** made the ſixteenth day of November, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Anne Aſton, Bethia Aſton* and *Catherine Aſton* of, *&c.* ſpinſters, of the firſt part, *Daniel Denne,* Citizen and Goldſmith of London, of the ſecond part, and *Edmund Evans* of, *&c.* Doctor in Phyſic, of the third part. **Whereas** the Right Reverend Father in God *W.* by Divine Providence Lord Biſhop of G. by indenture bearing date the ninth day of April, which was in the year of our Lord 1778, and made or mentioned to be made between him the ſaid Lord Biſhop of the one part, and the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton,* of the other part, for the conſiderations therein mentioned, did for him and his ſucceſſors grant, and to farm let, unto the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton,* their executors, adminiſtrators and aſſigns, **All that** his rectory and parſonage of Feldon in the county of Hants, together with the glebe lands to the ſame belonging, containing by eſtimation fourteen acres, (be the ſame more or leſs,) and all rents, profits and commodities thereunto in any wiſe appertaining and belonging; **And alſo** all the tithes of Goudon and Haiter, (except as in the ſame indenture is mentioned to be excepted); **To hold** unto the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton,* their executors, adminiſtrators and aſſigns, from the twenty-fourth day of March then laſt paſt, for the term of twenty-one years, **At and under** the yearly rent of fifteen pounds, payable quarterly as therein is mentioned, as by the ſaid recited indenture, relation being thereunto had, may (among divers covenants and agreements therein contained) more fully and at large appear. **And whereas** the Dean and Chapter of the cathedral church of W. by indenture under their common ſeal, bearing date the ſeventeenth day of November, which was in the year of our Lord 1778, and made or mentioned to be made between the ſaid Dean and Chapter of the one part, and the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton* of the other part, for the conſideration therein mentioned, **Did** with their common aſſent and conſent demiſe, grant, and to farm let unto the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton,* **All that** the ſaid Dean and Chapter's ſcite and curtilage of their manor of Feldon in the ſaid county of G. **With all** houſes, barns, ſtables, courts, yards and gardens there, **And all** lands, meadows, paſtures and marſhes of the ſaid Dean and Chapter in Feldon, aforeſaid, long ſince inned, with the windmill there, **And** certain lands called Falls, with all and ſingular the appurtenances (except as in the ſame indenture is mentioned to be excepted); **To hold** the ſaid laſt mentioned premiſes, with the appurtenances, unto the ſaid *Anne Aſton, Bethia Aſton* and *Catherine Aſton,* their executors, adminiſtrators and aſſigns, from the feaſt of St. Michael laſt paſt before the date thereof, for the term of twenty-one years, **At and under** the yearly rent of fifty pounds, payable at the feaſts of St. Michael the Archangel, and the Annunciation of the bleſſed Virgin Mary, or within four days next after each of the ſaid feaſts, by even portions to be paid

A Biſhop's leaſe recited,

made to the aſſigners.

Parcels.

Habendum.

Reddendum.

And a dean and chapter leaſe made to the aſſigners.

Habendum.

Reddendum.

paid without any demand to be made for the ſame, free and clear of all marſh land-ſcots, watering-ſcots, and all other taxes and burthens, ordinary and extraordinary whatſoever, as by the ſaid laſt recited indenture, relation being thereunto had, may (among divers covenants and agreements therein contained) more fully and at large appear. **And whereas** the ſaid *Edmund Evans* hath contracted and agreed with the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, for the abſolute purchaſe of their and every of their eſtate, right, title and intereſt of, in and to the ſaid rectory and parſonage, glebe lands, tithes, ſcite and curtilage, lands, tenements, and other the premiſes in and by the ſaid recited indentures of leaſe, or either of them granted, or mentioned to be granted as aforeſaid, ſubject to the truſts herein after mentioned, for the benefit of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the ſurvivors and ſurvivor of them, for their lives, and the life of the longeſt liver of them, of and in the ſame premiſes, for the ſum or price of two thouſand five hundred pounds of lawful money of Great Britain. **Now this Indenture witneſſeth**, that in purſuance of the ſaid recited agreement, and for and in conſideration of the ſum of two thouſand five hundred pounds of lawful money of Great Britain to the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* in hand paid by the ſaid *Edmund Evans*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof they do hereby acknowledge, and thereof and of every part thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *Edmund Evans*, his executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents;) **And** for and in conſideation of the ſum of five ſhillings of like money to them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* in hand paid by the ſaid *Daniel Denne*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **They** the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, (by the direction and appointment of the ſaid *Edmund Evans*, teſtified by his being a party to, and his ſealing and delivery of theſe preſents,) **have**, and each and every of them **hath** granted, bargained, ſold, aſſigned, transferred and ſet over; **And** by theſe preſents **do**, and each and every of them **doth** grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, **All and every** the ſaid rectory and parſonage, glebe lands, tithes, ſcite, curtilage, lands, tenements, and other the premiſes in and by the ſaid indentures of leaſe, or either of them granted, or mentioned or intended to be granted as aforeſaid, with their and every of their rights, members and appurtenances; **And** the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; **And all** the eſtate, right, title, intereſt, term and terms for years yet to come and unexpired, benefit and right of renewal, truſt, property, claim and demand whatſoever, both in law and equity, of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and of each and every or any of them, of, in, to or out of the ſaid rectory and parſonage, glebe lands, tithes, ſcite, curtilage, lands, and other the premiſes, or any of them, or any part or parcel thereof, by force or virtue of the ſaid recited indentures of leaſe, or either of them, or otherwiſe howſoever, together with the ſame indentures; **To have and to hold** the ſaid rectory and parſonage, glebe lands, tithes, ſcite, curtilage, lands, tenements, **And** all and ſingular other the premiſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *Daniel Denne* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue, and remainder yet to come and unexpired of the ſaid ſeveral and reſpective terms of twenty-one years, and twenty-one years therein reſpectively (**Subject** to the rents and covenants in and by the ſaid two ſeveral recited indentures of leaſe reſpectively reſerved and contained) **Upon ſuch truſts nevertheleſs**, and to and for ſuch intents and purpoſes, and ſubject to ſuch agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; *(that is to ſay)* **In truſt** that he the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, ſhall and do permit and ſuffer the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the ſurvivors and ſurvivor of them, during ſo much and ſo long time of the ſaid ſeveral and reſpective terms of twenty-one years, and twenty-one years, and of all ſuch further and other term or terms for years as ſhall at any time or times hereafter be renewed, taken or obtained of the ſaid premiſes reſpectively, in purſuance of the covenant herein after for that purpoſe contained, as they or any of them ſhall happen to live, to receive and take the rents, iſſues and profits thereof, and of every part thereof, to and for her and their own uſe and benefit, **They** the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the ſurvivors and ſurvivor of them during ſuch time, paying the rents, and performing the covenants in and by the ſaid original indentures of leaſe reſerved and contained, and all taxes and charges concerning the premiſes; **And** from and after the ſeveral deceaſes of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the deceaſe of the ſurvivor of them, **Then** as to the ſaid rectory, parſonage, glebe lands, tithes, ſcite, lands, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their apputenances, **In truſt** for, and for the only benefit of him the ſaid *Edmund Evans*, his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid ſeveral and reſpective terms for twenty-one years, and twenty-one years therein reſpectively, and of all ſuch further and other term or terms for years as ſhall at any time or times hereafter be renewed, taken or obtained of the ſame premiſes reſpectively, in purſuance of the covenant herein after for that purpoſe contained; **And the ſaid** *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, for the conſiderations aforeſaid, **Do** hereby for themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edmund Evans*, his executors, adminiſtrators and aſſigns, that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the ſurvivors and ſurvivor of them, ſhall and will at their, or ſome or one of their own proper coſts and charges, from time to time during their reſpective lives, and the life and lives of the ſurvivors and ſurvivor of them, at the uſual and accuſtomed times for that purpoſe, cauſe and procure, or do their utmoſt endeavour to procure new leaſes to be taken and obtained in the name of the ſaid *Daniel Denne*, his executors or adminiſtrators, of all and every the ſaid hereby, or mentioned to be hereby aſſigned premiſes with their appurtenances, for the reſpective terms of twenty-one years of and in the ſame premiſes reſpectively, and at and under the like rents and covenants as the ſame premiſes are now reſpectively held by, ſo that at the time of the deceaſe of the ſurvivor of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, there ſhall be at leaſt ſixteen years to come in the leaſe held of the Dean and Chapter, and thirteen years in the leaſe of the ſaid Biſhop of the then current leaſes of the premiſes reſpectively; **And alſo** that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the ſurvivors and ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, ſhall and will from time to time bear, ſatisfy and pay all fines and other incident

Agreement for the aſſignment of both recited,

ſubject to truſts for the benefit of the aſſigner.

The conſideration,

and aſſignment to a truſtee, by direction of the purchaſer.

Premiſes.

Habendum

for reſidue of terms

upon truſt to permit the aſſigners and the ſurvivor

to take the profits.

they paying the rents, &c. and after their deaths, then in truſt for the purchaſer.

The aſſigners covenant to procure renewals during their lives.

incident charges of and for ſuch renewals. **And it is hereby declared and agreed** by and between all the ſaid parties to theſe preſents, in manner following; *(that is to ſay)* that the ſaid *Daniel Denne*, his executors or adminiſtrators, ſhall and will from time to time as often as he or they ſhall be requeſted ſo to do, ſurrender, or cauſe to be ſurrendered the reſpective leaſes then being of and in the premiſes reſpectively, in order that the ſame may be from time to time renewed in manner as aforeſaid; **All which** new leaſes hereafter to be taken of the premiſes reſpectively, or of any part or parts thereof, ſhall from time to time remain, continue, and be ſubject and liable to the like truſts as herein before declared, of and concerning the hereby mentioned to be hereby aſſigned terms for years therein reſpectively. **And further**, that in caſe the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* or the ſurvivors or ſurvivor of them, ſhall at any time or times hereafter neglect or refuſe (by the ſpace of one year next after ſuch uſual term is of renewal) to procure or do her or their utmoſt endeavour to procure ſuch new leaſe or leaſes as aforeſaid, to be taken and obtained of the premiſes reſpectively, then and in ſuch caſe, and ſo often, it ſhall and may be lawful to and for the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, by and out of the rents, iſſues and profits of the ſaid premiſes, or any part thereof, or by ſuch other ways or means as to the ſaid *Edmund Evans*, his executors, adminiſtrators or aſſigns, or any of them, ſhall ſeem meet, from time to time to cauſe and procure ſuch new leaſe or leaſes as aforeſaid to be taken and obtained of the ſaid premiſes reſpectively, or of any part or parts thereof, and ſo from time to time, and as often as there ſhall be occaſion ſo to do by reaſon of ſuch neglect or refuſal as aforeſaid, **Any** thing herein contained to the contrary thereof notwithſtanding. **And the ſaid** *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* do hereby for themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns in manner following; *(that is to ſay,)* That (for and notwithſtanding any act, matter or thing by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, done committed, or wittingly or willingly ſuffered to the contrary) the ſaid recited indentures of leaſe are good and ſufficient demiſes, and leaſes valid in the law, of and for the ſaid rectory, parſonage, glebe lands, tithes, ſcite, lands, tenements, and other the premiſes mentioned or intended to be hereby aſſigned as aforeſaid, not forfeited, ſurrendered, or any ways avoided or avoidable. **And alſo** that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or ſome or one of them (for and notwithſtanding any ſuch act, matter or thing as aforeſaid) have or hath in themſelves, or ſome or one of them, good right, full power, and lawful and abſolute authority to grant, bargain, ſell and aſſign **The** ſaid rectory, parſonage, glebe lands, tithes, ſcite, lands, and other the premiſes, with their appurtenances, unto the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, for all the reſidue yet to come and unexpired of the ſaid ſeveral and reſpective terms of twenty-one years and twenty-one years therein reſpectively; **And further**, that the ſame premiſes, and every part thereof ſhall from time to time, and at all times hereafter, during the continuance of the ſaid ſeveral and reſpective terms of twenty-one years and twenty-one years therein reſpectively, be peaceably and quietly had, held and enjoyed by the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, upon the truſts aforeſaid, without the lawful let, ſuit, trouble, denial, eviction or interruption, of or by the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, their or any of their executors or adminiſtrators, or of or by any other perſon or perſons lawfully claiming or to claim any eſtate, right, title, truſt or intereſt, either in law or equity, of, in, to or out of the hereby aſſigned premiſes, or any of them, or any part thereof, from, by or under, or in truſt for them, or any of them; **And that** free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or ſome or one of them, their or ſome or one of their executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified, of, from and againſt all former and other gifts, grants, bargains, ſales, leaſes, mortgages, aſſignments, and all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, or by any perſon or perſons lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt, either in law or equity, of, in, to or out of the ſame premiſes, or any part thereof, from, by or under, or in truſt for them, or any of them, (**Except** the rents and covenants in the ſaid two ſeveral recited indentures of leaſe reſpectively reſerved and contained, and which from henceforth ſhall become due and payable, and except ſuch under-leaſe or leaſes of the premiſes, or any part or parts thereof, as are now in being, and whereupon the improved yearly rents are reſpectively reſerved, and made payable during the continuance of the ſame reſpective leaſes.) **And moreover**, that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and all and every perſon and perſons claiming or to claim any eſtate, right, title, truſt or intereſt, either in law or equity, of, in, to or out of the premiſes mentioned, or intended to be hereby aſſigned, or any of them, or any part thereof, from by or under, or in truſt for them, or any of them (except the leſſee or leſſees claiming by or under ſuch excepted under-leaſe or leaſes, and their reſpective executors, adminiſtrators and aſſigns, for, and in reſpect only of their excepted terms, eſtates and intereſts) ſhall and will at any time or times hereafter during the reſpective lives of the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, upon every reaſonable requeſt of the ſaid *Edmund Evans*, his executors, adminiſtrators and aſſigns, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable acts, deeds, and things, conveyances, aſſignments and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute aſſigning, aſſuring and conveying of the ſaid rectory, tithes, glebe lands, ſcite, lands, and other the premiſes, with their appurtenances, unto the ſaid *Daniel Denne*, his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſaid ſeveral and reſpective terms of twenty-one years, and twenty-one years therein reſpectively, upon the truſts aforeſaid, as by the ſaid *Edmund Evans*, his executors, adminiſtrators or aſſigns or his or their counſel learned in the law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further aſſurances contain in them no further or larger covenants in extent than are in theſe preſents contained; and ſo as the party or parties who ſhall be deſired or requeſted to make ſuch further aſſurances be not compelled or compellable for making or doing thereof to go or travel above five miles from her or their reſpective dwellings or places of abode. **In witneſs**, &c.

The truſtee to ſurrender for that purpoſe.

New leaſes to be to the ſame truſts.

If the aſſigners neglect to renew within due time.

The truſtee may renew by direction of the purchaſer.

Toties quoties.

The aſſigners covenant that the leaſes are good, &c.

and that they have power to aſſign.

and for quiet enjoyment,

free from incumbrances,

(except rents and covenants),

and to make further aſſurances.

*(Horſeman.)*

*Aſſignment of two Leaſes, one in Poſſeſſion, the other in Reverſion, to indemnify an Obligor on Account of his becoming bound with and for the proper Debt of another.*

THIS Indenture, made, &c. Between *A.* of the one part, and *B.* of the other part. Whereas *C.* of, &c. by his indenture of leaſe bearing date, &c. for the conſideration therein mentioned, *Did* demiſe, &c. unto the ſaid *A.* &c. All that wharf, &c. but with and under ſuch exceptions as therein mentioned and expreſſed of and concerning the ſaid premiſes; To hold the ſaid premiſes unto the ſaid *A.* his executors, &c. for and during the term of —— years, to commence from Lady-day, which will be in the year, &c. (being therein mentioned to be the time of expiration of a former leaſe made of the ſame premiſes granted by —— deceaſed, to —— alſo deceaſed) at and under the yearly rent of —— payable quarterly, in manner as therein mentioned: And whereas the ſaid *C.* by one other indenture of leaſe bearing date the 26th of, &c. (for the conſideration therein mentioned) *Did* demiſe and to farm let unto the ſaid *A.* &c. All that the ſaid wharf, &c. (except as in the indenture of leaſe now reciting is excepted); *To hold* the ſaid premiſes unto the ſaid *A.* his executors, &c. from Lady-day, which will be in the year 17—, (being therein mentioned to be the time when the herein firſt recited indenture of leaſe will expire) for and during the full term of ſeventeen years, at and under the yearly rent of ——, payable, &c. as in and by the ſaid ſeveral in part recited indentures of leaſe, relation, &c. And whereas the ſaid *A.* together with the ſaid *B.* (at the ſpecial inſtance and requeſt, and for and on behalf of the ſaid *A.* and as and for his proper debt) by their bond or obligation bearing date the day next before the day of the date hereof, are and ſtand jointly and ſeverally bound unto *D.* of, &c. in the penal ſum of five hundred pounds, with condition thereunder written, that if they the ſaid *A.* and *B.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do well and truly pay unto the ſaid *D.* his executors, &c. the full ſum of two hundred and fifty pounds of, &c. together with lawful intereſt for the ſame, on the —— day of ——, which will be in the year, &c. then the ſaid obligation to be void, otherwiſe to remain in full force, as by the ſaid bond may appear: Now this Indenture witneſſeth, that for the indemnifying and ſaving harmleſs the ſaid *B.* his heirs, executors and adminiſtrators, of, from and againſt payment of all and every ſum and ſums of money which he or they ſhall or may expend for or on account of his the ſaid *B.*'s being bound with the ſaid *A.* in the ſaid recited bond to the ſaid *D.* and of all coſts and damages to be by him the ſaid *B.* ſuſtained touching the ſame, and as a ſecurity for the ſame, and for and in conſideration of the ſum of five ſhillings to the ſaid *A.* by the ſaid *B.* now paid, &c. he the ſaid *A.* hath bargained, ſold, aſſigned, transferred and ſet over, and by, &c. unto the ſaid *B.* As well the ſaid two ſeveral recited indentures of leaſe, as alſo the ſaid wharf, &c. and all the eſtate, &c. To have, &c. the ſaid indentures of leaſe, wharf, &c. and all and ſingular other the premiſes hereby aſſigned, or mentioned or intended ſo to be, with their and every of their appurtenances, (except as in the ſaid indentures of leaſe are excepted) unto the ſaid *B.* his executors, &c. from henceforth, for and during all the reſt and reſidue of the ſaid term of fifteen years, by the ſaid firſt recited indenture of leaſe granted, which is now to come and unexpired, and for and during the full and whole term of twenty-ſeven years, by the ſaid ſecond recited indenture of leaſe granted, commencing as aforeſaid, and that in as full, &c. *Subject* nevertheleſs to the ſeveral rents, covenants, conditions and agreements in the ſaid recited indentures of leaſe reſerved and contained, and alſo ſubject to the proviſo herein after contained, *viz.* Provided always, and theſe preſents are upon this condition, and it is hereby agreed and declared by and between the parties hereto, and their true intent and meaning is, that in caſe he the ſaid *A.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B.* his executors, adminiſtrators or aſſigns, the ſaid ſum of two hundred and fifty pounds, and the intereſt thereof, on the day, and in manner, and according to the condition of the ſaid recited bond, and in full diſcharge thereof; and alſo in caſe the ſaid *A.* his heirs, executors or adminiſtrators, ſhall and do in the mean time, and at all times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *B.* his heirs, executors and adminiſtrators, and his, their and every of their real and perſonal eſtates, of, from and againſt all and all manner of actions, ſuits, coſts, charges, expences and damages whatſoever, both at law and in equity, which ſhall or may at any time ariſe, fall or happen to him, them, any or either of them, for, by reaſon, means, or on account of his the ſaid *B.*'s entering into, or being ſurety with or bound with the ſaid *A.* in the ſaid bond as aforeſaid; then and from thenceforth the aſſignment hereby made of the ſaid premiſes, and every covenant, matter and thing herein contained, ſhall be void and of no effect, any thing, &c. And the ſaid *A.* for himſelf, &c. doth hereby covenant to and with the ſaid *B.* his, &c. in manner, &c. that he the ſaid *A.* his, &c. ſhall and will well and truly pay, &c. unto the ſaid *D.* his, &c. the ſaid ſum of two hundred and fifty pounds, and the intereſt thereof, according to the true intent and meaning of the condition, and in diſcharge of the ſaid bond; And that he the ſaid *A.* his heirs, executors and adminiſtrators, ſhall and will at all times well and ſufficiently ſave, keep harmleſs and indemnified, the ſaid *B.* his heirs, executors and adminiſtrators, of and from payment of the ſame, in manner as aforeſaid: And further, that he the ſaid *A.* his, &c. (at any time immediately after default by him or them made in payment of the ſaid ſum of two hundred and fifty pounds, and the intereſt thereof, or of any part thereof, to the ſaid *D.* his, &c.) ſhall and will, upon the reaſonable requeſt, &c. make, &c. *(Further aſſurance.)* And laſtly, is is hereby mutually agreed and declared by and between the ſaid parties, that until ſuch time as a breach or failure ſhall be made in the performance of the above written proviſo, it ſhall and may be lawful to and for the ſaid *A.* his executors, &c. peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage, &c.

Recitals of leaſes.

Of a bond.

Conſideration.

Parcels.

Habendum.

Subject, &c.

Proviſo that if the aſſigner pays the money and indemnifies the aſſignee, this aſſignment to be void.

Covenant to pay the money, and indemnify, &c.

Further aſſurance.

Peaceable enjoyment till default.

(*Wood.*)

An

*An Aſſignment of an Annuity (granted by an Incumbent for his Life out of his Rectory, with a Power to diſtrain, and a Demiſe over to a Truſtee) with an Aſſignment of a Bond and Judgment given as a further Security for the Payment, in caſe the Grantor ſhould reſign,* &c.

THIS Indenture made the twentieth day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *A. Bird* of C. in the county of Glouceſter, Eſquire, of the one part, and *C. D.* of P. in the ſame county, Gentleman, of the other part. Whereas by indenture *tripartite*, bearing date the fourteenth day of May laſt, and made or mentioned to be made between the Reverend *E. F.* Rector of L. in the county of ———, Clerk, of the firſt part, the ſaid *A. B.* of the ſecond part, and *G. H.* of, *&c.* Gentleman, of the third part, the ſaid *E. F.* in conſideration of the ſum of ——— pounds therein mentioned to be paid to him by the ſaid *A. B.* did give, grant, bargain, ſell and confirm unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of him the ſaid *E. F.* one annuity or yearly rent or ſum of thirty pounds of lawful money of G. B. to be iſſuing and payable out of All thoſe ——— acres of glebe lands, and all that meſſuage or tenement, barn, ſtable, *&c.* ſituate, ſtanding, lying and being in the pariſh of ——— in the county of ———, and belonging to the ſaid *E. F.* as Rector of the pariſh church of L. aforeſaid, and which are therein mentioned to be in the tenure or occupation of *J. K.* as tenant thereof; and by and out of all other the houſes, outhouſes, barns, ſtables, buildings, orchards, gardens, lands and appurtenances to the ſame rectory belonging, or in any wiſe appertaining; and all and ſingular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, paſtures, commons, woods, waters, profits, privileges and advantages whatſoever belonging to or payable to the ſaid *E. F.* as Rector of the ſaid pariſh church of L. aforeſaid: To hold unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of the ſaid *E. F.* and to be paid to him or them quarterly as therein is mentioned, free and clear of all manner of taxes and deductions whatſoever, with proper powers of entries and diſtreſs, and otherwiſe, for the recovering and receiving the ſaid annuity in caſe of non-payment thereof by the ſaid *E. F.* as therein is mentioned, and for the better ſecuring the payment of the ſaid annuity unto the ſaid *A. B.* the ſaid *E. F.* did by the ſaid recited indenture, grant and demiſe the ſaid glebe land, meſſuage or tenement, barn, ſtable, tythes and premiſes unto the ſaid *G. H.* his executors, adminiſtrators and aſſigns, for the term of ninety-nine years therein mentioned, determinable on the death of the ſaid *E. F.* upon truſt by and out of the rents and profits thereof to raiſe and levy from time to time during the life of the ſaid *E. F.* ſo much money as would be ſufficient to pay the ſaid annuity or yearly rent of ——— pounds. And whereas for the better ſecuring the payment of the ſaid annuity or yearly rent-charge unto the ſaid *A. B.* he the ſaid *E. F.* did enter into and execute unto the ſaid *A. B.* one bond or obligation bearing date the ſame fourteenth day of May laſt, in the penal ſum of ——— pounds, conditioned for his paying unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, the ſaid annuity as therein is mentioned. And the ſaid *E. F.* did then alſo execute a proper warrant of attorney to confeſs judgment on the ſaid bond, and a judgment hath been accordingly entered up thereon in his Majeſty's Court of C. P. at Weſtminſter as of this preſent Eaſter Term againſt the ſaid *E. F.* at the ſuit of the ſaid *A. B.* for ——— pounds debt, beſides coſts, as in and by the ſaid recited indenture and bond and record of the judgment, relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid ſum of ——— pounds mentioned in the herein before recited indenture *tripartite* as the conſideration money for the purchaſe of the ſaid annuity or yearly rent-charge of ——— pounds, and every part thereof, was the proper money of the ſaid *C. D.* as the ſaid *A. B.* doth hereby acknowledge and declare, and that the ſaid ſum of ——— pounds, or any part thereof was not the money of him the ſaid *A. B.* and that the name of him the ſaid *A. B.* was only uſed in the ſaid recited indenture, bond and judgment, In Truſt for and for the only uſe and benefit of the ſaid *C. D.* And the ſaid *A. B.* hath agreed to aſſign the ſaid annuity or yearly rent of L. and the ſaid bond and judgment, and all benefit and advantage of the ſame reſpectively to the ſaid *C. D.* Now this Indenture witneſſeth, that in purſuance of the declaration and agreement before-mentioned, and for and in conſideration of ten ſhillings of lawful money of Great-Britain, to the ſaid *A. B.* in hand well and truly paid by the ſaid *C. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, he the ſaid *A. B.* hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents Doth bargain, ſell, aſſign and ſet over unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, The ſaid annuity or yearly rent or ſum of ——— pounds, granted by the ſaid recited indenture *tripartite*, to the ſaid *A. B.* for and during the life of the ſaid *E. F.* and all powers and remedies therein mentioned for recovering and receiving the ſame; And alſo the ſaid bond and judgment entered into and confeſſed reſpectively by the ſaid *E. F.* unto the ſaid *A. B.* for the better ſecuring the payment of the ſaid annuity as is before mentioned and recited, and all and all manner of benefit and advantage of the ſaid annuity or yearly rent, and of the ſaid bond and judgment reſpectively, and all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, of him the ſaid *A. B.* of, in, to or out of the ſaid annuity or yearly rent of ——— pounds, and the ſaid bond and judgment with the ſaid recited indenture; To have and to hold, receive, take and enjoy the ſaid annuity or yearly rent or ſum of ——— pounds unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from henceforth for and during the natural life of the ſaid *E. F.* in as full and ample manner as the ſame was granted by the ſaid *E. F.* to the ſaid *A. B.* And to have, hold and enjoy the ſaid bond and judgment, and the money and premiſes thereby reſpectively ſecured, and all benefit and advantage of the ſame reſpectively, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit. And the ſaid *A. B.* hath made, conſtituted and appointed, and by theſe preſents Doth make, conſtitute and appoint the ſaid *C. D.* his executors, adminiſtrators and aſſigns, his true and lawful attorney and attornies, in the names of him the ſaid *A. B.* his executors or adminiſtrators, but for the only uſe of him the ſaid *C. D.* to ſue or take out execution upon the ſaid judgment againſt the ſaid *E. F.* and to carry on and proſecute the ſaid judgment, and to take and make uſe of all other lawful remedies and powers which the ſaid *A. B.* now hath for the recovery of the money and premiſes ſecured by the ſaid recited bond and judgment reſpectively, in ſuch manner as he the ſaid *C. D.* his executors,

Recital of the grant.
Conſideration.
Premiſes.
Habendum.
Power of entry and diſtreſs.
Recital of a demiſe to truſtee for 99 years, determinable, &c.
to levy, &c. to pay the annuity.
Recital of the bond.
Warrant of attorney and judgment.
Recital that the purchaſe money for the annuity was the aſſignees.
Conſideration of aſſignment.
Aſſignment.
Habendum to aſſignee.
Letter of attorney.

Done no act to incumber.

executors, adminiſtrators or aſſigns, ſhall think fit or neceſſary. And the ſaid *A. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that he the ſaid *A. B.* hath not at any time heretofore made, done, executed or committed, any deed, act, matter or thing whatſoever, whereby or by means whereof the ſaid annuity, bond, judgment and premiſes hereby aſſigned or mentioned, or intended ſo to be, or any of them is, are, ſhall or may be aſſigned, determined, impeached, charged, diſcharged, vacated or incumbered reſpectively in any wiſe howſoever.

That the truſtee ſhall ſtand poſſeſſed of the term to the uſe of the aſſignee.

And the ſaid *A. B.* doth hereby declare and agree, that the ſaid *G. H.* his executors, adminiſtrators and aſſigns, ſhall from henceforth ſtand poſſeſſed of and intereſted in the ſaid term of ninety-nine years mentioned in and created by the ſaid recited indenture tripartite, in caſe the ſaid *E. F.* ſhall ſo long live, in truſt for and for the only uſe and benefit of the ſaid *C. D.* his executors, adminiſtrators and aſſigns, for the purpoſe of raiſing and levying ſo much money as will be ſufficient for paying and ſatisfying the ſaid annuity, and in and by the ſaid recited indenture is mentioned and declared.

Proviſo, ſee the grant.

Subject nevertheleſs to the proviſo or condition in the ſame indenture contained, for paying and ſatisfying the ſaid indenture in manner therein mentioned. In witneſs whereof, *&c.*

*(Philips.)*

## *An Aſſignment of a Leaſe by Indorſement.*

The conſideration.

KNOW all men by theſe Preſents, that I the within named and under written *A. A.* for and in conſideration of the ſum of eighty pounds of lawful money of Great Britain to me in hand paid by *B. B.* of P. in the county of G. Gentleman, at or before the ſealing and delivery of theſe preſents, in full for the abſolute purchaſe of all my eſtate, term and intereſt of and in the parcel of arable land, with the appurtenances within and herein after mentioned to be aſſigned, (the receipt of which ſaid ſum of eighty pounds, I the ſaid *A. A.* do hereby acknowledge, and thereof do acquit, releaſe and diſcharge the

The aſſignment.

ſaid *B. B.* his executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents) Have granted, bargained, ſold, aſſigned, transferred and ſet over, And by theſe preſents Do grant, bargain,

Premiſes.

ſell, aſſign, transfer, and ſet over, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, All and every the piece or parcel of arable land and hereditaments within mentioned to be to me aſſigned, with the appurtenances, And all my eſtate, right, title, intereſt, term and terms for years yet to come and unexpired, truſt, property, claim and demand whatſoever, both in law and equity, of, in, to, or out of the ſame parcel of land, hereditaments and premiſes, or any part thereof, by force or virtue of the ſaid within

Habendum.

written and within recited indentures, or any of them, or otherwiſe howſoever; To have and to hold the ſaid parcel of arable land, hereditaments, and other the hereby aſſigned, or mentioned to be aſſigned premiſes, with the appurtenances, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit from henceforth, for and during all the now reſidue and remainder of

Covenant for quiet enjoyment.

the within mentioned term of five hundred years therein. And I the ſaid *A. A.* do hereby for myſelf, his executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, in manner following *(that is to ſay)* that he the ſaid *B. B.* his executors, adminiſtrators and aſſigns, ſhall and may from time to time, and at all times hereafter, for and during all the now reſt and reſidue of the ſaid term of five hundred years peaceably and quietly have, hold, occupy, poſſeſs and enjoy, the ſaid parcel of arable land, hereditaments, and other the hereby aſſigned premiſes, with the appurtenances, and receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption, of or by me the ſaid *A. A.* my executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming, or to claim the premiſes, or any part thereof, or any eſtate, right, title or intereſt therein, from, by or under, or in truſt for me, them, or any of them,

and for further aſſurances.

or from, by or under the within named *E. E.* And further, that I the ſaid *A. A.* my executors and adminiſtrators, and all and every other perſon and perſons lawfully claiming or to claim, from, by or under, or in truſt for me, them, or any of them, ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon every reaſonable requeſt, and at the coſt and charges in the law of the ſaid *B. B.* his executors, adminiſtrators and aſſigns, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable acts, deeds and things, aſſignments and aſſurances in the law whatſoever, for the further and better aſſigning and aſſuring of the ſaid premiſes, with the appurtenances, unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſaid term of five hundred years therein, as by the ſaid *B. B.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required. In witneſs, *&c.* whereof I the ſaid *A. A.* have hereunto ſet my hand and ſeal this 19th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779.

*(Newnam.)*

## *An Aſſignment of a Moiety of a Houſe and Furniture to a Perſon in Truſt for his Siſter (notwithſtanding her Coverture) that ſhe and the Aſſigner may be Copartners in letting Lodgings.*

J. M. by leaſe intitled to a meſſuage,

THIS Indenture, made, *&c.* Between *J. M.* of, *&c.* widow, of the one part, and *I. E.* of, *&c.* innholder, of the other part. Whereas the ſaid *J. M.* by virtue of a certain indenture of leaſe bearing date, *&c.* and made from *C. D.* of, *&c.* is now intitled to and poſſeſſed of a meſſuage or tenement,

and is poſſeſſed of goods in a ſchedule.

with its appurtenances, ſituate, *&c.* and as the ſame is now in the poſſeſſion of, *&c.* for the reſidue of the term of eleven years, which commenced at, *&c.* at and under the yearly rent of one hundred pounds, payable in manner as therein mentioned: And the ſaid *J. M.* is now alſo poſſeſſed of, intereſted in and entitled unto the ſeveral houſhold goods and furniture, and other things in and belonging and now uſed with the ſaid meſſuage, and which are particularly mentioned and ſet forth in the ſchedule or inventory

ventory hereunder written, And whereas the said *J. M.* (in consideration of the sum of one hundred pounds, to be to her now paid by the said *I. E.* hath agreed to assign unto him, *As well* one full moiety or half-part of the benefit of the said indenture of lease, and the messuages and premises thereby demised for the residue of the said term of eleven years now to come therein, (*subject nevertheless* in such manner as herein after is mentioned) *As also* absolutely to sell and assign unto the said *I. E.* one full moiety or half-part of all and singular the said household goods, and other things in the said schedule mentioned and comprised; *And* she the said *J. M.* for the considerations aforesaid, hath further agreed to accept of *J. W.* the wife of *T. W.* of, &c. and sister of the said *I. E.* as and to be a copartner with the said *J. M.* in the letting of lodgings in the said messuage, and in all other profits and benefit thereby arising, in such manner as herein after is also mentioned: Now this Indenture witnesseth, that the said *J. M.* in pursuance and part of performance of her said recited agreement, and also for and in consideration of the said sum of one hundred and fifty pounds of, &c. to her the said *J. M.* in hand, &c. at, &c. the receipt, &c. hath granted, bargained, sold, assigned, transferred and delivered, and by these presents she the said *J. M.* Doth grant, &c. unto the said *I. E.* his, &c. As well one full moiety or half-part (the whole in two equal parts to be divided) of and in all benefit of the said recited indenture of lease, and also one moiety or half-part of the said messuage or tenement, and all and singular other the premises thereby demised, with their appurtenances, and as the said messuage and premises are now in the occupation of his Excellency the said Polish Envoy, As also one full moiety or half-part (the whole in two equal parts to be divided) of and in all and singular the household goods, furniture, and other things particularly mentioned and set forth in the said schedule or inventory here under written, and all the estate, right, title, term of years to come, possession, yearly rents and profits, benefit of renewal, property, claim and demand whatsoever, both at law and in equity, of her the said *J. M.* or of any person in trust for her, of, in, to or out of the said assigned moiety of the said indenture of lease, messuage and premises thereby demised, and also of, in and to the said hereby assigned moiety of the said household goods and furniture in the said schedule mentioned and comprised To have and to hold the said hereby assigned moiety or half-part of the said messuage or tenement and premises, with its appurtenances, unto the said *I. E.* his executors, administrators and assigns from henceforth, for and during all the rest and residue of the said term of eleven years by the said indenture of lease granted, which is now to come and unexpired, and for and during all such further term or terms of years as can, shall or may at any time hereafter be granted and renewed therein, and that in as full, large, ample and beneficial manner to all intents and purposes whatsoever, as she the said *J. M.* her executors or administrators, could or might have had, held, received or enjoyed the same, in case these presents had not been made; (Subject nevertheless to the payment of one moiety of the said yearly rent of one hundred pounds, by the said indenture of lease reserved, and to the several covenants, conditions and agreements therein contained, and which in respect as to one moiety of the same premises only are from henceforth on the lessees part to be paid and performed; And to have, hold, take and enjoy the said hereby assigned moiety of the said household goods, furniture, and other things mentioned, set forth and comprised in the said schedule, unto the said *I. E.* his executors, administrators and assigns, from henceforth for ever, And to which he and they are hereby intended to have a legal right and property; nevertheless as to the said hereby assigned moiety of the said leasehold premises, and also as to the said hereby assigned moiety of the said goods, furniture and other things in the said schedule mentioned, In trust for the sole personal, peculiar and absolute use, benefit and disposal of her the said *J. W.* (notwithstanding her present coverture) in such manner as she at any time shall think fit to direct, limit and appoint the same. And the said *J. M.* &c. doth covenant, &c. hath not, &c. done, &c. any act, &c. whereby or by means whereof the said herein before assigned moiety of the said messuage, goods, and other the hereby assigned premises, or any part thereof, are or is, or shall or may be, in any way impeached, &c. And further, that she the said *J. M.* &c. shall and will at any time during the now residue of the said term of eleven years, at the request and charge of the said *I. E.* his executors or assigns, make, &c. all and every such further, &c. act. &c. for the further, &c. assigning, &c. the said herein before assigned moiety of the said leasehold messuage, or tenements and premises, with their appurtenaces, unto the said *I. E.* his, &c. for, &c. all the then residue, &c. subject nevertheless in manner as aforesaid) as by, &c. And this Indenture further witnesseth, that she the said *J. M.* (in pursuance and full performance of her said recited agreement and for the considerations aforesaid) Doth for herself, her, &c. covenant, &c. to and with the said *I. E.* his &c. by, &c. in manner, &c. that they the said *J. M.* and *J.* the wife of the said *T. W.* shall and may, from the day of the date of these presents, during their joint lives, become, continue and be copartners, and be severally intitled to, possessed of, and interested in equal moieties and proportions, as well of and in the said indenture of lease, and the messuage or tenement and premises thereby demised, for the residue of the said term of eleven years now to come therein, and also for and during all such further term and terms of years as at any time hereafter can, shall or may be granted or renewed therein, as also of and in all and singular the several household goods, furniture and other things, mentioned and comprised in the said schedule hereunder written, as likewise of and in all and singular the clear yearly rents, profits, benefit, advantage and other produce whatsoever, to arise or to be had or made, for or in respect, or by virtue of letting lodgings in the said messuages and premises to the said present Polish Envoy, or to any other person or persons to whom the same shall at any time hereafter, during the continuance of the present or any subsequent term, be let or taken for lodgings or otherwise, whereby any benefit or advantage shall accrue, arise or be had or made of the same: And it is hereby agreed and declared, by and between the said *J. M.* and *I. E.* for and on the behalf of the said *J. W.* in manner as follows, *viz.* that the said yearly rent of one hundred pounds payable for the same messuage, charges of repair, taxes, parish rates and duties, and all losses and other incident charges whatsoever, that shall be paid, expended, laid out, or happen in or relating to the said copartnership, shall be equally borne, paid and sustained by them the said *J. M.* and *J. W.* out of their own proper monies, or out of the profits of their respective parts of the monies to arise by their said copartnership, share and share alike; And that they the said *J. M.* and *J. W.* shall at all times, during their said copartnership, use their utmost endeavours for the improvement and advantage thereof, and that they shall be diligent therein, and be just, true and faithful to and with each other in all and every of their buyings, payments, receipts, reckonings and accounts, and in all other affairs whatsoever, relating to the said copartnership: And further, that they the said *J. M.* and *J. W.* shall and will at all times, during their

J. M.'s agreement to assign a moiety thereof,

and accept a partner.

Consideration,

Assignment.

Parcels.

Habendum as to the house.

Subject, &c.

Habendum as to the goods.

Trust.

General covenants.

J. M. covenants that J. the wife of T. W. shall be copartner for life in letting lodgings, &c.

agreement to bear equal expences;

And use their utmost endeavour for their mutual benefit, &c.

An account book to be kept, &c.

their ſaid copartnerſhip, enter or cauſe to be entered in a book to be prepared for that purpoſe, a true account of all their payments, diſburſements and receipts, touching the ſaid copartnerſhip, and of all monies due from and to them in reſpect thereof, whereunto each of them the ſaid *J. M.* and *J. W.* ſhall at all times have free recourſe and liberty to peruſe and inſpect the ſame, and to take any minutes or copies thereof as they ſhall think fit, without any hindrance of each other: **And further alſo**, that they the ſaid *J. M.* and *J. W.* during their ſaid partnerſhip, *viz.* in the month of ——— yearly, or oftener if they ſhall ſo think fit, make up a juſt and true account of all their payments, receipts and diſburſements, and of all monies due from or to the ſaid copartnerſhip; and upon ſtating and balancing of every ſuch account (from and after paying and allowing out of the profits of the ſaid copartnerſhip the ſaid yearly rent, and all duties and incident charges touching or concerning the ſame), then the reſidue of the clear profits and produce to ariſe or be had or made in reſpect of the ſaid copartnerſhip, ſhall be equally divided between them the ſaid *J. M.* and *J. W.* ſhare and ſhare alike; **And laſtly**, it is agreed, that upon the death of either of them the ſaid partners, the ſaid *J. M.* and *J. W.* (which ſhall firſt happen) the moiety, part or ſhare of ſuch of them the ſaid partners ſo firſt dying, as well of and in the ſaid leaſe and the ſaid meſſuage or tenement and premiſes thereby demiſed, during the reſidue of the term then in being, as alſo of and in all and ſingular the houſhold goods, furniture and other things mentioned and compriſed in the ſchedule hereunder written, ſhall, from the time of the death of ſuch partner ſo dying, go, belong and be the property of the ſurvivor of them the ſaid *J. M.* and *J. W.* her executors, adminiſtrators and aſſigns, to and for her and their own uſe and benefit; **Subject nevertheleſs** to the payment by the ſurvivor of them the ſaid *J. M.* and *J. W.* to the executors and adminiſtrators of the partner ſo firſt dying, of the ſum of one hundred pounds of, *&c.* the ſame to be paid to ſuch executors and adminiſtrators of the partner ſo dying, within ſix kalendar months next after her death, by the ſurviving partner, her executors or adminiſtrators. **Provided always** that in caſe default or failure ſhall be made in payment of the ſaid ſum of one hundred pounds to the executors or adminiſtrators of the partner ſo firſt dying, by the ſurviving partner, her executors or adminiſtrators, within the ſaid ſix months, then and in ſuch caſe the ſaid ſurviving partner, her executors or adminiſtrators, ſhall have no benefit or advantage whatſoever of, in or to the ſaid deceaſed partner's moiety, part or ſhare, of and in the ſaid leaſe, meſſuage or tenement, goods and other the premiſes or any part thereof, ſo intended for her and them as aforeſaid; any thing herein contained to the contrary thereof notwithſtanding. **In witneſs**, *&c.*

To balance yearly.

Benefit of ſurvivorſhip.

Subject, &c. to payment of 100l. to the deceaſed's executors.

Proviſo in caſe of default in payment thereof.

*An Aſſignment of an Annuity and the Arrears thereof, and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt.*

**THIS Indenture Tripartite** made, *&c.* **Between** *J. P.* of, *&c.* of the firſt part, *T. P.* of, *&c.* (eldeſt ſon and heir of *R. P.* late of the ſame place, Eſquire, deceaſed) of the ſecond part, and *R. G.* of, *&c.* of the third part. **Whereas** by indenture bearing date, *&c.* and made between *T. P.* of, *&c.* (ſince deceaſed, grandfather of the ſaid *T. P.* party hereto,) *G. P.* of, *&c.* Eſquire, and *W. C.* of the Middle Temple, London, Eſquire, of the one part, and the ſaid *J. J.* party, (by the name and addition of *J. P.* Eſquire, youngeſt ſon of the ſaid *T. P.*) of the other part; whereby, in conſideration of the natural love and affection which the ſaid *T. P.* had towards his ſaid ſon, and of five ſhillings to the ſaid *G. P.* and *W. C.* paid by the ſaid *J. P.* he the ſaid *T. P.* the grandfather, (and by his direction) the ſaid *G. P.* and *W. C.* and each and every of them, *Did* give and grant unto the ſaid *J. P.* and his aſſigns, **One annuity** or yearly rent-charge of three hundred pounds of, *&c.* to be iſſuing and payable out of **All that** the manor of B. with the rights, members and appurtenances in the county of C. and out of, *&c.* (all which ſaid premiſes are therein mentioned to have been (among ſome other things) then lately conveyed unto the ſaid *G. P.* and *W. G.* and their heirs,) *In truſt* for the ſaid *T. P.* the grandfather and his heirs; *To have, hold, receive and enjoy* the ſaid annuity or yearly rent-charge of three hundred pounds unto the ſaid *J. P.* and his aſſigns, for and during the term of the natural life of the ſaid *J. P.* the ſame annuity to be paid unto the ſaid *J. P.* or his aſſigns, by four equal quarterly payments, upon the four moſt uſual feaſts or days of payment in the year, free and clear of and from all manner of taxes, and that in ſuch manner as in the ſaid indenture is mentioned; the firſt of which quarterly payments was to be made upon, *&c.* *And* it is therein mentioned, that if the ſaid annuity or yearly rent-charge of three hundred pounds, or any part thereof, ſhould be behind, *&c.* In which ſaid indenture is contained a proviſo, that the ſame indenture, or any thing therein contained, ſhould not any ways extend to charge the perſons of the ſaid *T. P. G. P.* and *W. C.* or either of them, by a writ or action of annuity, but only to charge the ſaid manors, *&c.* and premiſes with the yearly rent-charge aforeſaid, as by, *&c.* relation, *&c.* **And whereas** the ſaid recited indenture was duly executed by the ſaid *T. P. G. P.* and *W. C.* and the ſame was afterwards ſo delivered to the ſaid *J. P.* by virtue whereof he the ſaid *J. P.* and his aſſigns during his life, are legally entitled to have and receive the ſaid annuity or yearly rent-charge of three hundred pounds. **And whereas** ſome time after the delivery of the ſame indenture to the ſaid *J. P.* the ſaid *T. P.* the grandfather, ſent unto the ſaid *J. P.* and deſired that he would ſend him the ſame indenture, to the intent only, that he the ſame *T. P.* might have the peruſal thereof, and alſo alledging, that it would be ſafer in his hands, which he the ſaid *J. P.* in obedience to his father the ſaid *T. P.*'s deſire, accordingly ſent to him; but the ſaid *T. P.* the grandfather, ſoon after dying, *viz.* on or about, *&c.* the ſaid recited indenture, being immediately after his death ſearched for amongſt his writings, was found cancelled; whereupon the ſaid *J. P.* having applied to his brother the ſaid *R. P.* (eldeſt ſon and heir of the ſaid *T. P.* the grandfather) to have the ſaid indenture of annuity confirmed, and the arrears thereof paid to him, which not being complied with, he the ſaid *J. P.* did thereupon prefer and file a bill in the High Court of Chancery againſt the ſaid *R. P.* and others; whereby (after ſetting forth as therein mentioned) he prays that the ſaid recited deed ſo cancelled might be confirmed, and that all arrears of the ſaid annuity then due to him might be paid with intereſt; to which bill the ſaid *R. P.* appeared, but ſoon after dying, the then cauſe abated; ſince which a bill of revivor has been brought by the ſaid *J. P.* for the purpoſes aforeſaid, againſt his nephew the ſaid *T. P.* party hereto;

Recital of the grant of an annuity,

chargeable on a manor, &c.

Peruſal thereof by the grandfather, and cuſtody thereof.

The grandfather's death.

Deed found cancelled.

Bill in Chancery, praying a confirmation of the cancelled deed.

hereto; to which bill the ſame *T. P.* having put in his anſwer, and publication being paſt in the preſent cauſe, it is expected that the ſaid cauſe now pending between the ſaid *J. P.* and *T. P.* party hereto, touching the matters aforeſaid, will be heard as of or before Trinity term now next enſuing; upon hearing whereof it is preſumed and hoped by the ſaid *J. P.* that the ſaid court will be of opinion, and decree a confirmation of the ſaid annuity according to the true intent of the ſaid recited indenture, and alſo payment of all arrears thereof now due to him the ſaid *J. P.* together with lawful intereſt and his coſt for and touching the ſame: **And whereas** the ſaid *J. P.* together with *M. P.* Eſquire, by their joint bond or obligation, bearing date, *&c. Did* become bound unto him the ſaid *R. G.* in the penal ſum of eight hundred pounds, with condition thereunder written, for the payment of the ſum of nine hundred and thirty-four pounds eighteen ſhillings, with lawful intereſt for the ſame, unto the ſaid *R. G.* in ſuch manner as therein is mentioned: **And whereas** the ſaid ſum of nine hundred and thirty-four pounds eighteen ſhillings, and intereſt, not being paid to the ſaid *R. G.* according to the condition of the ſaid recited bond, he the ſaid *R. G.* did, in or about Trinity term in the ninth year of the reign of his late Majeſty King George, obtained in his Majeſty's court of Common Pleas at Weſtminſter, judgment on the ſaid bond againſt the ſaid *J. P.* for the ſum of one thouſand eight hundred pounds (beſides coſts of ſuit,) as in and by the ſaid recited bond, and the record of the ſaid judgment, relation being to them reſpectively had, may more fully appear: **And whereas,** upon an account this day made between the ſaid *J. P.* and *R. G.* it appears that there is now due and owing from the ſaid *J. P.* to the ſaid *R. G.* by virtue of the ſaid recited bond and judgment, for principal money and intereſt, coſts and otherwiſe touching the ſame, in the whole the ſum of one thouſand three hundred and thirty pounds, which is confeſſed and hereby acknowledged ſo to be by him the ſaid *J. P.* **And whereas** there is now due and owing to him the ſaid *J. P.* for arrears on account of the ſaid annuity ſo granted to him as aforeſaid, the ſum of two hundred and ſeventy pounds or thereabout, beſides intereſt for the ſame: **And whereas** the ſaid *J. P.* party hereto, not having been in poſſeſſion of the ſaid manors, *&c.* and premiſes ſo charged with the ſaid annuity of three hundred pounds *per annum*, to the ſaid *J. P.* as aforeſaid, for only about the ſpace of two years now laſt paſt, for which reaſon, he apprehends, he ſhall not be decreed to pay above two years arrears thereof, with intereſt for the ſame: **And whereas,** previous to and before the making and executing of theſe preſents, it was and is hereby mutually agreed by and between them the ſaid *J. P. T. P.* party, *&c.* and *R. G.* in manner as follows, *viz.* That in caſe the ſaid ſum of two thouſand ſeven hundred pounds arrears of the ſaid annuity, or any ſufficient part thereof, ſhall by the ſaid Court of Chancery or otherwiſe be decreed to be paid to the ſaid *J. P.* or his aſſigns, by the ſaid *T. P.* (party) his heirs, executors or aſſigns; that then and in ſuch caſe he the ſame *T. P.* his heirs, executors or aſſigns, ſhall and will, within one month next after the making of ſuch decree, pay unto the ſaid *R. G.* his executors, *&c.* the ſum of ſix hundred pounds, (together with intereſt for ſame until payment thereof,) in part of his ſaid debt of one thouſand three hundred and thirty pounds, ſo due to him as aforeſaid, in ſuch manner as is herein for that purpoſe mentioned; and alſo in caſe the ſaid *T. P.* party, his heirs or aſſigns, ſhall by the ſaid Court of Chancery be decreed to pay, or that the ſaid annuity of three hundred pounds *per annum* ſhall any otherwiſe be confirmed or made payable to the ſaid *J. P.* or his aſſigns, during his life; that then and in ſuch caſe (after payment of the ſaid ſum of ſix hundred pounds, and intereſt, out of ſuch arrears in manner aforeſaid,) he the ſaid *T. P.* party, his heirs or aſſigns, ſhall, from the time of making ſuch decree or other confirmation of the ſaid annuity of three hundred pounds *per annum*, or any part thereof, pay the ſame unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, for and during and until ſuch time only as the remaining part of the ſaid debt of one thouſand three hundred and thirty pounds, ſo now due to him as aforeſaid, together with intereſt and all charges touching the ſame, ſhall be to him and them fully paid and ſatisfied, and that in ſuch manner as herein after is for that purpoſe alſo mentioned: **Now this Indenture witneſſeth,** that the ſaid *J. P.* in purſuance and part of performance of his recited agreement, and to the end and intent that the ſaid ſum of ſix hundred pounds, and intereſt for the ſame, (in caſe ſuch decree ſhall be made by the ſaid Court of Chancery, or otherwiſe, for payment of the arrears of the ſaid annuity, ſufficient for that purpoſe by the ſaid *T. P.* party hereto, unto the ſaid *J. P.* as aforeſaid) may by him the ſaid *T. P.* party hereto, his heirs, executors, or aſſigns, be then forthwith paid to the ſaid *R. G.* his executors or aſſigns, in part of the ſaid ſum of one thouſand three hundred and thirty pounds, ſo now due to him as aforeſaid, and for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *J. P.* in hand paid by the ſaid *R. G.* at or before the executing hereof, the receipt whereof, *&c.* and for divers other good, *&c.* **He** the ſaid *J. P.* (as far as in him lieth, or that he lawfully may or can) **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents (by and with the conſent and approbation of the ſaid *T. P.* party, teſtified, *&c.*) **Doth** hereby clearly and abſolutely bargain, *&c.* unto the ſaid *R. G.* his executors, *&c.* the full ſum of ſix hundred pounds of, *&c.* together with legal intereſt for the ſame, being part of the before mentioned ſum of two thouſand ſeven hundred pounds arrears, ſo now due to the ſaid *J. P.* by virtue of the ſaid annuity ſo payable to him as aforeſaid, (in caſe ſuch arrear, or ſo much thereof as ſhall be ſufficient to pay the ſaid ſum of ſix hundred pounds and intereſt, ſhall by the ſaid Court of Chancery or otherwiſe be decreed to be paid by the ſaid *T. P.* party hereto, or by his heirs, executors or aſſigns, to the ſaid *J. P.* or his aſſigns, as aforeſaid,) and all the right, intereſt, benefit, property, claim and demand whatſoever and howſoever, either at law or in equity of him the ſaid *J. P.* or of any perſon or perſons in truſt for him, of, in or to the ſaid hereby aſſigned ſum of ſix hundred pounds, and intereſt for the ſame or any part thereof, by virtue of the ſaid herein before in part recited indenture, or of any ſuch decree to be made by virtue thereof as aforeſaid, together with all benefit and advantage whatſoever, of any ſuch decree to be made as aforeſaid, touching the ſaid hereby aſſigned ſum of ſix hundred pounds, and intereſt: **To have,** hold, receive, take and enjoy, the ſaid ſum of ſix hundred pounds, and intereſt, and all and ſingular the herein before mentioned and intended to be hereby aſſigned premiſes, unto and to and for the only uſe and benefit of the ſaid *R. G.* his executors, adminiſtrators and aſſigns, (in part of the ſaid ſum of one thouſand three hundred and thirty pounds, ſo now due to him as aforeſaid) from the time of making ſuch decree for evermore, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as he the ſaid *J. P.* could or might have received or enjoyed the ſame, in caſe theſe preſents had not been made. **And this Indenture further witneſſeth,** that the ſaid *J. P.* in further purſuance and performance of his part of the ſaid recited agreement, and to the end and intent, the better to ſecure payment unto the ſaid *R. G.* of all, or ſo much of the ſaid ſum of one thouſand three hundred and thirty pounds ſo

Anſwer and publication, &c.

a bond of J. P. and M. P. to R. G. for payment of money.

Judgment thereon.

Principal, intereſt and coſts.

Arrears of annuity to J. P.

Agreement as to what ſhall be decreed with relation to the payment of the annuity.

Aſſignment of arrears of annuity.

Habendum.

ſo due to the ſaid *R. G.* as aforeſaid, as the ſaid herein before aſſigned arrears ſhall not pay and ſatisfy to him, together with intereſt for the ſame, after the rate of five pounds *per cent. per annum*, and alſo all charges touching the recovering and receiving of all or any part of the ſaid hereby aſſigned premiſes, or of any part or parcel thereof; and alſo for and in conſideration of the ſum of five ſhillings, of, *&c.* to the ſaid *J. P.* in hand paid by the ſaid *R. G.* at or before the executing hereof, the receipt of which five ſhillings and the ſaid debt or ſum of one thouſand three hundred and thirty pounds, ſo now due to the ſaid *R. G.* as aforeſaid, he the ſaid *J. P.* doth hereby confeſs and acknowledge, and for divers other good, *&c.* He the ſaid *J. P.* by and with the like conſent and appropation of the ſaid *T. P.* party, *&c.* teſtified as aforeſaid, Hath, and by theſe preſents (as far as in him lies and he lawfully can or may) Doth freely, clearly and abſolutely grant, bargain, ſell, alien and aſſign unto the ſaid *R. G.* his executors adminiſtrators and aſſigns, All that the herein before mentioned annuity or yearly rent-charge of three hundred pounds ſo given and granted to him the ſaid *J. P.* in and by the ſaid herein before in part recited indenture, and thereby charged, iſſuing and payable out of The ſaid manors, meſſuages, hereditaments and premiſes, in, *&c.* as aforeſaid; And all the eſtate, right, title, intereſt, property, claim and demand whatſoever or however either at law or in equity, of him the ſaid *J. P.* or of any perſon or perſons in truſt for him, of, in, or unto the ſaid hereby granted and aſſigned annuity or yearly rent-charge, by virtue of the ſaid in part recited indenture, or of any decree or decretal order to be made on account or by virtue thereof by the ſaid High Court of Chancery, or otherwiſe howſoever, together with all benefit and advantage of diſtreſs for the ſame, in caſe of nonpayment thereof, and all other benefit and advantage whatſoever belonging or in any wiſe appertaining thereunto; and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever as he the ſaid *J. P.* could or might have had, received or enjoyed the ſame, in caſe theſe preſents had never been made; To have, hold, and yearly to receive and take the ſaid hereby granted and aſſigned annuity or yearly rent-charge of three hundred pounds and all benefit and advantage of diſtreſs and otherwiſe for the ſame, in manner as aforeſaid, (in caſe the ſaid annuity ſhall be by any decree of the ſaid Court of Chancery, or otherwiſe, confirmed to him the ſaid *J. P.* or his aſſigns during his life) unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, from the time of ſuch confirmation of the ſaid annuity, for and during the natural life of him the ſaid *J. P.* (Subject nevertheleſs to the proviſo herein after mentioned, touching the making void of the hereby aſſigned arrears, annuity and premiſes, And for the better enabling him the ſaid *R. G.* to receive as well the ſaid hereby aſſigned ſum of ſix hundred pounds together with intereſt for the ſame) in part of the ſaid debt ſo due to him as aforeſaid, as alſo of the ſaid hereby aſſigned annuity for full payment of the reſidue thereof, with intereſt and charges, He the ſaid *J. P.* Doth hereby direct and appoint the ſaid *T. P.* party hereto, his heirs, executors, adminiſtrators and aſſigns, within one month next after the making of any ſuch decree for payment of the ſaid arrears to the ſaid *J. P.* or his aſſigns as aforeſaid, to pay or cauſe to be paid to the ſaid *R. G.* his executors, adminiſtrators or aſſigns, the ſaid hereby aſſigned ſum of ſix hundred pounds of lawful money, (together with intereſt for the ſame in manner as aforeſaid) without any deduction whatſoever; and he the ſaid *J. P.* doth hereby alſo further direct and appoint the ſaid *T. P.* party hereto, his heirs and aſſigns (from and immediately after the confirmation of the ſaid annuity, by ſuch decree or otherwiſe, as aforeſaid, unto the ſaid *J. P.* or his aſſigns) to pay or cauſe to be paid unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, the ſaid hereby aſſigned annuity of three hundred pounds *per annum*, for and during, and until ſuch time only as his whole debt of one thouſand three hundred and thirty pounds ſo due to him as aforeſaid, together with all intereſt and charges touching the recovering and receiving thereof, ſhall be to him and them fully paid and ſatisfied, according to the covenants herein after mentioned for that purpoſe, and the true intent and meaning of theſe preſents; and that the receipts of the ſaid *R. G.* his executors, adminiſtrators or aſſigns, to the ſaid *T. P.* party hereto, his heirs, executors or aſſigns, ſhall be as good and ſufficient diſcharges as well for the ſaid ſum of ſix hundred pounds and intereſt, as alſo for the ſaid annuity of three hundred pounds *per annum*, to be by him ſo received as aforeſaid, as if he the ſaid *J. P.* had himſelf ſigned and given the ſame: And for the further, better and more effectual enabling him the ſaid *R. G.* his executors, adminiſtrators and aſſigns, to recover and receive as well the ſaid hereby aſſigned annuity, as alſo all the arrears thereof, (Subject nevertheleſs to the proviſo herein after mentioned touching the ſame) He the ſaid *J. P.* Hath, and by theſe preſents (as far as in him lies, or he can or lawfully may) Doth conſtitute, authoriſe and appoint, and in his place and ſtead put the ſaid *R. G.* his executors, adminiſtrators and aſſigns, the true and lawful attorney and attornies, irrevocable of him the ſaid *J. P.* either in his or their own names, or in the name of him the ſaid *J. P.* at any time from henceforth, (in caſe the ſaid *J. P.* ſhall neglect or omit to do the ſame) to carry on and proſecute to effect the ſaid preſent cauſe now depending, or any future cauſe which ſhall or may be pending either in the ſaid Court of Chancery or elſewhere, to the intent to recover and receive the ſaid hereby aſſigned annnuity of three hundred pounds *per annum*, and all arrears thereof in ſuch manner as he or they ſhall in that behalf be reaſonably adviſed or think fit; And alſo he the ſaid *J. P.* doth hereby further authoriſe and impower the ſaid *R. G.* his executors, adminiſtrators and aſſigns, to demand and receive of and from the ſaid *T. P.* party hereto, his heirs, executors and aſſigns, and alſo of and from all and every other perſon and perſons whomſoever, who by virtue of any ſuch decree to be made as aforeſaid, or otherwiſe, ſhall be liable to anſwer and pay the ſame, as well the ſaid hereby aſſiged arrears or ſum of ſix hundred pounds, and all intereſt monies to become due for the ſame, in manner as aforeſaid, as alſo the ſaid hereby aſſigned annuity of three hundred pounds *per annum*, during the time aforeſaid, and upon nonpayment of ſuch arrears of ſix hundred pounds, and intereſt for the ſame in manner aforeſaid, then it ſhall and may be lawful for the ſaid *R. G.* his executors, adminiſtrators or aſſigns, either in his or their own names, or in the name of the ſaid *J. P.* to commence any action or ſuit for the ſame, and the ſame to proſecute to effect, for the recovering and receiving thereof, and alſo upon nonpayment of the ſaid annuity, to make any diſtreſs or diſtreſſes for the ſame, and the ſame to diſpoſe of, as the law in ſuch caſe directs; and further alſo, upon recovery and receipt of the ſaid hereby aſſigned arrears of ſix hundred pounds intereſt thereof, annuity and premiſes, or of any part or parts thereof, proper and ſufficient releaſes or other diſcharges to give for the ſame, and alſo to do all and every ſuch other and further lawful acts and things, as well for the recovering and receiving, as alſo for the releaſing and aſſigning, and diſcharging of the ſaid hereby aſſigned arrears of ſix hundred pounds and intereſt thereof, annuity and premiſes, and that as fully and effectually and abſolutely, in as large, ample and beneficial

And of the annuity till the reſidue of the debt ſhall be paid.

Habendum.

Appointment to pay the money.

Letter of attorny (in caſe of aſſigner's neglect) to proſecute the cauſe;

and to receive the premiſes aſſigned, &c.

ficial manner to all intents and purpoſes whatſoever, as if he the ſaid *J. P.* had been actually preſent and done the ſame. And finally, he the ſaid *J. P.* doth hereby give, grant, ratify, confirm and allow, all and whatſoever acts and things he the ſaid *R. G.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done by virtue of theſe preſents, in, about, touching and concerning the ſaid reſpective hereby aſſigned premiſes, (ſubject to the proviſo herein after mentioned touching and concerning the ſame.) And this indenture further witneſſeth, that the ſaid *T. P.* party hereto, in purſuance and performance of his part of the herein before mentioned recited agreement, Doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *R. G.* his, *&c.* by, *&c.* in manner as follows, that is to ſay, That (in caſe ſuch decree ſhall be made by the ſaid High Court of Chancery, or otherwiſe, for payment of the ſaid arrears of the ſaid annuity to the ſaid *J. P.* or his aſſigns, in manner as aforeſaid,) then, and in ſuch caſe, he the ſaid *T. P.* party hereto, his, *&c.* (notwithſtanding any act, deed, matter or thing whatſoever, already, or any time hereafter to be had, made, done, committed, or wittingly or willingly ſuffered by the ſaid *J. P.* to the contrary) ſhall and will within one month next after the making of ſuch decree for payment of the ſaid arrears of the ſaid annuity to the ſaid *J. P.* or his aſſigns as aforeſaid, well and truly pay thereout unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, the ſaid full ſum of ſix hundred pounds of lawful money of Great Britain, (together with intereſt for the ſame from the date hereof, and until full payment thereof, after the rate of five pounds *per cent. per annum*,) in part of the ſaid debt or ſum of one thouſand three hundred and thirty pounds, ſo now due to him as aforeſaid; And that without making any deduction or abatement whatſoever, for taxes, charges or otherwiſe howſoever, And alſo that (in caſe he the ſaid *T. P.* party hereto, his heirs or aſſigns, ſhall by the ſaid Court of Chancery be decreed to pay, or that the ſaid annuity of three hundred pounds *per annum*, or any part thereof, ſhall any otherwiſe be confirmed or made payable to the ſaid *J. P.* or his aſſigns, during his life,) then and in ſuch caſe (after payment of the ſaid ſix hundred pounds and intereſt, out of ſuch arrears ſo to be decreed in manner as aforeſaid,) He the ſaid *T. P.* party hereto, his heirs or aſſigns, (notwithſtanding any ſuch act or thing ſo to be done by the ſaid *J. P.* as aforeſaid,) ſhall and will from the time of making or pronouncing ſuch decree or other confirmation of the ſaid annuity of three hundred pounds *per annum*, or any part thereof, unto the ſaid *J. P.* or his aſſigns, well and truly pay the ſame unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, for and during, and until ſuch time only as ſo much or the remaining part of the ſaid debt or ſum of one thouſand three hundred and thirty pounds, as ſhall then appear due to the ſaid *R. G.* his executors or aſſigns, together with intereſt for the ſame, to be computed from the date hereof, after the rate aforeſaid, until payment thereof, and together alſo with all his and their reaſonable coſts, charges and expences, touching or any ways relating or concerning the recovering and receiving of the herein before mentioned annuity and arrears thereof, or of any part thereof, by virtue of any power hereby given, ſhall be to him and them fully paid and ſatisfied, together with like intereſt, according to the true intent and meaning of theſe preſents. Provided always, And theſe preſents are upon this condition nevertheleſs; And it is hereby agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents, is and are, that if and in caſe ſuch decree ſhall be made by the ſaid Court of Chancery or otherwiſe, for payment of the arrears of the ſaid annuity or of any part thereof, and that if the ſaid annuity of three hundred pounds *per annum*, or any part thereof, ſhall by ſuch decree or otherwiſe be confirmed unto the ſaid *J. P.* or his aſſigns, during his life as aforeſaid; that then and in ſuch caſe, if he the ſaid *T. P.* party hereto, his executors, adminiſtrators or aſſigns, (by virtue of the direction aforeſaid) ſhall and do pay unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, that the ſaid hereby aſſigned ſum of ſix hundred pounds, with intereſt, in manner as aforeſaid, (in part of the ſaid debt of one thouſand three hundred and thirty pounds, ſo due to him as aforeſaid,) and alſo that then and in ſuch caſe, if he the ſame *T. P.* his heirs or aſſigns, ſhall and do well and truly pay or cauſe to paid the ſaid herein before aſſigned annuity unto him the ſaid *R. G.* his executors, adminiſtrators or aſſigns, for and during, and until ſuch time only, as ſo much of the reſidue of the ſaid debt or ſum of one thouſand three hundred and thirty pounds, or any part thereof, as ſhall then appear due to the ſaid *R. G.* his executors, adminiſtrators or aſſigns, together with ſuch intereſt, and together alſo with all his and their coſts and charges, touching the recovering and receipt thereof, in ſuch manner as is herein before mentioned and expreſſed concerning the ſame; Or if and in caſe he the ſaid *J. P.* or his aſſigns, at any time, either before or after the making ſuch decree or otherwiſe, for payment of the ſaid arrears, and confirmation of the ſaid annuity or any part thereof to him or them in manner aforeſaid, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, as well the ſaid ſum of one thouſand three hundred and thirty pounds, as alſo all ſuch intereſt, coſts and charges in manner as aforeſaid, or of ſo much of the ſame ſum, intereſt and charges, as ſhall at any time then after remain and appear to be due to him and them; that then and from thenceforth, in any or either of the caſes aforeſaid, theſe preſents and every grant, article, covenant, direction, agreement, matter and thing herein contained ſhall be utterly void, null and of no effect; And that then alſo, he the ſaid *R. G.* his executors, adminiſtrators or aſſigns, at the requeſt, coſts and charges of the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſhall and will acknowledge ſatisfaction upon the record of the herein before mentioned judgment, and alſo aſſign the herein before recited bond to the ſaid *J. P.* his executors, adminiſtrators or aſſigns, or elſe deliver up the ſaid bond to him or them to be cancelled; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. P.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *R. G.* his, *&c.* by, *&c.* in manner as follows, (that is to ſay) That he the ſaid *J. P.* hath not at any time heretofore made, done, committed, executed or wittingly or willingly ſuffered, nor ſhall or will at any time hereafter do, commit, or willingly ſuffer any act, matter or thing whatſoever, whereby, wherewith, or by reaſon or means whereof the ſaid hereby aſſigned arrears of ſix hundred pounds intereſt, annuity and premiſes, or any part or parts thereof, are or is, or ſhall or may be in any wiſe prejudiced, aſſigned, releaſed, diſcharged or incumbered in title, eſtate, or in any other manner howſoever; And alſo that he the ſaid *J. P.* his executors or adminiſtrators, ſhall not nor will at any time receive any part of the hereby aſſigned annuity and arrears of ſix hundred pounds, or intereſt thereof, nor revoke or make void the above-mentioned letter of attorney, or any power or authority hereby given, until ſuch time as the ſaid ſum of one thouſand three hundred and thirty pounds, together with all intereſt, coſts and charges touching the recovery and receipt thereof in manner as aforeſaid, ſhall be fully paid and ſatisfied to the ſaid *R. G.* his executors, adminiſtrators and aſſigns, according to the true intent and meaning of theſe preſents; And further alſo, that until ſuch time as full payment ſhall be made to the ſaid *R. G.* his executors

Covenant to pay part of the debt on the decree of the arrears.

And the remainder of the debt,

and coſts.

Proviſo to make void theſe preſents on payment.

Satisfaction to be acknowledged on record, and bond aſſigned or cancelled.

Covenant that the aſſignee has done no act to incumber the annuity and arrears,

nor will receive any part thereof, nor revoke the ſaid letter of attorney, &c. till the whole debt is paid.

and that the aſſigned ſhall

peaceably enjoy ſaid annuity.

cutors and aſſigns, of the ſaid ſum of one thouſand three hundred and thirty pounds, together with all intereſt, coſts and charges touching the recovering and receiving thereof in manner as aforeſaid, it ſhall and may be lawful to and for the ſaid *R. G.* his executors, adminiſtrators and aſſigns, (from the time of confirmation of the ſaid annuity by ſuch degree or otherwiſe, unto the ſaid *J. P.* as aforeſaid,) during the life of the ſaid *J. P.* peaceably and quietly to have, hold, receive, take and enjoy the ſaid hereby aſſigned annuity, without any let, ſuit, trouble or interruption, of or by him the ſaid *J. P.* or his aſſigns, or of or by any other perſon or perſons whatſoever lawfully claiming or to claim the ſame, by, from or under him, them, or any of them; And laſtly, that he the ſaid *J. P.* and his aſſigns during his life, ſhall and will at any time, upon the reaſonable requeſt of the ſaid *R. G.* his executors or aſſigns, (but at the coſts and charges of the ſaid *J. P.* until ſuch time only as the ſaid ſum of one thouſand three hundred and thirty pounds, together with all intereſt, coſts and charges touching the recovery, and receipt thereof as aforeſaid, ſhall be to him and them fully paid and ſatisfied according to the true intent and meaning of theſe preſents,) make, do and execute, or cauſe and procure to be made, done and executed, any further and other lawful and reaſonable acts and things in the law whatſoever, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better aſſigning of the ſaid hereby aſſigned arrears of ſix hundred pounds intereſt, annuity and premiſes, (Subject nevertheleſs to the proviſo herein before mentioned touching the ſame, unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, for and during the life of him the ſaid *J. P.* as by his or their counſel, *&c.* ſhall in that behalf be reaſonably deviſed, *&c.* In Witneſs, *&c.*

Further aſſurance.

*Mutual Aſſignment between two Partners (upon determining the Partnerſhip) reſpecting bad Debts, which are divided equally, and mentioned in two Schedules, and aſſigned to each other reſpectively.*

Partnerſhip debts,

THIS Indenture made, *&c.* Between *A. &c.* of the one part, and *B. &c.* of the other part. Whereas the ſaid parties were lately copartners in the trade of a ———, which partnerſhip is determined: And whereas ſeveral debts owing to the ſaid parties on account of their late partnerſhip are ſtill ſtanding out and unreceived, and are by the ſaid parties reckoned to be doubtful or deſperate,

to be divided.

which are mentioned in the two ſchedules hereon indorſed; and they have agreed to divide the ſame in manner as hereunder is mentioned, *viz.* The ſaid *A.* is to have and receive the debts mentioned in the firſt ſchedule hereon indorſed to his own uſe; and the ſaid *B.* is to have, *&c.* ſecond ſchedule hereon, *&c.* Now therefore theſe Preſents witneſs, That in purſuance of the ſaid agreement, and in conſideration of twelve pounds to the ſaid *A.* in hand, *&c.* by the ſaid *B.* He the ſaid *A.* Doth hereby fully and abſolutely aſſign and releaſe unto the ſaid *B.* his, *&c.* to his and their own proper uſe and uſes, without any account to be made or given for or concerning the ſame, All his right, title, claim, intereſt, part, ſhare, benefit and demand whatſoever, of, in and to the ſaid ſeveral demands and ſums of money, due and owing to the ſaid parties on their joint account as aforeſaid, mentioned in the ſaid ſecond ſchedule hereon indorſed, by virtue of the ſaid copartnerſhip, or otherwiſe howſoever. And the ſaid *A.* doth hereby make and appoint the ſaid *B.* his, *&c.* *(letter of attorney)* ——— receive the ſaid debts mentioned in the ſaid ſecond ſchedule, to his and their own uſe and uſes, as aforeſaid, from the ſeveral perſons therein mentioned, and all others whom it may concern; and upon receipt, *&c.* And theſe Preſents further witneſs, That in purſuance of the agreement aforeſaid, and in conſideration of twelve pounds, *&c.* (B. *in like manner aſſigns to* A. *the debts mentioned in the firſt ſchedule, and impowers him to receive the ſame;*) And each of them the ſaid *A.* and *B.* for himſelf, his executors and adminiſtrators, doth hereby covenant, *&c.* to and with the other of them, his executors, adminiſtrators or aſſigns, as follows, that is to ſay, That neither of them, the ſaid *A.* nor *B.* hath at any time heretofore received, releaſed or diſcharged the debts herein before aſſigned and releaſed to the other of them, nor any of them, nor any part thereof; and that neither of them, his executors or adminiſtrators, will at any time hereafter receive, *&c.* the debts by them reſpectively aſſigned to the other of them, or any part thereof, or commence any action, ſuit or proceſs for the recovery and receiving thereof, but at the requeſt and with the conſent in writing for that purpoſe, under the hand and ſeal of the other of them, his executors and adminiſtrators; And that either of them, his executors or adminiſtrators, ſhall and will, at the requeſt and charge of the other of them, his, *&c.* do any further act for the better and more perfect aſſigning, releaſing and confirming the debts herein before aſſigned by them reſpectively under the other of them, his, *&c.* and for the enabling him and them to receive and recover the ſame to his and their own uſe and uſes, as aforeſaid, as ſhall be reaſonably required; And laſtly, That in caſe it ſhall appear that either of the ſaid parties hath received any of the debts herein before aſſigned to the other of them, or any part thereof, in ſuch caſe ſuch of the ſaid party who ſhall ſo have received the ſame, his executors or adminiſtrators, ſhall and will pay and make good the full debts ſo by him received or diſcharged to the other of them, his executors or aſſigns within one month after notice thereof to him or them to be made or given. In Witneſs, *&c.*

Letter of attorney.

Aſſignment from B. to A. &c.

Mutual covenant, that the parties have not, nor will releaſe, &c.

And that each will do any further act, &c.

That in caſe either party has received any of the debts, he ſhall make the ſame good.

*Aſſignment by an Executrix of an * Executrix of* P. M. *and Adminiſtratrix* de bonis non *of* P. M. *deceaſed, in Truſt for the Benefit of the Parties intitled to Shares.*

THIS Indenture made the ſecond day of June, in the eighteenth year, *&c.* and in the year of our Lord 1779, Between *Mary Raynor* of, *&c.* widow, (executrix of the laſt will and teſtament of *Sarah Day*, widow, deceaſed, who was the executrix of the laſt will and teſtament of *Jane How*, ſpinſter, deceaſed, who was the executrix of the laſt will and teſtament of *Pen. Mabbet*, widow, de-

*CASE.

*A. B.* being poſſeſſed of a conſiderable perſonal eſtate, part whereof was out on mortgages and bonds, and other part thereof conſiſted of leaſehold premiſes held for lives, died inteſtate, leaving a widow but no child; the widow took out letters of adminiſtration, and made diſtribution of a moiety of her late huſband's effects amongſt his next of kin, *viz.* a brother, a brother's ſon, and a ſiſters daughter, and took releaſes from them in full for their diſtributive ſhare of the moiety (ſave as to two leaſehold houſes) one of which houſes was formerly in two tenements, and at the time of the death of *A. B.* one of the tenements was held for the widows life only, and the other tenement was alſo held for one life; and at the death of *A. B.* his widow ſurrendered the two leaſes of the two tenements (the ſame tenements having been taken down by the ſaid *A. B.* in his life-time, and one houſe built by him on the ground whereon the two tenements ſtood) and took a new leaſe (including the premiſes granted in the former two) in her own name for the lives of three other perſons, who are all now living.

The widow is lately dead, having firſt made her will, and after giving ſeveral legacies and the moiety of the houſe (not renewed by her) to one of her huſband's relations, gave the reſiduum of her perſonal eſtate to *C. D.* and made him executor of her ſaid will.—Note, at the deceaſe of the widow ſeveral ſums of money were remaining out on mortgages and bonds in the name of *A. B.*

*Q.* Therefore can *C. D.* the executor of the widow of *A. B.* by taking out letters of adminiſtration *de bonis non*, or otherwiſe to *A. B.* entitle himſelf to recover and receive the monies out on mortgage and bond in the name of *A. B.* or ought the next of kin of *A. B.* to adminiſter to his effects unadminiſtered to by his widow, and then aſſign over the ſecurities to *C. D.* or how otherwiſe muſt *C. D.* act to entitle himſelf to receive the monies out on mortgage and bond in the name of *A. B.*

*A.* If *C. D.* can procure letters of adminiſtration *de bonis non* to *A. B.* he may recover all the outſtanding debts of *A. B.* but if the next of kin of *A. B.* oppoſe *C. D.*'s obtaining ſuch letters of adminiſtration, and any of them take out adminiſtration, they will be truſtees for *C. D.* as to ſo much of *A. B.*'s effects as they have received their diſtributive ſhares of, and muſt account for ſuch effects to *C. D.*—*C. D.* ought to cite the next of kin to adminiſter, and if they do not adminiſter then he ſhould apply for adminiſtration.

*Q.* If the next of kin to *A. B.* or any one of them are or is the proper perſons or perſon to take out adminiſtration to the effects of *A. B.* unadminiſtered to by his widow, it is apprehended that every ſtep will be taken to put *C. D.* to trouble and expence; for which reaſon will not *C. D.* be juſtified in not parting with any writings unleſs the monies thereby ſecured be at the ſame time paid into his own hands, as being in equity entitled thereto? Or if the next of kin of *A. B.* ſhould decline, upon being requeſted by *C. D.* to adminiſter, what ſteps muſt be taken to compel them to adminiſter, or renounce to *C. D.* the right of adminiſtration? And if the next of kin of *A. B.* ſhould adminiſter, can *C. D.* enforce any ſecurity to be given to the court, granting ſuch adminiſtration to oblige ſuch adminiſtrator faithfully to make diſpoſition of the effects to be by him received?

*A.* If the next of kin of *A. B.* ſhould take out letters of adminiſtration, they will at law be entitled to the ſecurities reſpecting *A. B.*'s eſtate; but I conceive a Court of Equity will not compel *C. D.* to part with the ſecurities under which he is entitled to a beneficial intereſt, in caſe it ſhall appear that by parting with the poſſeſſion of the ſecurities his intereſt is put in jeopardy. The Spiritual Court upon granting letters of adminiſtration will take a bond to duly adminiſter, and *C. D.* cannot compel them to give any other ſecurity.

*Q.* As the widow renewed one of the leaſehold houſes in her own name, and which was held as to part for her own life, and as to other part for the life of another, is the ſaid *C. D.* her executor accountable to the relations of *A. B.* for more than a moiety of the rents and profits for that part held for the widows life up to the time of her death, as no ſale was made thereof, or for more than a reaſonable value for the life of the other perſon; the two tenements formerly being by *A. B.* as before obſerved, made into one building, and therefore cannot now be properly eſtimated diſtinctly?

*A.* The widow, previous to the renewal of the leaſe, was entitled to one moiety of the profits of the leaſehold eſtate, and the next of kin to the other moiety; after the renewal they were reſpectively entitled in the ſame proportions, ſubject to the payment of intereſt of the ſum advanced for the renewal, for which ſum the widow was a creditor upon the eſtate, and ſubject to a moiety of the principal ſum advanced for procuring the renewal; the next of kin are entitled to a moiety of the renewed intereſt in the leaſe, and the perſonal repreſentative of the widow to the other moiety.

*L. KENYON,*
1ſt May, 1773.

Mr. *FOUNTAIN*'s opinion to whom adminiſtration *de bonis non* ſhould be granted, who ſtated a caſe in point adjudged by the Court of Delegates.

A married woman dies inteſtate, her huſband takes adminiſtration to her and afterwards dies. The queſtion then ariſes, ſhall the adminiſtration *de bonis non* be granted to the executor of the huſband, or to the next of kin of the inteſtate. It was well argued on the part of the executor, that the whole of the inteſtates eſtate veſted immediately in her huſband after her deceaſe, and that the next of kin would not have any intereſt under ſuch adminiſtration when granted to her. On the other hand it was contended, that the act of ſettling the grant of adminiſtrations directs, that they ſhall be granted to the widow or next of kin. The court was of opinion that they were bound by the act, and in this caſe decreed adminiſtration to the next of kin, in preference to the executor of the huſband. The cauſe was Kindleſide againſt Cleever, determined in Trinity Term 1748. Thus has the law ſtood, and it has been the practice ever ſince.

In the preſent caſe then I am clear of opinion that the next of kin are entitled to adminiſtration *de bonis non*, and that it cannot be granted to *C. D.* unleſs all thoſe in diſtribution do firſt renounce.

*M. FOUNTAIN,*
Auguſt 18, 1774.

ceaſed,

ceaſed, and alſo the adminiſtratrix of the goods and chattels of *Richard Mabbet*, late of London, Gentleman, deceaſed, unadminiſtered as well by the ſaid *P.* as the ſaid *J. H.* and *S. D.* which ſaid *S.* and *J.* had alſo reſpectively taken out proper letters of adminiſtration to the ſaid *R. M.)* and *John Rees* of, *&c.* Gentleman, of the one part, and *William Way* of, *&c.* and *William Cook* of, *&c.* of the other part. **Whereas** the ſaid *R. M.* was the inventor and propoſer of a way and method of ſatisfying a certain debt of one million two hundred thouſand pounds due and owing from his late Majeſty King ——————, commonly called and known by the name of the Bankers Debt: **And whereas** ſeveral perſons, concerned and intereſted in the ſaid debt, did ſubſcribe and execute a certain deed poll, bearing date on or about the fifteenth day of July 17—, in and by which ſaid deed poll, the ſeveral ſubſcribers thereunto did authoriſe and depute the ſaid *R. M.* to peruſe and proſecute the ſaid method propoſed, and to enter into ſuch treaties, and make ſuch agreement with his then Majeſty King ——————, or with ſuch perſon or perſons as he ſhould appoint, for the ſatisfaction and payment of ſuch debt, and of what was due reſpectively to the ſaid ſeveral ſubſcribers, either in the whole or in part, as fully and effectually, as they themſelves might or could do; **And** the ſaid ſubſcribers, in conſideration of the great pains and expence the ſaid *R. M.* had been at, and would be put to in carrying on the ſaid affair, did thereby *(inter alia)* covenant to pay the ſaid *R. M.* his executors, adminiſtrators or aſſigns, ten pounds, or after the rate of ten pounds *per cent.* and after that rate for any leſs ſum than one hundred pounds for what they the ſaid ſubſcribers, their executors, adminiſtrators and aſſigns, ſhall receive of their reſpective ſhares of the ſaid debt of one million two hundred thouſand pounds in money, tallies, bills, orders, or otherwiſe howſoever: **And whereas** the ſaid *R. M.* did afterwards obtain ſeveral acts of parliament, in purſuance of, and for the accompliſhment of the ſaid method propoſed: **And whereas** divers of the ſubſcribers to the ſaid deed poll, and their repreſentatives, have paid or cauſed to be paid ſeveral ſums of money, in part or on account of the proportions from them due and payable of the ſaid premium of ten pounds, or after the rate of ten pounds *per cent.* accoridng to the intent and meaning of the ſaid deed poll, amounting in the whole to the ſum of one thouſand four hundred and forty-ſix pounds two ſhillings and two pence, or thereabouts, and there are ſtill remaining due and owing and unpaid, by and from ſeveral of the ſubſcribers to the ſaid deed poll, or their repreſentatives, conſiderable ſums of money which they are obliged to pay by the ſeveral covenants and agreements therein expreſſed and mentioned: **And whereas** by indenture *ſextipartite*, bearing date, *&c.* and made between the ſaid *J. H.* of, *&c.* ſpinſter, (executrix of the laſt will and teſtament of *P. M.* the late widow and adminiſtratrix of *R. M.* of London, Gentleman, deceaſed, and alſo adminiſtratrix of the goods and chattels of the ſaid *R. M.* unadminiſtered by the ſaid *P. M.*) of the firſt part, *W. H.* of, *&c.* (executor of *J. H.* of, *&c.* deceaſed,) and *C. L.* of, *&c.* of the ſecond part, the ſaid *J. R.* (by the name of *J. R.* of, *&c. J. B.* of, *&c.* and *A. A.* of, *&c.* of the third part, *W. M.* of, *&c.* and *G.* his wife, formerly *G. W.* and *R. W.* of, *&c.* ſpinſter, (which ſaid *G.* and *R.* were adminiſtrators of the goods and chattels, rights and credits of *J. W.* late of, *&c.* deceaſed, of the fourth part, *T. C.* of *&c.* ironmonger, of the fifth part, and *A. C.* of, *&c. J. N.* of, *&c.* and *D. S.* of, *&c.* Gentleman, of the ſixth part; Reciting *(inter alia)* divers tranſactions of and concerning the ſaid premiums and other the premiſes; Reciting alſo many deeds and writings relating thereunto, in and by which deeds and writings it appears, that the title and intereſt of the ſaid *R. M.* to the ſaid premiums, had in ſome part been ſold and diſpoſed of, or otherwiſe engaged, made ſubject to or incumbered with divers ſums of money from time to time, to be paid to divers perſons therein deſcribed and mentioned; and that the whole intereſt, right and title of the ſaid premiums, and to every part thereof, was then come to and veſted in the ſaid *J. H. W. H. J. R. J. B. A. A. W. M.* and *G.* his wife, *R. W.* and *T. C.* in the manner and proportions which herein after are particularly ſet forth; **And whereas** to prevent any ſuits and controverſies that probably might ariſe, and to end all differences that had been or were then depending between them, and to the intent that the part or ſhare of each of the ſaid parties to the ſaid indenture *ſextipartite*, who was from thence to ſhare and have any intereſt in the ſaid deed poll and premiums, ſum or ſums of money due and payable, or which ſhould become due and payable thereby, or for or on account of any matter, clauſe or thing therein contained ſhould be aſcertained, known and fixt; *It was agreed* by and between all the ſaid parties to the ſaid indenture *ſextipartite*, that all and every the ſum and ſums of money due, for or on account of the premiums aforeſaid, from time to time as they ſhould be got in, ſhould after certain ſums therein mentioned (being firſt paid and ſatisfied) be divided and paid to and amongſt the ſaid *J. H. J. R. W. H. C. L.* and *T. C.* in the proportions following, *viz.* ſeven ſhillings and ſix pence of every twenty ſhillings to the ſaid *J. R.* for and in lieu of his intereſt of the ſaid premiums, five ſhillings and three pence halfpenny of every twenty ſhillings to the ſaid *J. H.* for and in lieu of her intereſt in the premiums aforeſaid, three ſhillings and five pence three farthings of every twenty ſhillings to the ſaid *W. H.* for and in lieu of his intereſt in the ſaid premiums, two ſhillings and two pence three farthings of every twenty ſhillings to the ſaid *C. L.* and the remaining one ſhilling and ſix pence of every twenty ſhillings to the ſaid *T. C.* for his intereſt in the ſaid premiums, and ſo in proportion to each of them the ſaid *J. R. J. H. W. H. C. L.* and *T. C.* a like diviſion ſhould be made of every ſum leſs than twenty ſhillings, which ſhould be received out of or on account of the premiums aforeſaid: **And whereas** ſince the date and time of executing of the ſaid indenture *ſextipartite* the ſaid *W. W.* and *W. C.* have at their joint expence, and with their own proper money bought in and purchaſed as well the ſeveral ſhares of the ſaid *W. H. C. L.* and *T. C.* as alſo all and every other ſum or ſums of money due to them the ſaid *W. H. C. L.* and *T. C.* from any other of the ſaid proprietors or partners in the ſaid premiums, and by the ſaid indenture *ſextipartite*, or by any other writing charged upon their reſpective ſhares of the ſame: **And whereas** the ſaid ſhares and intereſt of the ſaid *W. H. C. L.* and *T. C.* were bought in the name of the ſaid *M. R.* but in truſt only and for the benefit of the ſaid *W. W.* and *W. C.* their executors, adminiſtrators and aſſigns: **And whereas** for the preventing all diſputes, controverſies or diſagreements that may at any time hereafter ariſe and happen between the ſaid parties hereunto concerning their ſhares, intereſt and proportions of the ſaid premiums, and the diviſion of the money to be had, got in and received, for or upon account thereof; and that the ſame may for the future be fully and clearly eſtabliſhed and known, and a juſt and perfect method fixed and ſettled for all further proceedings, that relate or any way concern the ſame; **The ſaid** parties to theſe preſents **Do** hereby mutually covenant, declare and agree, to and with each other touching the premiſes, in manner following; (that is to ſay,) That the ſaid premiums, and all and every the ſum and ſums of money due and unpaid, for or on account thereof, that ſhall be got in, ſhall after payment of the ſum of twenty-one pounds

Recital, &c. Of propoſal for paying a debt due from the crown. R. M. deputed to carry on the ſcheme.

Creditors agreement to pay him a premium of 10l. per cent.

Acts obtained.

Several of the creditors have paid ſeveral ſums as premiums, but ſeveral conſiderable ſums are behind.

Of a deed,

whereby it appeared that R. M.'s title to the premiums was incumbered, and that the title was veſted in J. H. W. H. J. R. J. B. A. A. W. M. and G. his wife, R, W. and T. C. in proportions.

Agreement as to dividing and paying the money.

Purchaſe of the ſhares by W. W. and W. C.

Whoſe ſhares and intereſt were bought in the name of M. R. for M. W.

to

to the ſaid *J. R.* be paid to and divided amongſt them the ſaid *M. R. J. R. W. W.* and *W. C.* in the proportions following; (that is to ſay,) Five ſhillings and three pence halfpenny of every twenty ſhillings to the ſaid *M. R.* for and in lieu of her ſhare and intereſt in the ſaid premiums, ſeven ſhillings and ſix pence of every twenty ſhillings to the ſaid *J. R.* for and in lieu of his ſhare and intereſt in the ſaid premiums, and the remaining ſeven ſhillings and two pence halfpenny, the ſhares and proportions of the ſaid *W. H. C. L.* and *T. C.* lately bought in and purchaſed as aforeſaid, out of every twenty ſhillings, to the ſaid *W. W.* and *W. C.* for and in lieu of their ſhare and intereſt in the premiums aforeſaid, and ſo in proportion to each of them the ſaid *M. R. J. R.* and *W. W.* and *W. C.* a like diviſion ſhall be made of every ſum leſs than twenty ſhillings that ſhall be received out of or on account of the ſaid premiums: **Now** for the ſettling a juſt and proper method in all future proceedings concerning the getting in ſuch ſum and ſums of money as remain due and unpaid of the ſaid premiums covenanted to be paid by the ſubſcribers to the ſaid deed poll, and for the better carrying on and proſecuting ſuch ſuit or ſuits, and the doing ſuch other acts, matters and things as may be adviſed and thought proper for obtaining and recovery, and after ſuch recovery, for the diviſion or diſpoſal of the ſame; **This Indenture witneſſeth**, that as well for the conſideration of ten ſhillings a-piece of, *&c.* to them the ſaid *M. R.* and *J. R.* in hand paid by the ſaid *W. W.* and *W. C.* at, *&c.* the reſpective receipts whereof are hereby acknowledged, and for divers, *&c.* they the ſaid *M. R.* and *J. R.* **have**, and each of them **hath** granted, bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents **Do**, and each of them **doth** grant, *&c.* unto the ſaid *W. W.* and *W. C.* their executors, adminiſtrators and aſſigns, **the ſaid** recited deed poll, and all and every the premiums, ſum and ſums of money whatſoever due and payable, or which ſhall become due and payable thereby, or by virtue thereof, or for or on account of any matter, clauſe or thing therein contained, and alſo all the eſtate, *&c.* of them the ſaid *M. R.* and *J. R.* reſpectively, of, in to or out of the hereby aſſigned or intended to be aſſigned premiſes, every or any part thereof; **To have, hold**, receive, take and enjoy the aforeſaid premiums, ſum and ſums of money, and all and ſingular other the premiſes before hereby granted, *&c.* with their and every of their appurtenances, unto the ſaid *W. W.* and *W. C.* their, *&c.* **Upon truſt nevertheleſs** to and for the ſeveral uſes, intents and purpoſes herein after mentioned, (that is to ſay,) **Upon truſt** that they the ſaid *W. W.* and *W. C.* and the ſurvivor of them, his, *&c.* ſhall and do with all convenient ſpeed recover, receive and get in the ſaid premiums, ſum and ſums of money hereby aſſigned, and every part and parcel thereof, and out of the monies which ſhall be received thereby, in the firſt place pay and ſatisfy all ſuch coſts, charges and expences, as they, or either of them, ſhall ſuſtain or be put unto in execution of the truſt hereby in them repoſed; **And** from and after payment of all ſuch coſts and expences, **Then upon further truſt** and confidence that they the ſaid *W. W.* and *W. C.* and the ſurvivor of them, his executors and adminiſtrators, do and ſhall pay and diſtribute the remainder of the monies ariſing by and out of the premiums and premiſes aforeſaid, as the ſame from time to time be received and got in after payment of the coſt and charges to themſelves as aforeſaid, and the ſaid ſum of twenty-one pounds to the ſaid *J. R.* to and amongſt them the ſaid *M. R. J. R. W. W.* and *W. C.* in the proportions herein before agreed and herein after mentioned, *viz. &c.* and ſo in proportion for every leſs ſum than twenty ſhillings, and to and for no other uſe, intent or purpoſe whatſoever: **And** for the further and better enabling them the ſaid *W. W.* and *W. C.* to recover and get in the ſaid premiums and premiſes hereby aſſigned, or intended ſo to be, and every part thereof, they the ſaid *M. R.* and *J. R.* **have**, and each of them **hath** made, *&c.* and by, *&c.* the ſaid *W. W.* and *W. C.* and the ſurvivor of them, their and each of their true and lawful attorney and attornies for them, and each of them, and in their and each of their names, or in the names of them the ſaid *W. W.* and *W. C.* and the ſurvivor of them, to aſk, *&c.* of and from all and every perſon and perſons who of right ought to pay the ſame, all and every or any the premiums, ſum or ſums of money and premiſes hereby aſſigned, or intended ſo to be, and upon receipt thereof, or of any part thereof, acquittances or other diſcharges for them the ſaid *M. R.* and *J. R.* or in the name or names of them the ſaid *W. W.* and *W. C.* alone, or in their names and the name of the ſaid *M. R.* and *J. R.* to make and give for the ſame; and upon default of the payment thereof, to commence any action, *&c.* **And this Indenture further witneſſeth**, that in conſideration of the premiſes, and in further execution of the intention and agreement of the ſaid *M. R. W. W.* and *W. C.* **She** the ſaid *M. R.* hereby for herſelf, her, *&c.* **doth** covenant and agree to and with the ſaid *W. W.* and *W. C.* their, *&c.* that they, ſome or one of them, ſhall and may receive, take, retain or with-hold the ſum of two ſhillings and three pence half-penny out of every five ſhillings and three pence half-penny, which ſhall become due and payable to her the ſaid *M. R.* by virtue of theſe preſents, until they the ſaid *W. W.* and *W. C.* ſhall be reimburſed, paid and ſatisfied by receipt of ſuch ſums of two ſhillings and three pence half-penny out of every twenty ſhillings, the ſum of three hundred and ſixteen pounds fifteen ſhillings and two-pence to their own uſe and benefit, in ſatisfaction of the like ſum of three hundred and ſixteen pounds fifteen ſhillings and two-pence, charged upon the ſhare and proportion of the ſaid *J. H.* and made payable in the ſaid indenture *ſextipartite* to the ſaid *W. H.* and *C. L.* whoſe eſtate and intereſt in the premiums and premiſes of the ſaid *W. W.* and *W. C.* have purchaſed in, and are thereunto intitled as aforeſaid: **And this Indenture further witneſſeth**, that the ſaid *M. R.* and *W. R.* and *W. W.* in further execution of the ſaid recited agreement, do hereby for themſelves, their, *&c.* covenant and agree to and with the ſaid *J. R.* his, *&c.* and the ſaid *M. R.* doth hereby alſo direct and appoint that they the ſaid *W. W.* and *W. C.* ſhall and may, out of the firſt money which ſhall become due and be received after the deduction of the coſts and charges in recovering the ſame, pay or cauſe to be paid to the ſaid *J. R.* his, *&c.* the ſum of twenty-one pounds before agreed to be paid: **And the ſaid** *W. W.* and *W. C.* do for themſelves, their, *&c.* covenant, *&c.* by, *&c.* that after payment of the ſaid ſum of three hundred and ſixteen pounds fifteen ſhillings and two-pence, to the ſaid *W. W.* and *W. C.* by and out of the two ſhillings and three pence halfpenny in the pound to be by them received as aforeſaid, then the ſaid *W. W.* and *W. C.* and the ſurvivor, ſhall and will pay the ſaid two ſhillings and three pence halfpenny in the pound (to be for the future received) unto the ſaid *M. R.* her, *&c.* **And** it is hereby provided and agreed by all the parties hereunto, that the ſaid *W. W.* and *W. C.* and the ſurvivor of them, their, *&c.* ſhall not be anſwerable for any greater or other ſum of money than he or they ſhall actually receive, and not the one for the other, or for the acts of the other, but each for own act, deed or receipt only. **And laſtly**, to the end and purpoſe that the ſaid truſt herein or hereby repoſed in them the ſaid *W. W.* and

Conſideration.

Aſſignment.

Habendum.

Upon truſt to recover the ſame, pay charges,

afterwards to diſtribute the money.

Letter of attorney.

Covenants that the aſſignees may reimburſe themſelves of the money due on their purchaſed ſhares.

M. R. W. W. and W. C. covenant to pay J. R.

W. W. and W. C. covenant to pay M. R.

The truſtees not to be anſwerable for more than they receive, nor for each other. When they are to account.

and *W. C.* and the survivor of them, may be better put in execution, and the proceedings therein may plainly appear, to prevent and avoid all differences which may otherwise arise by delaying to make up the accounts of the said trust, It is hereby declared and intended, that at the end of every three months, or oftener if desired by the parties interested in the premises, by virtue of these presents, or either of them, an account shall be made up, stated and settled, that each party from time to time may have and receive his, her or their respective share or shares and parts, if any there be, upon every such account, according to the true intent and meaning of these presents. In Witness, &c.

*Assignment of a Mortgage Term to attend the Inheritance. (By Indorsement.)*

Recital that the equity of redemption is vested in W. B. Principal and interest money due.

TO all to whom these presents shall come, the within named *W. J. W. D.* and *W. B.* of, *&c.* send greeting: Whereas the inheritance and equity of redemption of the within mentioned premises, is now vested in the said *W. B.* or some other person in trust for him, And there is now due and owing to the said *W. J.* on the within mentioned bond, for principal and interest, the sum of, *&c.* And whereas the said *W. B.* hath agreed to pay off the said bond-debt; and it is likewise agreed that the said bond and the within written indenture of assignment shall be assigned to *R. W.* of, *&c.* for the residue of the within mentioned term of five hundred years, for the better securing the repayment of the said sum of, *&c.* to the said *W. B.* his executors, administrators and assigns: Now know ye, That for and in consideration of the said sum of, *&c.* to the said *W. J.* in hand well and truly paid by the said *W. B.* (in full for principal and interest due and owing on the said bond) And also in consideration of the sum of five shillings, of, *&c.* to the said *W. D.* and *W. J.* in hand likewise paid by the said *R. W.* (the respective receipts whereof are hereby acknowledged,) They the said *W. J.* and *W. B.* (by the direction of the said *W. B.*) have, and each of them hath bargained, sold, assigned, and set over, and by these presents do, and each of them doth bargain, sell, assign, and set over unto the said *R. W.* his executors, administrators and assigns, The within mentioned capital messuage, messuages, lands, tenements, hereditaments and premises, with their and every of their appurtenances, And the reversion and reversions, remainder and remainders, rents, issues and profits of the said premises, And all the estate, right, title, interest, term and terms for years, claim and demand whatsoever of the said *W. J.* and *W. D.* in and to the same, together with the said bond and indenture of assignment, To have and to hold the said capital messuage, messuages, lands, tenements and premises, with the appurtenances to the said *R. W.* his executors, administrators and assigns, from henceforth for and during the residue and remainder of the within mentioned term of five hundred years, In trust nevertheless for the said *W. B.* his executors, administrators and assigns; And the said *W. J.* and *W. D.* for themselves severally, and not jointly, nor the one for the other, or for the act, heirs, executors, or administrators of the other, Do covenant, promise and grant, to and with the said *W. B.* his heirs and assigns, that they the said *W. J.* and *W. D.* have not, nor hath either of them at any time heretofore done, committed, or suffered any act, matter or thing whatsoever, whereby the said capital messuage, messuages, lands, tenements, hereditaments and premises, or any of them, are or may be impeached or incumbered, in title, charge, estate, or otherwise howsoever. In Witness, &c.

Consideration.

Assignment.

Premises.

Habendum.

For remainder of the term, in trust for W. B.

Covenant that no act has been done to incumber.

*(Pigott.)*

*A collateral Security, whereby several Money Legacies (subject to Mortgages made thereof,) are assigned as a farther Security upon three Judgments and a new Bond,* &c. *wherein a stated Account with mutual general Releases,* &c. *subject to a Proviso,* &c. *to vacate Judgments, and not to take out any Process thereon in the mean Time.*

Recitals, viz. as to several legacies given by the will of H. R, to several persons, and their wills and assignments and mortgages thereof.

THIS Indenture, &c. Between *C. F.* of, *&c.* Esq; (Administrator of the goods and chattels, debts and credits of *R. E.* late of, *&c.* of the one part, and *H. L.* of, *&c.* of the other part. Whereas *H. N.* late of A. in the kingdom of France, Esq; deceased, did by his last will and testament in writing, bearing date, *&c.* (amongst other legacies and bequests) give and bequeath the several legacies or sums of money, unto the several persons therein and herein after named, *viz.* unto his nephew *G. N.* the legacy or sum of one thousand pounds, unto his nephew *H. N.* the sum of five hundred pounds, unto his nephew *A. N.* the legacy or sum of five hundred pounds, and unto his niece *D. N.* the legacy or sum of five hundred pounds, together with interest for the said several legacies after the rate of four pounds *per cent. per annum*, until the respective times of payment thereof; *(recite several assignments and mortgages of the said several legacies, whereby some of them became vested in the said Mr.* E. *and that Mr.* F. *had assigned some of them to several mortgagees for securing several sums of money:)* And whereas the said *H. L.* obtained the judgment against the said *C. F.* in his Majesty's Court of Common Pleas at Westminster, as of, *&c.* in an action of debt upon bond, for the sum of one thousand four hundred pounds, the penalty of the said bond, besides costs of suit; *(recite two other judgments obtained by* L. *against* F. *by bond for one hundred pounds and five hundred and seven pounds)* as in and by the said several judgments remaining as of record in the said court, relation being to them respectively had, may more at large appear: And whereas, for better securing payment of the said several principal sums of money, and the interest thereof now due from the said *C. F.* to the said *H. L.* as aforesaid, he the said *C. F.* together with *M. N.* of, *&c.* by their bond or obligation, bearing date, *&c.* are and stand jointly and severally bound unto the said *H. L.* in the penal sum of one thousand two hundred pounds, conditioned for the payment unto the said *H. L.* his executors, *&c.* of the sum of six hundred pounds, on the several days, and in manner as therein mentioned, as by the said bond, *&c.* And whereas, upon a general account this day made up, settled and stated, by and between the said *C. T.* and *H. L.* as well of and concerning the several principal sums of money, interest, costs and charges now due and secured unto the said *H. L.* by virtue of the several recited judgments; as also of all other debts, transactions and dealings between him and the said *C. F.* it appears upon the balance thereof, that there is now due and owing from the said *C. T.* to the said *H. L.* the sum of ———, as by the said account bearing even date herewith, and signed by them the said *C. T.* and *H. L.* may appear: And whereas, before the signing the said stated account, they the said *C. F.* and *H. L.* in pursuance

As to three judgments obtained by assignee against assignor.

As to a new bond from assignee with another person to assign for better securing payment of the sum now due to him.

As to a general stated account of even date, between assignor and assignee, and what now due to him on balance thereof. As to general releases

purſuance of an agreement between them for that purpoſe, have executed unto each other general releaſes alſo bearing even date with, and executed immediately before theſe preſents, in one of which releaſes, the ſaid *C. F.* hath remiſed, *&c.* unto the ſaid *H. L.* his, *&c.* all and all manner of actions, ſuits and demands whatſoever, both at law and in equity, for or by reaſon of any tranſactions, dealings, accounts, reckonings, agreement and agreements whatſoever, had, made or agreed unto, by and between him and the ſaid *C. F.* or for, or by reaſon or on account of any other matter, cauſe or thing whatſoever from the day of the date thereof, in ſuch manner as therein is mentioned, and in and by the ſaid other general releaſes, the ſaid *H. L.* hath hereby remiſed, *&c.* to the ſaid *C. F.* his, *&c.* all, *&c.* from the day of the date of the ſame releaſe, ſave and except as to all principal and intereſt monies now due and to become due from the ſaid *C. F.* to the ſaid *H. L.* by virtue of the ſaid three ſeveral judgments and laſt recited bond, together with all coſts, charges and damages touching the recovering and receiving thereof, as by the ſaid general releaſes may appear: **And whereas**, previous to the ſigning of the ſaid ſtated account, and executing of the ſaid general releaſes, it was mutually agreed between the ſaid *C. F.* and *H. L.* in manner as follows, *viz.* That the three recited judgments ſo obtained by the ſaid *H. L.* againſt the ſaid *C. F.* as aforeſaid, together with the ſaid laſt recited bond, ſhould ſtand and remain as a ſecurity for payment of the ſaid ſum of ——— pounds, ſo now due to the ſaid *H. L.* as aforeſaid, together with all intereſt now due and from henceforth to become due for the ſame, and alſo of all coſts and charges touching the recovering and receiving thereof; and that he the ſaid *C. F.* as a further ſecurity for payment of the ſame, ſhould aſſign unto the ſaid *H. L.* the ſaid ſeveral herein before recited legacies, (ſubject nevertheleſs to the ſeveral herein before recited ſecurities made thereof as aforeſaid) in ſuch manner as herein after is mentioned; in conſideration whereof he the ſaid *H. L.* agreed, on payment to him of the ſaid ſum of ——— pounds, and the intereſt thereof, and of all coſts and charges touching his recovering and receiving the ſame, to re-aſſign the ſaid ſeveral legacies, and to acknowledge ſatisfaction upon record of the ſaid ſeveral judgments, and that he the ſaid *H. L.* in the mean time would not take out any execution, or other proceſs upon all or any of the ſaid judgments in ſuch manner as herein after is alſo mentioned: **Now this Indenture witneſſeth**, that the ſaid *C. F.* (in purſuance and performance of his part of the ſaid recited agreement, and for better ſecuring payment of the ſaid ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, and the intereſt thereof, unto the ſaid *H. L.* his, *&c.* and alſo for and in conſideration of the ſum of ten ſhillings, of, *&c.* to the ſaid *C. F.* in hand paid by the ſaid *H. L.* at, *&c.* the receipt, *&c.* and for divers, *&c.* **hath** granted, *&c.* and by, *&c.* the ſaid *C. F.* doth fully, freely, clearly and abſolutely grant unto the ſaid *H. L.* his executors, adminiſtrators and aſſigns, **All** thoſe the ſaid ſeveral herein before mentioned and recited legacies, given, deviſed and bequeathed in and by the ſaid reſpective wills of them the ſaid firſt herein named *H. N. G. N.* and *A. N.* or any of them, unto the ſeveral perſons herein before mentioned, or which was or were aſſigned unto, or otherwiſe become veſted in him the ſaid *R. E.* together with all intereſt monies now due or owing, and which ſhall hereafter become or grow due, for or in reſpect of the ſaid ſeveral legacies or ſums of money hereby aſſigned, or intended to be aſſigned, or any of them, or any part thereof, and alſo all the right, title, intereſt, power and equity of redemption, truſt, property, claim and demand whatſoever of him the ſaid *C. F.* of, in and to the ſaid ſeveral hereby aſſigned legacies or ſums of money, or any of them, or any part or parcel thereof; (**Subject nevertheleſs** to the ſaid ſeveral herein before mentioned and recited mortgages or aſſignments thereof, ſo far as the ſame affect or concern the ſaid hereby aſſigned premiſes, or any part thereof;) **To have and to hold**, receive, take and enjoy all and ſingular the herein before mentioned and intended to be hereby aſſigned legacies and premiſes, unto the ſaid *H. L.* his, *&c.* from thenceforth, as and for his and their own proper monies and effects for evermore; (**Subject nevertheleſs** to the proviſo or agreement herein after contained for the redemption of the ſaid herein before aſſigned legacies; **And the ſaid** *C. F.* doth hereby give and grant unto the ſaid *H. L.* his, *&c.* full power and authority by all lawful ways and means, and by due courſe of law or equity, at the ſole and proper coſts and charges of him the ſaid *C. F.* his, *&c.* to proceed or ſue for the recovery, and compel payment of the ſaid hereby aſſigned legacies or ſums of money, and the intereſt thereof, or any of them, or of any part or parcel thereof, and upon receipt and payment thereof, or of any part thereof, to make and give acquittances or other diſcharges for the ſame, as occaſion ſhall require, and whatſoever ſhall be ſo recovered and received, to retain and keep to his and their own uſe and behoof, as his and their own proper eſtate; (**Subject nevertheleſs** in manner as aforeſaid.) **And this Indenture further witneſſeth**, that in further purſuance and performance of the ſaid recited agreement, and for better ſecuring payment of the ſaid principal ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, together with intereſt thereof, and of all coſts and charges touching and concerning the ſame, unto the ſaid *H. L.* his executors, adminiſtrators and aſſigns, it is hereby agreed and declared, by and between the ſaid parties hereto, that the ſaid herein before recited ſeveral judgments and laſt recited bond, ſhall ſtand, remain, and be as a ſecurity, as well for payment of the ſaid ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, and the intereſt thereof, together with all coſts and charges touching the recovering and receiving the ſame, in ſuch manner, and ſubject to the acknowledging ſatisfaction upon the ſaid judgments, and the delivering up the laſt recited bond in ſuch manner as herein after is mentioned and expreſſed: **Provided always**, and it is hereby agreed and declared, by and between the ſaid parties to theſe preſents, and the ſaid *H. L.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *C. F.* his, *&c.* that if he the ſaid *C. F.* his, *&c.* ſhall and do well and truly pay, *&c.* unto the ſaid *H. L.* his, *&c.* at or in his now dwelling-houſe, ſituate, *&c.* the ſaid ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, of, *&c.* by ſix half-yearly payments, in manner as follows, (that is to ſay) *&c.* together with intereſt for the ſame ſeveral and reſpective ſums, until the reſpective times of payment thereof, after the rate of five pounds *per cent. per annum*, and together alſo with all coſts and charges touching the recovering and receiving thereof, and that without any manner of deduction or abatement for taxes parliamentary or other charges or aſſeſſments whatſoever or howſoever, that then the aſſignment herein before made of the ſaid ſeveral legacies, ſhall be abſolutely void and of none effect; and that then alſo he the ſaid *H. L.* his executors, adminiſtrators or aſſigns, (at the coſts and charges of the ſaid *C. F.* his, *&c.*) ſhall and will acknowledge ſatisfaction upon record of the ſaid ſeveral judgments, or do any other lawful act to vacate and diſcharge the ſame, as by the counſel of the ſaid *C. F.* his heirs, executors or adminiſtrators, ſhall in that behalf be reaſonably adviſed or required; and that then alſo he the ſaid *H. L.* his, *&c.* ſhall deliver up to the ſaid *C. F.* his, *&c.* the ſaid laſt recited bond to be cancelled; any thing, *&c.* **And**, *&c.* (*Mr.* F. *covenants to pay the money as before mentioned, and that he nor* R. E. *have not aſſigned,*

given by each party.

Judgments and bond excepted.

As to previous agreement for aſſigning legacies as a collateral ſecurity.

First conſideration being aſſignor's aſſignment of the legacies, &c.

Subject to ſecurities made thereof. Habendum.

Short letter of attorney.

Subject, &c. Second conſideration. Declaration as to the judgments.

Proviſo.

to be void, and then to acknowledge ſatisfaction on record on ſaid judgments.

Third conſideration Mr. L. covenants, viz. to re-aſſign ſaid legacies, &c.

*ſigned*, &c. *ſave as before mentioned, but that the legacies are due*, &c. *good right, further aſſurance.)* **And this Indenture further witneſſeth**, that the ſaid *H. L.* in purſuance and performance of his part of the ſaid recited agreement, and in conſideration of the ſaid ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, and the intereſt thereof, and of all coſts and charges to be to him paid by the ſaid *C. F.* in manner as aforeſaid, doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *C. F.* his heirs, executors and adminiſtrators, in manner as follows: (that is to ſay) That he the ſaid *H. L.* his executors, adminiſtrators or aſſigns, (on full payment to him and them by the ſaid *C. F.* his executors, adminiſtrators or aſſigns, of the ſaid ſum of ſeven hundred and eight pounds, ſeventeen ſhillings, and five-pence, together with intereſt for the ſame, and of all coſts and charges touching the ſame, on the ſeveral days and in manner as aforeſaid) ſhall and will, at the requeſt and charge of the ſaid *C. F.* his executors, adminiſtrators or aſſigns, re-aſſign unto him or them, or to ſuch other perſon or perſons as he or they ſhall direct or appoint, the ſaid herein before recited and aſſigned ſeveral legacies or ſums of money, and the intereſt thereof; **and alſo** that he the ſaid *H. L.* his executors, adminiſtrators or aſſigns, ſhall not, nor will take out any extent, execution or other proceſs whatſoever, upon all or any of the ſaid judgments, until ſuch time as default or failure ſhall be made in payment of all, any or either of the ſaid ſix ſeveral payments of the ſaid ſum of ſeven hundred and eight pounds, ſeventeen ſhillings and five-pence, and the intereſt thereof, in manner as aforeſaid; **and laſtly** that he, the ſaid *H. L.* his executors, adminiſtrators or aſſigns, on full payment to him and them of the ſaid ſum of ſeven hundred and eight pounds ſeventeen ſhillings and five-pence, and the intereſt thereof, together with all coſts and charges touching the ſame in manner as aforeſaid, ſhall and will, at the like coſts and charges of the ſaid *C. F.* his heirs, executors or adminiſtrators, acknowledge ſatisfaction upon the record of the ſaid ſeveral recited judgments, or do any other legal act to vacate the ſame, as by him or them, or his or their counſel learned in the law, ſhall in that behalf be reaſonably adviſed or required. **In Witneſs**, &c.

Not to take out any proceſs &c. until default in payment of either of the ſix ſums, and on full payment to acknowledge ſatisfaction on ſaid judgment.

*(Wood)*

*An Aſſignment by an Executor and Reſiduary Legatee, of a Leaſe for Years, with Exceptions in favour of the Leſſors (being a Corporation) and proper Covenants on both ſides.*

**THIS Indenture**, made the ſixteenth day of April, in the nineteenth year, *&c.* and in the year of our Lord, 1779. **Between** Sir *Abraham Aſhly*, Baronet, eldeſt ſon and ſole executor of Sir *Abraham Aſhly*, late of, *&c.* Baronet, deceaſed of the one part, and *Benjamin Billing*, of, *&c.* Tanner, of the other part. **Whereas** by indenture bearing date the ſixteenth day of April which was in the year of our Lord 1753, and made, or mentioned to be made between the Mayor, Commonalty, and Citizens of the City of London, Governors of the poſſeſſions, revenues, and goods of the hoſpitals of Edward late King of England the ſixth, Chriſt, Bridewell, and St. Thomas the Apoſtle, of the one part, and the ſaid Sir *Abraham Aſhly* (ſince deceaſed) by the name of *Abraham Aſhly*, of, *&c.* Merchant, of the other part, the ſaid Mayor, Commonalty and Citizens of the ſaid City, Governors aforeſaid, for the conſiderations therein mentioned. **Did** demiſe, leaſe, and to farm let, unto the ſaid Sir *Abraham Aſhly*, deceaſed, **All that** wharf lying and being on the ſouth ſide of Canton Street, oppoſite the ſouth end of a certain lane there, commonly called Dyer's Lane, containing by meaſure on the ground next the ſtreet there, commonly called Canton Street, nineteen feet of Aſſize, little more or leſs, eaſt and weſt, and next the Thames there ſeventeen feet of Aſſize, (little more or leſs) Eaſt and Weſt, and from Canton Street to the River of Thames, there, North and South; **And alſo** all that meſſuage or tenement ſituate and being on the north ſide of Canton Street aforeſaid, near the ſouth weſt corner of Dyer's Lane, conſiſting of the ſeveral rooms and grounds therein, and next herein after mentioned, *&c.* **All which** thereby leaſed premiſes thentofore were in the occupation of *Edward Eaton* and *Francis Fond*, or one of them, and then late were in the occupation of *George Gee* and *Henry Hurt*, their or one of their aſſigns or under-tenants, and then in the tenure or occupation of the ſaid Sir *Abraham Aſhly*, deceaſed, his under-tenants or aſſigns, and are ſituate, lying and being in Rotherhithe aforeſaid, in the ſaid county of Surrey, **Together** with all ways, lights, eaſements, profits, commodities and appurtenances whatſoever to the ſaid thereby leaſed wharf, meſſuage or tenement, yards, garden-plot and premiſes belonging or in any wiſe appertaining (**Except** and always reſerved out of the ſaid leaſe and demiſe unto the ſaid Mayor and Commonalty, and Citizens of the ſaid City, Governors aforeſaid, their ſucceſſors or aſſigns, out of the piece or parcel of ground lying and being on the north ſide of the ſaid yard there called Dyer's Yard, on the north ſide thereof, and out of the ſaid garden-plot on the ſouth ſide thereof, ſixty-three feet eaſt and weſt in length, and five feet north and ſouth in breadth all the length thereof, for enlarging the ſaid paſſage, and the then new intended way there, to make the ſame twenty-ſeven feet wide north and ſouth; **And alſo** except and reſerved out of the ſaid leaſe and demiſe ſo much of the ſaid thereby leaſed premiſes next to any other old or new ſtreet or ſtreets, land or lands, or paſſage there, whenſoever any houſes, meſſuages, edifices, or buildings ſhould be at any time then after erected or new built in and upon the ſaid leaſed premiſes, or any part thereof, next unto the ſame, as ſhould be ſufficient for the enlarging and making the ſaid ſtreet or ſtreets, lane or lanes, or paſſages twenty feet broad or upwards; and alſo except and reſerved out of the ſaid leaſe and demiſe free liberty for the ſaid Mayor, Commonalty and Citizens of the ſaid City, Governors aforeſaid, their ſucceſſors and aſſigns, all ancient or uſual watercourſes or widroughts, in, by and all through the ſaid demiſed premiſes, or any part thereof, and to and for *Jonathan Jones* and *James Kent*, and all other occupiers of the premiſes, whereto they, their under-tenants or aſſigns, had any right from time to time during the ſaid leaſe, to make, carry, amend and repair the watercourſes from all, every or any of the meſſuages or tenements, and yards there, then or then late in the occupation of the ſaid *Jonathan Jones* and *James Kent*, their executors, adminiſtrators and aſſigns, or tenants, or any of them, ſituate and being on the north ſide of Canton-Street there, near unto the ſaid brewhouſe, to, into and through the drain of the ſaid brewhouſe aforeſaid, ſo long and as often as need ſhould require; **To hold** the ſaid wharf, meſſuages, or tenements, piece or parcel of ground, garden-plot and premiſes with their appurtenances (**except** before excepted) unto the ſaid Sir *Abraham Aſhly* deceaſed, his executors, adminiſtrators and aſſigns, from the Feaſt-day of the Nativity of St. John the Baptiſt then next enſuing the date of the ſame indenture, for the term of ſixty-one years **at** and under the yearly rent of ſixteen pounds for the firſt twenty-five years of the ſaid term of ſixty-one years, and at and under the yearly rent

A Corporation Leaſe recited.

Parcels.

General words

with exceptions to the parcels,

to inlarge paſſages, make new ſtreets of certain dimenſions

and watercourſes

Habendum.

Reddendum

rent

rent of forty pounds for the remaining thirty-ſix years of the ſame term, payable quarterly, at the Feaſts of St. Michael the Archangel, the Birth of our Lord Chriſt, the Annunciation of the bleſſed Virgin Mary, and the Nativity of St. John the Baptiſt, by even and equal portions, as by the ſaid recited indenture of leaſe (among divers covenants and agreements therein contained on the part of the ſaid Sir *Abraham Aſhly*, deceaſed, his executors, adminiſtrators and aſſigns, to be done and performed) relation being thereunto had, may more fully appear. **And whereas** the ſaid Sir *Abraham Aſhly*, deceaſed, in his life-time erected and built a new brick meſſuage or tenement, in the room, place and ſtead of the ſaid leaſed meſſuage or tenement on the north ſide of Canton-Street aforeſaid, or on the toft, ſoil, or ground whereon the ſame meſſuage, at the time of the ſaid leaſe ſtood, or near thereto. **And whereas** the ſaid Sir *Abraham Aſhly*, deceaſed, afterwards duly made and publiſhed his laſt will and teſtament in writing, and (among other things) did thereby make the ſaid Sir *Abraham Aſhly* party hereto, his ſole executor, and alſo reſiduary legatee of his perſonal eſtate; and ſoon after the deceaſe of the ſaid teſtator the ſaid Sir *Abraham Aſhly* party hereto duly proved the ſaid will, and took on himſelf the burthen of the execution thereof, by means whereof, and of the ſaid will, he the ſame Sir *Abraham Aſhly* became, and is legally and rightfully poſſeſſed of, intereſted in, and entitled unto the ſaid meſſuages or tenements, wharf, ground, and other the ſaid leaſed premiſes, for all the now reſidue of the ſaid term of ſixty-one years therein, ſubject to the rents and covenants in the ſaid recited indenture of leaſe reſerved and contained, and which on the tenant's or leſſee's part are to be paid, done and performed. **And whereas** the ſaid *Benjamin Billing* (to whom the ſaid Sir *Abraham Aſhly*, party hereto hath ſome time ſince leaſed the ſaid premiſes for the term of forty-one years from Michaelmas 1763, at and under the yearly rent of eighty pounds, payable quarterly) hath contracted and agreed with him the ſame Sir *Abraham Aſhly* for the abſolute purchaſe of the ſaid meſſuages or tenements, wharf, ground, and other the premiſes comprized in, and leaſed by the ſaid firſt recited indenture, or mentioned or intended ſo to be, with their appurtenances, for all the now reſidue of the ſaid term of ſixty-one years therein, for the ſum of ſix hundred pounds of lawful money of Great Britain, freed and diſcharged of and from the ſaid yearly rent of eighty pounds from and after the Feaſt-day of the Annunciation of the bleſſed Virgin Mary now laſt paſt. **Now this Indenture witneſſeth**, That in purſuance of the ſaid recited agreement, and for and in conſideration of the ſum of ſix hundred pounds of lawful money of Great Britain, to the ſaid Sir *Abraham Aſhly* party hereto in hand well and truly paid by the ſaid *Benjamin Billing*, at or before the enſealing and delivery of theſe preſents, (the receipt and payment whereof he, the ſaid Sir *Abraham Aſhly* party hereto doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Benjamin Billing*, his executors, adminiſtrators and aſſigns, and every of them for ever, by theſe preſents) **he** the ſaid Sir *Abraham Aſhly* party hereto **hath** bargained, ſold, aſſigned, transferred and ſet over, **and** by theſe preſents **doth** bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Benjamin Billing*, his executors, adminiſtrators, and aſſigns, **all and every** the ſaid meſſuages or tenements, brewhouſe, wharf, pieces or parcels of ground, garden-plot, and other the premiſes in and by the ſaid firſt recited indenture demiſed and leaſed as aforeſaid, or mentioned or intended ſo to be, with their and every of their appurtenances; **And alſo** all meſſuages or tenements, edifices, erections and buildings in or upon the ſame ground and premiſes, or any part thereof, erected, built, ſtanding or being with their and every of their appurtenances (except as in the ſaid firſt recited indenture of leaſe is mentioned to be excepted) **And** the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and every part thereof (except before excepted). **And alſo** all the eſtate, right, title, intereſt, term and terms, for years yet to come and unexpired, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid Sir *Abraham Aſhly*, party hereto, of, in, to or out of the ſaid hereby, or mentioned to be hereby aſſigned, meſſuages or tenements, buildings, brewhouſe, wharf, pieces or parcels of ground, garden-plot and premiſes, or any of them, or any part or parcel thereof, (except before excepted) by force and virtue of the ſaid firſt recited indenture of leaſe, or the ſaid executorſhip, or either of them, or otherwiſe howſoever, together with the ſame indenture; **To have and to hold** the ſaid meſſuages or tenements, buildings, brewhouſe, wharf, pieces or parcels of ground, garden-plot, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their appurtenances (except before excepted) unto the ſaid *Benjamin Billing*, his executors, adminiſtrators, and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ſixty-one years therein, freed and diſcharged of and from the ſaid yearly rent of eighty pounds, and every part thereof, from and after the ſaid Feaſt-day of the Annunciation of the bleſſed Virgin Mary now laſt paſt, **ſubject nevertheleſs** to the rent and covenants in the ſaid firſt recited indenture of leaſe reſerved and contained, and which from and after the ſame Feaſt-day on the tenant's or leſſee's part to be paid, done and performed. **And the ſaid** Sir *Abraham Aſhly* party hereto, doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Benjamin Billing*, his executors, adminiſtrators and aſſigns, in manner following; that is to ſay, That the ſaid firſt recited indenture of leaſe is a good and ſufficient leaſe, valid in the law, of and for the ſaid meſſuages or tenements, buildings, brewhouſe, ground, and other the premiſes hereby, or mentioned to be hereby aſſigned, not forfeited or ſurrendered, or any ways avoided; **And** that he the ſaid Sir *Abraham Aſhly* party hereto (for and notwithſtanding any act, matter or thing by him, or by the ſaid Sir *Abraham Aſhly* deceaſed, or either of them done, committed, or wittingly or willingly ſuffered to the contrary) now hath in himſelf good right, full power, and lawful and abſolute authority to bargain, ſell, and aſſign the ſame meſſuages, buildings, brewhouſe, ground, and premiſes, with their appurtenances, unto the ſaid *Benjamin Billing*, his executors, adminiſtrators and aſſigns, for all the now reſidue of the ſaid term of ſixty-one years therein (except as is herein after excepted). **And further**, that it ſhall and may be lawful to and for the ſaid *Benjamin Billing*, his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter, during the continuance of the ſame term, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuages, buildings, brewhouſe, ground and premiſes hereby, or mentioned to be hereby aſſigned, with their appurtenances, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption, of, or by the ſaid Sir *Abraham Aſhly* party hereto, his executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming, or to claim from, by, or under, or in truſt for him, them, or any of them, or from by and under the ſaid Sir *Abraham Aſhly* deceaſed (except as is hereafter excepted) **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid Sir *Abraham Aſhly* party hereto, his heirs, executors or adminiſtrators, well

Recital that the leſſee (now deceaſed) built upon the premiſes, and made his will; and made the firſt party hereto his ſole executor and reſiduary legatee,

and that a leſſee under the executor has agreed with him for the purchaſe of the leaſe-hold intereſt.

The executors aſſign the ſame,

Parcels.

Habendum.

For reſidue of term.

Covenants that the firſt leaſe is valid, &c.

and that he has power to aſſign,

(with exception) and for quiet enjoyment,

(with exception) free from incumbrances.

well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other grants, bargains, ſales, leaſes, mortgages, aſſignments, eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid Sir *Abraham Aſhly* party hereto, and Sir *Abraham Aſhly* deceaſed, or either of them, their or either of their executors, adminiſtrators or aſſigns, or by any other perſon or perſons lawfully claiming, or to claim from by or under them, or either or any of them (*except* the ſaid leaſe made by the ſaid Sir *Abraham Aſhly* party hereto, unto the ſaid *Benjamin Billing* as aforeſaid; *and except* the rent and covenants in the ſaid firſt recited indenture of leaſe reſerved and contained, and which from and after the ſaid feaſt-day of the annunciation of the bleſſed Virgin Mary now laſt paſt, on the tenant's or leſſee's part are to be paid, done and performed). **And moreover**, that he the ſaid Sir *Abraham Aſhly* party hereto, his executors and adminiſtrators, and all and every other perſon and perſons having or lawfully claiming, or which ſhall or may have, or lawfully claim any eſtate, right, title, truſt, term or intereſt, of, in, to or out of the ſaid meſſuages, buildings, brewhouſe, ground and premiſes hereby, or mentioned to be hereby aſſigned, or any of them, or any part thereof, from by or under, or in truſt for him, them or any of them, or from by or under the ſaid Sir *Abraham Aſhly* deceaſed (*except* as is herein before excepted) ſhall and will at any time or times hereafter during the ſpace of nine years next enſuing the date hereof, upon every reaſonable requeſt, and at the coſts and charges in the law of the ſaid *Benjamin Billing*, his executors, adminiſtrators or aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds, aſſignments and aſſurances in the law whatſoever, for the further and better aſſigning and aſſuring of the ſaid meſſuages or tenements, buildings, brewhouſe, ground and premiſes hereby, or mentioned to be hereby aſſigned, with their appurtenances, unto the ſaid *Benjamin Billing*, his executors, adminiſtrators and aſſigns, for and during all the then reſidue of the ſaid term of ſixty-one years therein, **As** by the ſaid *Benjamin Billing*, his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required, **So as** ſuch further aſſurances contain in them no further or other covenants than are in theſe preſents contained; **And ſo as** the party or parties who ſhall be requeſted to make ſuch further aſſurances be not compelled or compellable for making or doing thereof to go or travel above miles from his or their then reſpective dwellings or places of abode. **And the ſaid** *Benjamin Billing* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant and agree to and with the ſaid Sir *Abraham Aſhly* party hereto, his executors and adminiſtrators, that he the ſaid *Benjamin Billing*, his executors, adminiſtrators or aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of the ſaid term of ſixty-one years pay the ſaid yearly rent of forty pounds, and perform, fulfil and keep all and every the covenants, grants, articles and agreements whatſoever, in the ſaid firſt recited indenture of leaſe contained; and which from and after the ſaid feaſt-day of the annunciation of the bleſſed Virgin Mary now laſt paſt, by and on the parts and behalfs of the tenants or leſſees of the premiſes hereby, or mentioned to be hereby aſſigned, are or ought to be performed and kept, according to the purport, true intent and meaning of the ſame indenture; and of and from the ſame rent, covenants, grants, articles and agreements, and all and every breach, default or neglect of or in the payment or performance thereof, which ſhall at any time or times hereafter happen to be made or done, ſhall and will ſave, defend, keep harmleſs, and indemnified the ſaid Sir *Abraham Aſhly* party hereto, his heirs, executors and adminiſtrators, and the heirs, executors and adminiſtrators of the ſaid Sir *Abraham Aſhly* deceaſed, and each and every of them, their, each and every of their lands and tenements, goods and chattels. **In Witneſs**, *&c.*

(*Horſeman.*)

except rents and covenants

and for further aſſurances.

The purchaſer covenants to pay the rents and perform covenants,

and to indemnify the aſſignor.

## *Aſſignment of Terms of Years in Truſt by way of Mortgage.*

**This Indenture Tripartite**, made the ſixth of February, in the eighteenth year, *&c.* and in the year of our Lord 1778, **Between** *Charles Fox* of, *&c.* of the firſt part, *Samuel Sayer* of, *&c.* Merchant, of the ſecond part, and *John Brown* and *Edward Brown* of, *&c.* of the third part. **Whereas** by indenture of leaſe tripartite, bearing date, *&c.* made between the ſaid *S. S.* party to theſe preſents, of the firſt part, *W. G.* of, *&c.* Bricklayer, of the ſecond part, and *T. P.* of, *&c.* Gentleman, of the third part, (reciting as therein is recited) he the ſaid *S. S.* for the conſiderations therein mentioned, **Did** demiſe to the ſaid *T. P.* **All thoſe**, *&c.* ſituate, lying and being, *&c.* as the ſame are more particularly deſcribed in the ſaid indenture; and alſo all thoſe, *&c.* and all other erections and buildings whatſoever, then erected and built in or upon the back ground lying, *&c.* together with a yard thereunto belonging and lying, *&c.* and all ways, paſſages, yards, lights, eaſements, waters, water-courſes, profits, advantages and appurtenances whatſoever, to the ſaid demiſed premiſes belonging, or in any wiſe appertaining; **To hold** to the ſaid *T. P.* his executors, adminiſtrators and aſſigns, from, *&c.* laſt paſt before the date of the ſaid indenture, for the term of fifty-two years, and one quarter of a year, at the yearly rent of, *&c.* payable quarterly; **And whereas** by miſtake the ſaid, *&c.* are expreſſed in the ſaid recited indenture to be four in number, but are really no more than three, one houſe which was formerly ſtanding, *&c.* being now made into, *&c.* **And whereas** by indenture tripartite, bearing date the day next before the day of the date of theſe preſents, he the ſaid *T. P.* for the conſiderations therein mentioned, did abſolutely aſſign to the ſaid *C. F.* the ſaid recited indenture of leaſe, and the premiſes thereby demiſed, and all his eſtate, right, title, intereſt, claim and demand, of, in, to or out of the ſaid demiſed premiſes; **To hold** to the ſaid *C. F.* his executors, adminiſtrators and aſſigns, from, *&c.* then and now laſt paſt, for all the remainder of the ſaid term of fifty-two years and one quarter of a year, by the ſaid recited indenture of leaſe granted, then to come and unexpired; **Subject** nevertheleſs unto, and chargeable with the principal ſum of, *&c.* ſecured to the ſaid *S. S.* by an indenture of aſſignment, by way of mortgage made of the ſaid premiſes by the ſaid *T. P.* to *J. B.* and *T. B.* of London, Linendrapers, in truſt for the ſaid *S. S.* his executors, adminiſtrators and aſſigns, and alſo ſubject to the intereſt thereof from, *&c.* laſt. **And whereas** the ſaid *S. S.* for the ſeveral conſiderations in the ſaid tripartite indenture mentioned, did thereby demiſe to the ſaid *C. F.* the ſaid, *&c.* and all and ſingular other the

Recital of the indenture of leaſe.

The premiſes.

The habendum.

Recital of the aſſignment of the ſaid indenture of leaſe.

The habendum.

Subject to the payment of a ſum of money to a third perſon.

Who demiſes the premiſes.

the premiſes by the ſaid recited indenture of leaſe demiſed with their appurtenances; **To hold** to the ſaid *C. F.* his executors, adminiſtrators and aſſigns, from, *&c.* which will be, *&c.* for the term of fifty-two years from thence next enſuing, and fully to be compleat and ended, at the yearly rent of, *&c.* payable quarterly, as in and by the ſaid ſeveral recited indentures, relation being thereunto reſpectively had, may more fully appear: **And whereas** the ſaid *C. F.* and *S. S.* have agreed, that the ſaid laſt recited indenture of leaſe, and the premiſes thereby demiſed, ſhall be made ſubject to the payment of the ſaid ſum of, *&c.* with ſuch intereſt as is or ſhall become due for the ſame, from, *&c.* **Now this Indenture witneſſeth**, that in performance of the ſaid agreement, and in conſideration of, *&c.* by the ſaid *J. B.* and *T. B.* to the ſaid *C. F.* in hand well and truly paid, the receipt whereof is hereby acknowledged, he the ſaid *C. F.* at the nomination and by the appointment of the ſaid *S. S.* (teſtified by his being a party, and his ſigning and ſealing hereunto) **hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth** fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid *J. B.* and *T. B.* the ſaid two ſeveral recited indentures of leaſe, and all, *&c.* therein or thereby, or in or by either of them, granted or demiſed, with their and every of their appurtenances; and alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, uſe, truſt, property, benefit, claim and demand whatſoever of him the ſaid *C. F.* of, in, to or out of the ſame, or any part or parcel thereof, in any wiſe whatſoever; **To have and to hold** the ſaid two recited indentures of leaſe, and all and ſingular other the premiſes herein before mentioned or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *J. B.* and *T. B.* their executors, adminiſtrators and aſſigns, from thenceforth, for and during all the reſt and reſidue of the ſaid reſpective terms of fifty-two years and one quarter of a year, and fifty-two years, in and by the ſaid two recited indentures of leaſe granted, and yet to come and unexpired; **In Truſt** nevertheleſs to and for the only proper uſe and behoof of the ſaid *S. S.* his heirs, executors, adminiſtrators and aſſigns: **Provided** always, and it is agreed by and between **All the** ſaid parties to theſe preſents, that if the ſaid *C. F.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay or cauſe to be paid to the ſaid *S. S.* his heirs, executors, adminiſtrators or aſſigns, the full ſum of, *&c.* of good, *&c.* with lawful intereſt for the ſame, in manner and form following, (that is to ſay) the ſum of, *&c.* without any deduction, defalcation or abatement, for or in reſpect of any taxes, charges, payments or aſſeſſments ordinary or extraordinary, by authority of parliament, or otherwiſe howſoever; then this preſent indenture, as to the aſſignment hereby made, and the eſtate and intereſt hereby granted of and in the ſaid laſt recited indenture of leaſe, ſhall ceaſe, determine and become utterly void, and of none effect; **And** the ſaid *J. B.* and *T. B.* their executors, adminiſtrators or aſſigns, ſhall and will at any time after ſuch payment aſſign the ſaid firſt recited indenture of leaſe, and the premiſes thereby granted, to the ſaid *C. F.* his executors, adminiſtrators or aſſigns, or to ſuch perſon or perſons as he or they ſhall appoint, and at his or their charges, free from all incumbrances by or under them the ſaid *J. B.* and *T. B.* or either of them; **And the ſaid** *C. F.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *S. S.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *C. F.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. S.* his heirs, executors, adminiſtrators or aſſigns, the ſaid principal ſum of, *&c.* together with lawful intereſt for the ſame, at the ſeveral and reſpective days or times, and in ſuch manner and form as in the proviſo above written is or are mentioned or appointed for payment thereof, without any deduction, defalcation or abatement as aforeſaid. **And** that in caſe any default ſhall happen to be made of or in payment of the ſaid principal ſum of, *&c.* or the intereſt thereof, or any part thereof, at the reſpective days or times herein before limited or appointed for payment thereof, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. B.* and *T. B.* their executors, adminiſtrators or aſſigns, into all and ſingular the ſaid hereby aſſigned premiſes, or any part or parcel thereof, in the name of the whole to enter, and the ſame from thenceforth, for, and during all the reſt and reſidue of the ſaid reſpective terms of fifty-two years, and one quarter of a year, and fifty-two years, which ſhall be then to come and unexpired, peaceably and quietly to have, hold and enjoy; and the rents, iſſues and profits thereof to receive and take, to and for the only proper uſe and behoof of the ſaid *S. S.* his executors, adminiſtrators or aſſigns, without any manner of denial, let, ſuit, trouble, hindrance, interruption, eviction, ejection, moleſtation or diſturbance of or by him the ſaid *C. F.* his executors, adminiſtrators or aſſigns, or any other perſon or perſons whatſoever. **And** that he the ſaid *C. F.* his executors, adminiſtrators and aſſigns, and all other perſons claiming under him or the ſaid *T. P.* ſhall and will, at all or any time or times after breach of the ſaid proviſo, make, do, *&c. for further aſſurance.* **And** laſtly, it is hereby mutually agreed by and between all the ſaid parties to theſe preſents, that until default ſhall happen to be made of or in payment of the ſaid principal money and intereſt, or of ſome part thereof, at the days or times herein before limited or appointed for payment of the ſame; they the ſaid *J. B.* and *T. B.* their executors, adminiſtrators and aſſigns, ſhall and will permit and ſuffer the ſaid *C. F.* his executors, adminiſtrators or aſſigns, to have, hold and enjoy all and ſingular the ſaid hereby aſſigned premiſes, and to receive and take the rents, iſſues, and profits thereof, to his and their own proper uſe and behoof, without rendering any account to the ſaid *J. B.* and *T. B.* their executors, adminiſtrators or aſſigns, for or concerning the ſame. **In Witneſs**, *&c.*

The habendum.

Aſſignment of all the premiſes by way of mortgage.

The habendum.

Proviſo, on repayment of the money, this indenture to be void.

Covenant, that the mortgagees ſhall re-aſſign.

Covenant for payment of the money.

Covenant for entry in caſe of non-payment.

*(Vernon.)*

## *Aſſignment of an Annuity given by Will to the Aſſignor for Life.*

**This Indenture** made the twentieth day of November, in the twentieth year, *&c.* and in the year of our Lord 1779, **Between** *Edward Mayor* of, *&c.* of the one part, and *James Allen* of, *&c.* of the other part. **Whereas** *M. Mayor*, late of ———, deceaſed, did by his laſt will and teſtament in writing, give, grant, deviſe and bequeath unto the ſaid *E. M.* **an annuity**, yearly ſum or annual rent of forty pounds of good, *&c.* to be iſſuing, payable and yearly going out of **All and every** the manors, meſſuages, lands, tenements and hereditaments of him the ſaid *M. M.* whatſoever, and whereſoever the ſame

Recital of a will.

ſame lie, and to be paid paid yearly and every year, from and after his deceaſe, unto the ſaid *E. M.* for and during the natural life of the ſaid *E. M.* with a power of diſtreſs to and for the ſaid *E. M.* for non-payment thereof, or for any part or parcel thereof, as in and by the ſame laſt will and teſtament may more fully appear: which ſaid annuity, ſum or yearly rent of forty pounds hath ever ſince the death of the ſaid *M. M.* been ſatisfied and paid unto him the ſaid *E. M.* according to the tenor, purport, and true intent and meaning of the ſaid will: **Now this Indenture further witneſſeth,** that the ſaid *E. M.* for and in conſideration of the ſum of ———, unto him in hand paid by the ſaid *J. A.* before the ſealing and delivering hereof, the receipt whereof the ſaid *E. M.* doth hereby acknowledge, and thereof and therefrom doth acquit and diſcharge the ſaid *J. A.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents; **And alſo** for divers other good cauſes and conſiderations him thereunto moving, he the ſaid *E. M.* **hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents **Doth,** *&c.* unto the ſaid *J. A.* and his aſſigns, **All and every** part of the aforeſaid yearly ſum or annual rent of forty pounds of good, *&c.* **And all** the eſtate, right, title, intereſt, liberty, benefit and power of diſtreſs and diſtreſſes, uſe, poſſeſſion, claim and demand whatſoever, which he the ſaid *E. M.* now hath, or may, or in any wiſe ought to have of, in, or unto or for the ſaid annuity or yearly ſum or annual rent of forty pounds before mentioned; **To have and to hold,** receive, perceive, enjoy and take the ſaid annuity or yearly ſum or annual rent of forty pounds, and all the eſtate, right, title and intereſt, liberty, benefit and power of diſtreſs and diſtreſſes, uſe, poſſeſſion, claim and demand whatſoever of him the ſaid *E. M.* of, in and unto the ſaid annual rent of forty pounds, and of, in and unto every part and parcel thereof as aforeſaid, unto the ſaid *J. A.* and his aſſigns, immediately from and after the making of theſe preſents, for and during all the term and time of the natural life of the ſaid *E. M.* and in as large, ample and beneficial a manner, to all intents and purpoſes, as he the ſaid *E. M.* may, can, might, could, ſhould or ought to have or enjoy the ſame annuity, yearly ſum or annual rent of forty pounds. *(Add a covenant for peaceable enjoying the annuity; and that it is free from incumbrances, for which ſee the other forms and Tit.* **Covenants.***)* **In witneſs,** *&c.*

Aſſignment.

Habendum.

*(Newnam.)*

## *Abſolute Aſſignment from Adminiſtrators of a Crown Leaſe of three Leaſehold Houſes.*

**This Indenture Tripartite,** *&c.* **Between** *M. W.* and *E. F.* of, *&c.* (which ſaid *M. W.* and *E. F.* are two ſiſters of *J. C.* late of, *&c.* deceaſed, and alſo adminiſtratrixes of his goods and chattels, rights and credits, unadminiſtered by *M. C.* his widow and relict lately deceaſed,) of the firſt part, *R. H.* of, *&c.* (reſiduary legatee and ſole executor of the laſt will and teſtament of the ſaid *M. C.* deceaſed, who when living was adminiſtrator of the goods and chattels, rights and credits of the ſaid *J. C.* her late huſband deceaſed,) of the ſecond part, and *J. M.* of, *&c.* of the third part. **Whereas** his late Majeſty King George the Second, in and by his letters patent under the Exchequer Seal, bearing date, *&c.* by the advice of the Right Honourable Sir *R. W.* and Sir *C. J.* and the reſt of the Lords Commiſſioners of the Treaſury,) as well in conſideration of a ſum of ——— therein mentioned to be paid by the ſaid *J. C.* as alſo in conſideration of rents, *&c.* did demiſe and to farm let to the ſaid *J. C.* **All his,** *&c.* **To hold,** *&c.* as in and by the ſaid letters patent, *&c.* **And whereas** by indenture or aſſignment, bearing date, *&c.* and between, *&c.* whereby after reciting *(int' al')* the herein before recited letters patent, he the ſaid *J. C.* for the conſiderations therein mentioned, did demiſe, grant and aſſign unto the ſaid *N. S.* **All that** meſſuage, *&c.* to hold, *&c.* at three pounds five ſhillings *per annum. In which* indenture of aſſignment (amongſt other covenants therein contained on the part of the ſaid *J. C.* to be done and performed) he the ſaid *J. C.* did thereby for himſelf, *&c.* covenant with the ſaid *N. S.* his, *&c.* that he the ſaid *J. C.* his, *&c.* ſhould and would at all times during the ſaid term, at the requeſt and charge of the ſaid *N. S.* his, *&c.* produce and ſhew to him and them the ſaid letters patent for the maintenance of his and their title to the ſaid meſſuage or tenement and premiſes ſo aſſigned to him as aforeſaid in ſuch manner as therein is mentioned, as in and by the ſaid in part recited indenture of aſſignment, (relation, *&c.*) **Which** ſaid meſſuage or tenement and premiſes ſo aſſigned to the ſaid *N. S.* as aforeſaid, was the other of the four meſſuages or tenements and premiſes compriſed in, and which by the ſaid recited letters patent were demiſed to the ſaid *J. C.* as aforeſaid, and the three meſſuages or tenements therein above mentioned and recited were the other three meſſuages or tenements, and reſidue of the premiſes by the ſaid letters patent demiſed to the ſaid *J. C.* for the term of forty-one years and one quarter of a year as aforeſaid: **And whereas** the ſaid *J. C.* being lately dead inteſtate, and the above mentioned letters of adminiſtration have been reſpectively granted to the ſaid *M.* his wife, and the ſaid *M. W.* and *E. F.* as aforeſaid, they the ſaid *M. W.* and *E. F.* by virtue of their letters of adminiſtration, and the ſaid *R. H.* on the death ſince of the ſaid *M. C.* and as executor of her ſaid laſt will and teſtament as aforeſaid, are now reſpectively intereſted in and intitled to the ſaid three other meſſuages or tenements and premiſes by the ſaid letters patent demiſed for the reſidue of the ſaid term of years thereby granted, which is now to come therein: **And whereas** the ſaid *J. M.* hath contracted and agreed with them the ſaid *M. W. E. F.* and *R. H.* for the abſolute purchaſe of the ſaid three meſſuages or tenements and premiſes, and of all the eſtate, right, intereſt and term of years to come therein, at and for the price or ſum of three hundred and twenty pounds payable to them reſpectively, and ſubject in ſuch manner, as herein after is mentioned and expreſſed: **Now this Indenture witneſſeth,** That for and in conſideration of the ſum of three hundred and twenty pounds of, *&c.* to them the ſaid *M. W. E. F.* and *R. H.* in hand, *&c.* by the ſaid *J. M.* at or before the ſealing and delivery of theſe preſents, by the proportions, moieties and in manner as follows, to wit, the ſum of one hundred and ſixty pounds, (being one moiety or half-part of the ſaid three hundred and twenty pounds,) to them the ſaid *M. W.* and *E. F.* or one of them, and the ſum of one hundred and ſixty pounds, (being the other moiety or reſidue thereof) to the ſaid *R. H.* the receipt and payment of which ſaid ſeveral ſums of one hundred and ſixty pounds and one hundred and ſixty pounds, ſo paid in manner as aforeſaid, (making together the ſaid ſum of three hundred and twenty pounds, purchaſe monies) they the ſaid *M. W. E. F.* and *R. H.* do and each of them doth hereby acknowledge, and thereof, *&c.* and for divers, *&c.* they the ſaid *M. W. E. F.* and *R. H.* **Have** and each and every of them **hath** granted, *&c.* and by theſe preſents **Do** and each and every of them **Doth** freely, clearly and abſolutely grant, *&c.* unto the ſaid *J. M.* his executors, admini-

Recitals. As to demiſe by letters patent.

As to Mr. C.'s leaving of one of the four meſſuages to Mr. S. with covenant to produce the letters patent.

As to the three aſſignors' title to the hereby aſſigned premiſes.

As to Mr. M.'s contract for purchaſe thereof

Conſideration.

Aſſignment.

adminiſtrators and aſſigns, **All that** the herein before mentioned meſſuage or tenement with its appurtenances, ſituate, &c. and all and ſingular other, &c. which in and by the ſaid letters patent were thereby demiſed to the ſaid *J. C.* his, &c. with their, &c. (ſave and except the ſaid meſſuage or tenement and premiſes with its appurtenances, which in and by the above recited indenture of aſſignment were by him the ſaid *J. C.* ſold and aſſigned to the ſaid *N. S.* as aforeſaid) and all the eſtate, &c. of their the ſaid *M. W. E. F.* and *R. H.* any or either of them, or of any perſon or perſons in truſt for them, any or either of them, of, in, to or out of the ſaid letters patent, letters of adminiſtration and laſt will and teſtament of the ſaid *M. C.* any or either of them, or otherwiſe howſoever, together with the ſaid letters patent and all benefit and advantage whatſoever, to be had or made of the ſame, (except as herein before is excepted:) **To have and to hold** the ſaid three meſſuages or tenements, and all and ſingular other the premiſes herein before mentioned and intended to be hereby aſſigned, with their and every of their appurtenances (except as aforeſaid:) unto the ſaid *J. M.* his executors, adminiſtrators and aſſigns, from thenceforth for and during all the reſt and reſidue of the ſaid term of forty-one years and one quarter of a year, by the ſaid letters patent granted, which is now to come and unexpired, and for and during all and every ſuch further term and terms of years as can, ſhall or may be granted, obtained or renewed therein, (**Subject nevertheleſs** to the payment of the yearly rent or ſum of five pounds ſeven ſhillings and ſix-pence to his Majeſty, his heirs and ſucceſſors, for and during the reſidue of the ſaid term of forty-one years and one quarter of a year, being part of the ſaid yearly rent of eight pounds twelve ſhillings and ſix-pence by the ſaid letters patent reſerved as aforeſaid, the three pounds five ſhillings, the other part thereof, being to be paid by the ſaid *N. S.* his executors, adminiſtrators and aſſigns, during the reſidue of the ſaid term, in manner as in the above recited indenture of aſſignment is mentioned and expreſſed; **And alſo ſubject** to the ſeveral covenants, conditions, proviſoes and agreements in the ſaid recited letters patent contained, that have not been already performed in reſpect of the hereby aſſigned premiſes only; **And** each and every of them the ſaid *M. W. E. F.* and *R. H.* ſeverally, &c. doth covenant, &c. to and with the ſaid *J. M.* his, &c. by, &c. in manner, &c. that is to ſay, That they the ſaid *M. W. E. F.* and *R. H.* have not, nor any of them hath, done, &c. any act, &c. whereby, &c. **And** that for and notwithſtanding any act, &c. the ſaid herein before recited and hereby aſſigned letters patent now at the time of executing theſe preſents, as are good, valid, and effectual grant in law, and that the ſame now ſtand in full force and virtue for all the reſidue of the ſaid term of forty-one years and one quarter of a year, which is now to come and unexpired, and that the ſame are not forfeited, ſurrendered, or otherwiſe become void or voidable: **And alſo**, &c. (*Good right to aſſign, quiet enjoyment, free from incumbrances, further aſſurance.*) **And the ſaid** *J. M.* for himſelf, his executors and adminiſtrators doth hereby covenant and agree to and with the ſaid *M. W. E. F.* and *R. H.* their executors, adminiſtrators and aſſigns, that he the ſaid *J. M.* his, &c. ſhall and will from time, &c. upon the reaſonable requeſt, and at the proper coſts and charges of the above named *N. S.* his executors, adminiſtrators and aſſigns, produce and ſhew unto him and them the herein before recited letters patent, or to his, their or any of their counſel or attorney; or if occaſion require, ſhall produce the before recited letters patent whole, undefaced and uncancelled to the ſaid *N. S.* his executors, adminiſtrators and aſſigns, or to his, their or any of their counſel or attornies at law; or if occaſion require, ſhall produce the ſame in any court of law or equity, for the making out the title of him the ſaid *N. S.* his executors, adminiſtrators and aſſigns, to the herein before mentioned meſſuage or tenement and premiſes ſo by him purchaſed, and which by the herein before recited indenture of aſſignment of the 14th of February, 1726, were aſſigned to the ſaid *N. S.* his executors, adminiſtrators and aſſigns, as aforeſaid, (caſualty by fire or any other inevitable accident only excepted.) **And this Indenture further witneſſeth**, That for the conſiderations aforeſaid, and alſo for and in conſideration of the ſum of five ſhillings of like lawful money to them the ſaid *M. W. E. F.* and *R. H.* in hand paid by the ſaid *J. M.* at or before the executing hereof, the receipt whereof is by them reſpectively acknowledged, they the ſaid *M. W. E. F.* and *R. R.* **have**, and each and every of them **hath** bargained, ſold, aſſigned, transferred and ſet over, unto the ſaid *J. M.* his executors, adminiſtrators and aſſigns, all thoſe three inſtruments or policies of inſurance, made and taken out of a fire-office called the *Hand in Hand*, otherwiſe *The Amicable Contributionſhip for inſuring Houſes from Loſs and Damage by Fire*, two whereof are numbered 13765 and 33719, and bearing date, &c whereby the ſeveral ſums of one hundred and fifty pounds and one hundred pounds are inſured on the herein before aſſigned two meſſuages, ſituate, &c. from the date thereof for ſeven years, in ſuch manner as therein mentioned, and the other of them is numbered 64646, and bears date ——— whereby the ſum of ——— is inſured on the herein before aſſigned meſſuage on the eaſt ſide of ——— ſtreet aforeſaid, for the term of ſeven years from the date thereof, in ſuch manner as therein is alſo mentioned; **And** all and every the ſum and ſums of money, intereſt, dividends, benefit, profit and advantage whatſoever, to ariſe or to be had or made by virtue of theſe ſaid ſeveral policies, any or either of them. **In Witneſs**, &c.

*(Wood.)*

Premiſes.

Habendum.

with benefit of renewal.

Subject, &c.

Aſſignors covenant.

Done no act. Good letters patent.

Mr. M. covenants to produce patent to Mr. S.

Aſſignment of three policies.

*An Aſſignment of a Legacy to a ſecond Aſſignee by Huſband and Wife, and a former Aſſignee to whom the ſame had been mortgaged for ſeveral Sums, and afterwards aſſigned abſolutely. The Money payable at a Day yet to come. A Power of Attorney to the latter Aſſignee to demand and recover, &c.*

**This Indenture tripartite**, made the fourteenth day of June, in the nineteenth year, &c. and in the year of our Lord 1779, **Between** *Alfred Aſton*, of the pariſh of Bidford, in the county of Cheſter, Gentleman, of the firſt part, *David Deal*, of the pariſh of Eaſtham, in the ſaid county of Cheſter, Gentleman, and *Fulvia* his wife, daughter of *Gregory Gill*, late of the pariſh of Harne, in the ſaid county of Cheſter, Doctor in Phyſic, deceaſed, and *Jane* his wife, of the ſecond part, and *Kenrick Kelly*, of London, Gentleman, of the third part. **Whereas** Sir *Lewis Gill*, late of Muddo, in the county of Norfolk, Knight, deceaſed, late uncle of the ſaid *Fulvia*, did in and by his laſt will and teſtament in writing duly executed, bearing date on or about the 12th day of March, which was in the year of our Lord 1761 (amongſt other legacies and bequeſts therein mentioned) give and bequeath unto the ſaid *Fulvia Deal*, by the name of his niece *Fulvia Gill*, daughter of his late brother Doctor *Gill*, deceaſed,

The parties.

A will recited,

whereby a ſum money was bequeathed to the

wife when ſhe was ſole, to be paid at a certain age.

the ſum of two thouſand pounds of lawful money of Great Britain, * *to be paid unto her when ſhe ſhould attain the age of twenty-five years*, And of his ſaid will did nominate and appoint *Owen Oſborn*, Eſquire, *Paul Pegg*, Eſquire, and *Robert Rich*, Gentleman, executors, in truſt, and ſoon after died without having altered or revoked the ſame; And after his deceaſe, the ſaid *Paul Pegg* and *Robert Rich* duly proved the ſaid will in the prerogative court of Canterbury, as by the ſaid will and probate thereof, under the ſeal of the ſaid court (reference being thereunto had) may more at large appear.

An indenture recited,

And whereas by indenture bearing date the 24th day of October which was in the year of our Lord 1768, and made or mentioned to be made between the ſaid *David Deal*, by the name of *David Deal* of the ſaid pariſh of Harne, Gentleman, and *Fulvia* his wife, of the one part, and the ſaid *Alfred Aſton* of the other part, reciting *(among other things)* the ſaid deviſe of the ſaid ſum of two thouſand pounds to the ſaid *Fulvia Deal*, by the ſaid recited will of Sir *Lewis Gill* as aforeſaid, *and alſo* reciting that the ſaid *Alfred Aſton* had advanced and lent to the ſaid *David Deal* and *Fulvia* his wife, the ſum of five hundred pounds of lawful money of Great Britain, they the ſaid *David Deal* and *Fulvia* his wife, for ſecuring the repayment of the ſaid ſum of five hundred pounds with intereſt,

whereby the huſband and wife aſſigned the legacy by way of mortgage for a ſum of money.

did give, grant, aſſign and ſet over unto the ſaid *Alfred Alſton*, among other things, the aforeſaid legacy of two thouſand pound, and all the right, title, intereſt, property, claim and demand of them the ſaid *David Deal* and *Fulvia* his wife, of, in or to the ſame or any part thereof, either in law or equity; To hold to the ſaid *Alfred Aſton*, his executors, adminiſtrators and aſſigns, in as full and ample manner, to all intents and purpoſes, as they the ſaid *David Deal* and *Fulvia* his wife, or either of them, might or could have had and enjoyed the ſame, in which ſaid indenture is contained a proviſo for making void the ſame, on payment of the ſum of five hundred pounds and intereſt for the ſame, by the ſaid *David Deal* and *Fulvia* his wife to the ſaid *Alfred Aſton*, his executors or adminiſtrators, on or before the 24th day of April then next enſuing, together with ſuch coſts, charges and expences as the ſaid *Alfred Aſton* ſhould be put to by reaſon of the premiſes either in the law or equity.

An indorſement thereon recited, making the legacy a ſecurity for a further ſum.

And whereas by writing or deed-poll, bearing date the 27th day of February which was in the year of our Lord 1768, and indorſed on the ſaid recited indenture, the ſeveral legacies, ſums of money and premiſes by the ſame indenture aſſigned, are by the ſaid *David Deal* and *Fulvia* his wife made a ſecurity for repayment to the ſaid *Alfred Aſton* of the further ſum of five hundred pounds by him then lent and advanced to the ſaid *David Deal* and *Fulvia* his wife, together with intereſt for the ſame, on the 27th day of March then next.

another indorſement recited, for charging a further ſum.

And whereas by one other writing or deed poll bearing date the 26th day of June now laſt paſſed, and indorſed alſo on the ſaid recited indenture, the ſaid ſeveral legacies, ſums of money and premiſes, by the ſaid recited indenture aſſigned, are by the ſaid *David Deal* and *Fulvia* his wife, made a ſecurity for repayment to the ſaid *Alfred Aſton* of the further ſum of four hundred pounds, by him then lent and advanced to the ſaid *David Deal* and *Fulvia* his wife, together with intereſt for the ſame, on the 23d day of December then and now next enſuing, As by the ſaid recited will, indenture and deeds poll, relation being thereunto reſpectively had, may more fully and at large appear.

Recital that part of the borrowed money has been paid,

And whereas the ſaid *Alfred Aſton* did, on or about the 12th day of March now laſt paſt, receive of the ſaid *David Deal* and *Fulvia* his wife, by the hands of *Simon Slade*, Eſquire, the ſum of three hundred pounds in part of the principal ſum of one thouſand pounds, and intereſt ſecured by the ſaid recited indenture, and ſaid firſt recited deed poll, (as by a receipt under the hand of the ſaid *Alfred Aſton*, bearing date the 12th day of March now laſt paſt, and indorſed on the ſaid recited indenture, may appear.)

and of what remain due on account, &c.

And whereas upon an account made up and ſtated by and between the ſaid *David Deal* and *Fulvia* his wife and *Alfred Aſton* on or about the 20th day of Auguſt now laſt paſt, there then appeared to be due and owing to the ſaid *Alfred Aſton*, for principal and intereſt on the ſeveral ſecurities in the ſaid recited indenture and deeds poll mentioned and contained, the ſum of one thouſand two hundred pounds (over and above the ſaid ſum of three hundred pounds received by the ſaid *Alfred Aſton* in part as aforeſaid.)

Another indenture recited,

And whereas by indenture bearing date the ſaid 20th day of Auguſt now laſt paſt, and made or mentioned to be made between the ſaid *David Deal* and *Fulvia* his wife of the one part, and the ſaid *Alfred Aſton* of the other part, *reciting* to the effect herein before recited, and that the ſaid *Fulvia Deal* would not attain her age of twenty-five years before the month of February in the year of our Lord 1786, or thereabouts, when, and not before, the ſaid legacy of two thouſand pounds would become due and payable; *and reciting* that the ſaid *David Deal* and *Fulvia* his wife having then occaſion for preſent monies, had contracted with the ſaid *Alfred Aſton* abſolutely to aſſign and convey to him the ſaid legacy of two thouſand pounds, and all their and either of their right, title and intereſt therein or thereunto, for the ſum of one thouſand four hundred pounds.

whereby the huſband and wife aſſigned the legacy abſolutely to the former aſſignee.

It is witneſſed, that in conſideration of the ſum of one thouſand two hundred pounds ſo due and owing to the ſaid *Alfred Aſton* as aforeſaid, and of the further ſum of two hundred pounds of lawful money to the ſaid *David Deal* and *Fulvia* his wife, in hand paid by the ſaid *Alfred Aſton* at or before the enſealing and delivery of the ſaid laſt recited indenture (making together the ſaid ſum of one thouſand four hundred pounds) they

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* C A S E.

*A. B.* By will gives ſeveral legacies in the words following; "I give unto my couſin *C. D.*'s eldeſt ſon one hundred "pounds, and to every other child ſhe may have by *N. D.* four hundred pounds each *when they ſhall come to the age of twenty-one years.*" Item, I give to my couſin *E. F.*'s ſon, *T. F.* one hundred pounds, and to every child ſhe may have by *R. F.* forty pounds a piece *to be paid them at the age of twenty-one years.*

*Q.* Are the adminiſtrators of ſuch of the children of *C. D.* and *E. F.* reſpectively as ſurvived teſtator, but did not attain the age of twenty-one years, entitled to the legacies given to ſuch reſpective children? Or will the ſame lapſe and ſink into the reſiduum of the teſtator's perſonal eſtate?

The adminiſtrators of ſuch of *C. D.*'s children as attained twenty-one years, are entitled to their reſpective legacies. As to thoſe who died before that age, I think their reſpective legacies are lapſed, and do not go to their adminiſtrators. The penning of the legacies to *E. F.*'s children is different, the time of coming of age being annexed, not to the legacies, but to the payment; and therefore thoſe legacies did not, I conceive, lapſe, but belong to their repreſentatives, whether the legatees died before or after their attaining twenty-one.

January 12, 1753. *D. RYDER.*

the

the said *David Deal* and *Fulvia* his wife did bargain, sell, assign, transfer and set over unto the said *Alfred Aston*, his executors, administrators and assigns, the said legacy or sum of two thousand pounds devised to the said *Fulvia* by the aforesaid will of the said Sir *Lewis Gill*, and all interest at any time or times then after to grow due for the same: **And all** the estate, right, title, interest, property, benefit, advantage, claim and demand whatsoever of them the said *David Deal* and *Fulvia* his wife, and either of them, of, in and to the same, and every or any part thereof, by force and virtue of the said last will of the said Sir *Lewis Gill* or otherwise howsoever; **To have**, hold, receive, perceive, take and enjoy the said legacy or sum of two thousand pounds, and every part thereof, unto the said *Alfred Aston* his executors, administrators and assigns, to his and their use and behoof, as by the said last recited indenture, reference being thereunto had, may more at large appear. **And whereas** the said *Kenrick Kelly* hath lately contracted and agreed with the said *Alfred Aston* for the absolute purchase of the said legacy or sum of two thousand pounds, and of all his right, title and interest, either in law or equity, therein or thereunto, for the sum of one thousand five hundred pounds of lawful money of Great Britain. **Now this Indenture witnesseth**, that for and in consideration of the sum of one thousand five hundred pounds of lawful money of Great Britain to the said *Alfred Aston* in hand paid by the said *Kenrick Kelly*, at or before the sealing and delivery of these presents (the receipt whereof he the said *Alfred Aston* doth hereby acknowledge and thereof and of every part thereof doth acquit, release and discharge the said *Kenrick Kelly*, his executors, administrators and assigns, and every of them for ever by these presents) **And** in consideration of the further sum of five shillings of like money to the said *David Deal* and *Fulvia* his wife in hand paid by the said *Kenrick Kelly*, at or before the ensealing and delivery hereof (the receipt whereof is hereby acknowledged;) **He** the said *Alfred Aston*, **And** at his request, (testified by his being a party to, and his sealing and delivery of these presents) **They** the said *David Deal* and *Fulvia* his wife **have**, and each and every of them **hath** granted, bargained, sold, assigned, ratified and confirmed, and by these presents **do**, and each and every of them **doth** grant, bargain, sell, assign, ratify and confirm unto the said *Kenrick Kelly*, his executors, administrators and assigns, **The** said legacy or sum of two thousand pounds, devised to the said *Fulvia* by the last will of the said Sir *Lewis Gill* as aforesaid, and all the benefit thereof, **And all** other the premises in and by the said last recited indenture assigned or mentioned, or intended so to be; **And all** the estate, right, titles, interest, property, benefit, advantage, claim and demand whatsoever both in law or equity, of them the said *Alfred Aston*, *David Deal* and *Fulvia* his wife, and of every or any of them, of, in, to or out of the same, and every or any part th reof, by force and virtue of the said recited will, indentures and deeds poll, every or any of them, or otherwise howsoever; **together** with the said recited indentures and deeds poll and all and every the powers and authorities by them, or any of them given, for receiving, recovering or obtaining the said legacy or sum of two thousand pounds, or any part thereof; **To have, hold**, receive, perceive, take and enjoy the said legacy or sum of two thousand pounds, and every part thereof, and all interest hereafter to grow due for the same, and all and singular other the premises mentioned or intended to be hereby assigned unto the said *Kenrick Kelly*, his executors, administrators and assigns, to and for his and their own use and benefit, and as his and their own proper goods and chattels absolutely for ever. **And** for the considerations aforesaid, and for the better enabling the said *Kenrick Kelly*, his executors, administrators and assigns, to have, obtain, receive and enjoy the said legacy or sum of two thousand pounds, and all interest hereafter to grow due for the same, they the said *David Deal* and *Fulvia* his wife, at the request of the said *Alfred Aston* testified as aforesaid; **And also** the said *Alfred Aston* **have** made, ordained, constituted and appointed, and in their place and stead put and deputed, and by these presents **do**, and each and every of them **doth** make, ordain, constitute and appoint, and in their place and stead put and depute the said *Kenrick Kelly*, his executors, administrators and assigns, their true and lawful attorney and attornies, irrevocable of or for them the said *David Deal* and *Fulvia* his wife and *Alfred Aston*, and every of them, and in their name or names, but to the proper use and behoof of him the said *Kenrick Kelly*, his executors, administrators and assigns, to ask, demand, sue for, recover and receive of and from the said *Paul Pegg* and *Ralph Rich*, or either of them, and of and from all and every or any other person or persons who shall or may be liable to pay the same, the aforesaid legacy or sum of two thousand pounds, and other the premises, and every or any part thereof, and upon nonpayment thereof, or of any part thereof, when the same shall become due, to sue forth, bring, commence and prosecute such bill, plaint or other process, either at law or in equity, or elsewhere, for the recovery thereof, as he or they shall be advised, and on payment thereof, or any part thereof, to give receipts and discharges for the same; and one or more attorney or attornies for the purposes aforesaid to make and substitute, and at pleasure to revoke, and generally to do and act in the premises for the recovering and obtaining of the said legacy or sum of two thousand pounds, and other the premises, and every part thereof, as fully and effectually to all intents and purposes as they the said *David Deal* and *Fulvia* his wife, and *Alfred Aston*, or any of them, might or could have done, if actually present, giving, and hereby granting unto the said *Kenrick Kelly*, his executors, administrators and assigns, the full and whole power of them the said *David Deal* and *Fulvia* his wife, and *Alfred Aston*, and of every of them, in the premises, hereby ratifying, confirming and allowing all and whatsoever the said *Kenrick Kelly*, his executors, administrators or assigns, or his or their attorney or attornies, shall lawfully do or cause to be done in or about the premises by virtue of these presents. **And the said** *Alfred Aston* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *Kenrick Kelly*, his executors, administrators and assigns, in manner following, that is to say, that he the said *Alfred Aston* hath not at any time heretofore received, compounded, released or discharged, or consented to the receiving, compounding, releasing or discharging the said hereby assigned legacy or sum of two thousand pounds and other the premises, or any part thereof, nor done, committed, suffered or consented unto any act, deed, matter or thing whatsoever, whereby to charge, affect or incumber the same, or any part thereof. **And** that he the said *Alfred Aston*, his executors or administrators shall not, nor will at any time hereafter receive, compound, release or discharge the same, or any part thereof, but by and with the consent and direction, and to and for the only use and benefit and behoof of the said *Kenrick Kelly*, his executors, administrators or assigns. **And further**, that he the said *Alfred Aston*, and all and every person and persons, claiming or to claim any estate, right, title or interest, of, in, to or out of the hereby assigned premises, or any part thereof, shall and will, at the request, costs and charges of the said *Kenrick Kelly*, his executors, administrators or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every or any such further and other acts, deeds, assignments, conveyances and assurances whatsoever, for the further, better, more

Habendum.

Recital that the party of the third part hath agreed for the purchase of the legacy.
The consideration.

The former assignee, and the husband and wife assign and confirm the legacy to the new assignee,

Habendum.

Husband and wife and former assignee

impower the latter,

to demand and recover for his own use,

and to discharge the same.

The former assignee covenants that he hath not incumbered,

and that he will not release, &c.

and to make further assurances.

more perfect and abſolute aſſigning, conveying and aſſuring the hereby or intended to be hereby aſſigned premiſes unto, and to the uſe of the ſaid *Kenrick Kelly*, his executors, adminiſtrators and aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid *Kenrick Kelly*, his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be deviſed, adviſed or required. In Witneſs, &c.

(*Horſeman.*)

## *An Aſſignment of two Annuities granted to a Man by Fine ſur Grant and Render, with proper Covenants.*

Recital of the fine.

THIS Indenture made, &c. Between *W. G.* of, &c. of the one part, and *R. P.* of, &c. of the other part, Witneſſeth, That whereas *W. H.* of, &c. and *M.* his wife, by one fine *ſur* grant and render levied before the King's Majeſty's Juſtices of his Common Bench at Weſtminſter in the Term of, &c. *Between* the ſaid *W.* and *M.* plaintiffs, and *J. F.* Eſquire, and *B.* his wife, the ſaid *W. G.* and *E.* his wife, deforceants, the ſaid *W. H.* and *M.* his wife, did grant to the ſaid *W. G.* a certain yearly rent of ſix pounds iſſuing out of one meſſuage and one ſhop with the appurtenances in W. in the pariſh of, &c. in the tenure and occupation of *R. P.* and the ſame in the ſaid court did render to the ſaid *W. G.* to have and perceive the ſaid annual rent of ſix pounds to the ſaid *W. G.* and his heirs, at the feaſts of, &c. by equal portions yearly to be paid; and if it happen the ſaid yearly rent of ſix pounds, or any part thereof, to be behind in part or in all, after any feaſt of the feaſts aforeſaid, in which it ought to be paid by the ſpace of forty days, having been demanded, that then the ſaid *W. H.* and *M.* and the heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G.* and his heirs ten ſhillings in the name of a penalty, ſo often as the ſaid yearly rent of ſix pounds, or any parcel thereof ſhall be ſo behind; and that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his heirs into the ſaid meſſuage and ſhop with the appurtenances to enter and diſtrain, and the diſtreſs ſo there taken lawfully to carry and drive away, and with him to keep until he ſhall be ſatisfied and paid as well the ſaid yearly rent of, &c. with the arrearages thereof (if any ſhall be,) as of the ſaid ten ſhillings forfeited in the name of penalty; And alſo the ſaid *W. H.* and *M.* did likewiſe grant by the ſame fine to the ſaid *W. M.* one other yearly rent of nine pounds thirteen ſhillings and four-pence going out of the meſſuage, and one ſhop with the appurtenances in W. in the ſaid pariſh of, &c. in the tenure or occupation of *T. B.* and the ſame did render, &c. to have, &c. And if it happen, &c. (*a nomine pœnæ of ten ſhillings*, &c. *and a diſtreſs*, &c.) And alſo the ſaid *W. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly rent of eight pounds iſſuing out of two meſſuages, and three ſhops with the appurtenances in W. and W. in the pariſh of, &c. in the ſeveral tenures of, &c. and the ſame to them did render in the ſaid court, to have, &c. (*Nomine pœnæ, and diſtreſs ut ſupra*, &c.) as by the ſaid fine amongſt other things therein contained more plainly will appear: Now the ſaid *W. G.* for and in conſideration of the ſum of, &c. whereof, &c. Hath bargained, ſold and aſſigned, and by, &c. Doth bargain, ſell and aſſign to the ſaid *R. P.* and his heirs for ever, all the ſaid ſeveral yearly rents iſſuing out of the ſaid ſeveral meſſuages and ſhops above ſaid, and all and every the pain and pains to be forfeited for non-payment of the ſaid ſeveral yearly rents and pains aforeſaid, and of every of them; To have, hold, perceive, receive and enjoy all and every the ſaid yearly rents at the ſaid ſeveral feaſts aboveſaid, as the ſame rents ſhall grow due and payable, and alſo the ſaid penalty and penalties to be forfeited for non-payment of the ſaid yearly rents, or any of them as aboveſaid, unto the ſaid *R.* his heirs and aſſigns for ever, to and for the only uſe of the ſaid *R.* and of his heirs and aſſigns for ever; And the ſaid *W. G.* doth covenant, &c. that he the ſaid *W. G.* and his heirs, ſhall and will acquit and diſcharge, or otherwiſe from time to time ſave and keep harmleſs as well the ſaid *R.* his heirs and aſſigns as the ſaid ſeveral yearly rents, and of every of them, of and from all and ſingular former bargains, &c. had, made, done or procured by the ſaid *W.* or by his conſent, knowledge or procurement: And further, that he the ſaid *W.* and the ſaid *E.* his wife, and the heirs of the ſame *W.* and all and every other perſon and perſons, having or which ſhall have or lawfully claim to have any former eſtate, right, title or intereſt, in or to the ſaid ſeveral yearly rents, or any of them, or any part of the ſaid ſeveral yearly rents, by, from or under the eſtate of the ſaid *W.* from time to time, upon reaſonable requeſt within five years next coming, at the coſts and charges of the ſaid *R.* his, &c. ſhall and will do, make, acknowledge and ſuffer, and cauſe, &c. all and every ſuch further, lawful and reaſonable act or acts, thing and things, for the further or better ſurety, aſſurance and ſure making of the ſaid ſeveral yearly rents, and every of them, and the penalty and penalties to be forfeited as aforeſaid, to be had and made ſure to the ſaid *R.* his, &c. to his and their own uſe and uſes for ever, as by the ſaid *R.* ſhall be lawfully and reaſonably deviſed, adviſed and required; And further, that he the ſaid *R.* his, &c. from henceforth for ever ſhall or lawfully may have, take, receive and enjoy the ſaid ſeveral yearly rents, and every of them, and all and every pain and pains which ſhall happen to be forfeited as aforeſaid, without any let, trouble or interruption of the ſaid *W.* or his heirs, and without any lawful let, trouble, interruption or moleſtation of any other perſon or perſons, having or which ſhall have any eſtate or intereſt in or to the ſaid ſeveral yearly rents, or any of them, by or from the ſaid *W. G.* or by or under his eſtate or intereſt. In Witneſs, &c.

And the rent granted thereby with nomine pœnæ and diſtreſs.

Another rent granted thereby, with like remedy for gaining thereof.

Conſideration.

Aſſignment of the rents, and remedies for non-payment.

Habendum.

Covenant to ſave harmleſs from incumbrances.

For further aſſurance.

And quiet enjoyment.

(*Wood.*)

## *An Aſſignment of a Legacy from the Legatees to the ſole ſurviving Executor and Truſtee in Conſideration of the Money being paid, containing an Authority to raiſe the ſame purſuant to the Will.*

KNOW all People by theſe preſents, that I *H. T.* of, &c. Gentleman, younger ſon of Sir *R. T.* of, &c. Baronet, deceaſed, for and in conſideration of the ſum of one thouſand pounds of, &c. to me in hand paid by *G. D.* of, &c. Eſquire, the ſole ſurviving executor and truſtee, of and in the laſt will and teſtament of my ſaid father, the receipt whereof I do hereby acknowledge, and thereof, &c.

Have

have granted, assigned and transferred, and by these presents Do, &c. unto the said *G. D.* his executors, administrators and assigns, The sum of one thousand pounds, of &c. given, limited, or appointed to me, in and by the last will and testament in writing of my said father, and all my right title, trust, claim and demand, of, in, to or out of the same sum of one thousand pounds, given, limited or appointed to me, in or by the same will; To have, hold, receive and take the same sum of one thousand pounds, hereby granted and assigned, or intended to be hereby granted or assigned unto the said *G. D.* his executors, administrators and assigns, to his and their own use and benefit, without giving any account to me, my executors or administrators, for the same; And for the considerations aforesaid, I do hereby authorise and impower the said *G. D.* his executors or administrators, by mortgage, sale, or otherwise, as by the said will is directed, to raise out of the estate late of my said father, the said sum of one thousand pounds, so given to me by the last will and testament of my said father, and to receive and retain the same to the proper use and benefit of him the said *G. D.* his executors, administrators or assigns, without giving any account for the same, to me, my executors or administrators; And I the said *H. T.* for myself, my heirs, executors and administrators, do hereby covenant, promise, and agree, to and with the said *G. D.* his executors, and administrators, that I the said *H. T.* have not made any other grant or assignment of the said sum of one thousand pounds, intended to be hereby granted and assigned, or made, done or suffered any other act, matter or thing whatsoever, whereby to release, extinguish or discharge my right or title to the same by virtue of my said father's will. In witness, &c.

*An Assignment of a Mortgage from a Trustee of a Roman Catholic, wherein she and Mortgagor join.*

THIS Indenture Quadripartite, made, &c. Between *A. H.* of, &c. Esq; of the first part, *F. L.* of &c. Gent. of the second part, *E. C.* of *L.* widow, of the third part, and *E. C.* of, &c. Esq. of the fourth part. Whereas by indenture of demise by way of mortgage, bearing date, &c. and made between the said *A. H.* of the one part, and the said *F. L.* by the name of, &c. of the other part, *In Consideration* of the sum of ten thousand pounds of, &c. therein mentioned to be, and which was paid to the said *A. H.* by the said *F. L.* he the said *A. H. Did* demise, &c. unto the said *F. L.* his, &c. All that the manor, &c. which said manor, &c. were formerly purchased of, &c. and all and singular, &c. To hold the said manor, &c. unto the said *F. L.* his, &c. for and during the term of one thousand years from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, *At* and under the yearly rent of a pepper-corn; *Subject nevertheless* to a proviso in the same indenture contained for making void thereof on payment by the said *A. H.* unto the said *F. L.* or his assigns, of the sum of one thousand and fifty pounds of lawful money, on certain days therein mentioned and long since past; as in and by, &c. And whereas the said sum of one thousand pounds in the said recited indenture of mortgage mentioned to be paid by the said *F. L.* to the said *A. H.* was not the proper money of the said *F. L.* but was the proper money of the said *E. C.* and the name of him the said *F. L.* was used in the said indenture of mortgage, at the nomination of and in trust for the said *E. C.* as by a writing duly executed by the said *F. L.* bearing date, &c. (purporting a declaration of trust in that behalf) may appear: And whereas the said *A. H.* made default in payment of the said sum of one thousand and fifty pounds in the proviso above mentioned, whereby the estate and interest of him the said *F. L.* of and in the said manor, hereditaments and premises, is now become absolute in law; In trust nevertheless for the said *E. C.* And whereas on the day of the date hereof there is justly due and owing from the said *A. H.* unto the said *E. C.* for principal, interest, and charges, on account of and by virtue of the said recited security so made, in trust for her as aforesaid the full sum of one thousand, one hundred, and fifty-three pounds, eight shillings and five-pence, and no more: And whereas the said *E. D.* (at the instance and request of the said *A. H.*) hath agreed not only to pay off and discharge the said sum of one thousand one hundred and fifty-three pounds, eight shillings, and five-pence, so due to her the said *E. C.* as aforesaid, but also to lend and advance unto the said *A. H.* the further sum of forty-six pounds eleven shillings and seven-pence (making together the principal sum of one thousand two hundred pounds) and to accept of an assignment of the said manor and premises comprised in the said term of one thousand years, for the now residue of the said term, for securing payment of the same sum, together with interest for the same, in such manner as herein after mentioned: Now this indenture witnesseth, that for and in consideration of the said sum of one thousand one hundred and fifty-three pounds, eight shillings, and five-pence of, &c. by the said *E. D.* (by the direction and appointment of the said *A. H.* and *F. L.* testified, &c.) to the said *E. C.* in hand well and truly paid, at or before the sealing and delivery of these presents, in full satisfaction and discharge of all monies whatsoever now due unto the said *E. C.* and *F. L.* or either of them, by virtue of the said recited mortgage, so made, in trust as aforesaid, or otherwise affecting the premises comprised therein, or any part thereof, and also in consideration of the further sum of forty-six pounds eleven shillings and seven-pence of, &c. in hand paid by the said *E. D.* to the said *A. H.* at, &c. the receipt of which said several sums of one thousand one hundred and fifty-three pounds, eight shillings, and five-pence, and forty-six pounds, eleven shillings and seven-pence, amounting together, to the said principal sum of twelve hundred pounds, they the said *E. C.* and *A. H.* do, and each of them doth hereby respectively acknowledge and thereof and of every part and parcel thereof do, and each of them doth acquit, &c. and also for and in consideration of the several sums of ten shillings of, &c. to the said *E. C.* and *F. L.* in hand paid by the said *E. D.* at, &c. the receipt, &c. He the said *F. L.* (at the request and by the direction of the said *A. H.* testified as aforesaid, and also of her the said *E. C.* testified likewise by her being a party to and executing of these presents) and also they the said *A. H.* and *E. C.* Have, and each and every of them Hath bargained, sold, assigned, transferred and set over, and by these presents they the said *A. H. F. L.* and *E. C.* and each and every of them Doth, &c. unto the said *E. D.* his &c. all that the before mentioned manor, &c. which in and by the said recited indenture of mortgage were by him the said *A. H.* demised and granted unto the said *F. L.* with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. by virtue of the said recited indenture of demise, or otherwise howsoever, together with the same indenture, and all and every other the deeds, &c. which they the said *A. H. F. L.* and *E. C.* or any or either of them, have or hath in their, any or either of their custody or power, or can or may come by without suit in law or equity;

Recitals

As to the mortgage.

As to the money being the money of E. C. and not of F. L. and declaration of the trust.

Default in payment.

Money now due.

E. D.'s agreement to pay off E. C. and to lend the mortgagor more money.

Consideration

Assignment.

Habendum

**To have and to hold** the ſaid manor or lordſhip, meſſuages, lands tithes, hereditaments, and all and ſingular other the premiſes herein before mentioned and intended to be hereby aſſigned, with their and every of their rights, royalties, members and appurtenances, unto the ſaid *E. C.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the before mentioned term of one thouſand years, which is now to come and unexpired, without impeachment of waſte, freed and diſcharged of and from the proviſo or condition in the ſaid recited indenture contained; **Subject nevertheleſs** to the proviſo or condition herein after mentioned, that is to ſay, **Provided always**, and theſe preſents are upon this expreſs condition, and it is hereby agreed and declared by and between all and every the ſaid parties to theſe preſents, that if the ſaid *A. H.* his, *&c.* do and ſhall well and truly pay, *&c.* unto the ſaid *E. C.* his *&c.* at or in, *&c.* the full ſum of one thouſand two hundred and ſixty pounds *&c.* in manner following, that is to ſay *&c.* without any deduction, *&c.* he the ſaid *E. C.* his executors, adminiſtrators and aſſigns, at the requeſt, coſts and charges, of the ſaid *A. H.* his heirs, executors, or adminiſtrators, ſhall and will re-aſſign or ſurrender all and ſingular the ſaid hereby aſſigned manor, *&c.* unto the ſaid *A. H.* his, *&c.* or to ſuch perſon or perſons as he or they ſhall direct or appoint, free, *&c.* done by the ſaid *E. C.* executors, adminiſtrators or aſſigns, ſo as he or they for the doing thereof be not compelled to travel, *&c.* **And the ſaid** *F. L.* for himſelf, *&c.* (*Covenants, done no act to incumber.*) **And** the ſaid *E. C.* for herſelf, her executors. *&c.* (*The like covenant.*) **And the ſaid** *A. H.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *E. D.* his, *&c.* that he the ſaid *A. H.* his, *&c.* ſhall and will well and truly pay, *&c.* unto the ſaid *E. D.* his, *&c.* the ſaid ſum of one thouſand two hundred and ſixty pounds, of, *&c.* and every part thereof, at the place, upon the ſeveral days and in the manner herein before mentioned and appointed for payment thereof, without any deduction or abatement whatſoever for the diſcharge of the laſt mentioned proviſo, and according to the true intent and meaning of theſe preſents: **And further**, that the ſaid term of one thouſand years, for ſo much thereof as is now to come and unexpired, is a good, legal, valid and ſubſiſting term and eſtate in the law, and not ſurrendered or made voidable, and that the ſaid *F. L.* and *A. H.* have power to grant and aſſign the ſame to the ſaid *E. D.* his, *&c.* in manner and form aforeſaid, according to the true intent and meaning of theſe preſents: **And alſo** that he, the ſaid *A. H.* hath not made, done, *&c.* any act, *&c.* (other than and except as before appears in and by theſe preſents): **And further** that from and after default ſhall happen to be made of or in payment of the ſaid ſum of one thouſand two hundred and ſixty pounds or any part thereof, contrary to the true intent and meaning of theſe preſents, it ſhall and may be lawful to and for the ſaid *E. C.* his executors, adminiſtrators and aſſigns, into and upon the ſaid hereby aſſigned manor, *&c.* to enter, and the ſame from thenceforth peaceably and quietly to have, hold, occupy, poſſeſs and enjoy, and the rents, iſſues and profits thereof to take and receive to his and their own proper uſe and benefit, for and during all the reſt, reſidue and remainder of the ſaid term of one thouſand years, which ſhall be then to come and unexpired, without any let, *&c.* of or by the ſaid *A. H.* his heirs or aſſigns, or of or by any other perſon or perſons whatſoever, and that free, *&c.* other than and except as aforeſaid: **And moreover**, that he the ſaid *A. H.* and his heirs, and all and every other perſon and perſons whatſoever, having or lawfully claiming any eſtate, right, *&c.* ſhall and will from time, *&c.* from and immediately after default ſhall happen to be made of or in payment of the ſaid ſum of one thouſand two hundred and ſixty pounds or ſome part thereof, contrary to the true intent and meaning of the above writen proviſo or condition, and of theſe preſents, at the requeſt, coſts and charges, of the ſaid *E. D.* his, *&c.* alſo make, do, levy, acknowledge, ſuffer and execute, or cauſe, *&c.* all *&c.* (be the ſame by fine, recovery, or otherwiſe howſoever) as well for the further *&c.* freed and diſcharged of the laſt above mentioned proviſo, and of all his the ſaid *A. H.* his heirs and aſſigns, power and equity of redemption whatſoever of, in and to the ſame, as by the ſaid *E. C.* his executors, adminiſtrators or aſſigns, or his or their counſel, learned in the law, ſhall be reaſonably deviſed, adviſed or required. **And laſtly**, it is hereby agreed and declared by and between the parties to theſe preſents, that until a failure ſhall be made in payment of the ſaid ſum of one thouſand two hundred and ſixty pounds, or ſome part thereof, (contrary to the true intent and meaning of theſe preſents) it ſhall and may be lawful to and for the ſaid *A. H.* his heirs and aſſigns, peaceably and quietly to have, receive, take and enjoy the rents, iſſues and profits of all and ſingular the ſaid hereby aſſigned manor, hereditaments and premiſes, to his and their own uſe and uſes, without any let, ſuit, hindrance, diſturbance, moleſtation or interruption of or by the ſaid *E. D.* his *&c.* and without any account to him or them to be had or given for the ſame. **In Witneſs**, &c.

Proviſo to reaſſign on payment.

Covenant to pay the money.

That the term is ſubſiſting.

No act of incumbrance. After default to enter and enjoy.

Further aſſurance.

Till failure A. H. to receive profits, &c.

I have peruſed and approved of this draught.

*( N. Pigot. )*

*Aſſignment of a Term of twenty Years granted by Leaſe to attend the Inheritance, by a Repreſentative and her Huſband, by the Direction of the Vendor, and at the Nomination of the Purchaſer.*

Recital that the within mentioned premiſes were purchaſed by T. B. and J. J.

**To All to whom** theſe preſents ſhall come, *&c.* **Whereas** *T. B.* of, *&c.* Eſquire, and *J. J.* of, *&c.* Gentleman, have with the conſent and approbation, and by the expreſs direction of *S. B.* of, *&c.* Eſquire, and *S. B.* the younger, of, *&c.* Eſquire, and *M.* his wife, and *J. C.* of, *&c.* Eſquire, purchaſed of the within named *W. P.* and *J. P.* Eſquire, ſon and heir apparent of the ſaid *W. P.* the fee-ſimple and inheritance of the within mentioned piece or parcel of ground, meſſuage, or tenement and premiſes with their appurtenances, in and by the within written indenture aſſigned to the within named *C. P.* his executors, adminiſtrators and aſſigns, for the remainder of the within mentioned term of ſixty years, for the ſum of one thouſand three hundred pounds of lawful money of Great Britain, and the ſaid premiſes by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of theſe preſents, and the releaſe being of five parts, and bearing even date herewith, and made or mentioned to be made between the ſaid *S. B.* the elder, and *S. B.* the younger, and the ſaid *Mary* his wife, of the firſt part, the ſaid *W. P.* and *J. P.* of the ſecond part, *J. J.* of, *&c.* Gentleman, of the third part, the ſaid *J. C.* of the fourth part, and the ſaid *T. B.* and *J. J.* of the fifth part, and for the conſideration

aforeſaid

aforeſaid, granted and conveyed to the ſaid *T. B.* and *J. J.* and their heirs, to the ſeveral uſes, intents and purpoſes, and ſubject to the ſeveral truſts, powers, proviſoes, limitations and agreements limited, declared and expreſſed in a certain indenture tripartite of ſettlement in the ſaid indenture of releaſe firſt recited, as in and by the ſaid indentures of leaſe and releaſe, relation being thereunto had, may more fully appear; **And whereas** the ſaid *G. P.* is dead, having in his life-time made his laſt will and teſtament, and thereof conſtituted and appointed his three daughters, *S.* wife of *T. C.* of, *&c.* doctor in phyſic, *J.* the wife of *R. K.* Eſquire, and *A. P.* ſpinſter, his executrixes, and the ſaid *J. K.* hath alone proved the ſaid will in the prerogative court of the Archbiſhop of Canterbury, whereby the ſaid *J.* and in her right the ſaid *R. K.* is become poſſeſſed of, or intitled unto the remainder of the within mentioned term of ſixty years: **Now know ye**, that for and in conſideration of the ſum of five ſhillings, of, *&c.* to the ſaid *R. H.* and *J.* his wife, by *R. M.* of, *&c.* Eſquire, in hand paid, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) they the ſaid *R. K.* and *J.* his wife, (by the direction and appointment of the ſaid *W. P.* and *J. P.* and at the nomination of the ſaid *T. B.* and *J. J.* teſtified by their being parties to, and ſigning and ſealing theſe preſents) **have**, and each of them **hath** bargained, ſold, aſſigned, ſet over and transferred; and the ſaid *W. P.* and *J. P.* **have**, and each of them **hath** ratified and confirmed; **And** by theſe preſents the ſaid *R. K.* and *J.* his wife **do**, and each of them **doth** fully, clearly, and abſolutely bargain, ſell, aſſign, ſet over and transfer; and the ſaid *W. P.* and *J. P.* **do**, and each of them **doth** ratify and confirm unto the ſaid *R. M.* his executors, adminiſtrators and aſſigns, **All that** the ſaid piece or parcel of ground, meſſuage, or tenement and premiſes in the within written indenture mentioned and deſcribed, with their appurtenances, together with the within written original indenture of leaſe, and the ſeveral *meſne* aſſignments thereof, and all and ſingular other the premiſes within mentioned to be aſſigned to the ſaid *C. P.* his executors, adminiſtrators and aſſigns; **And all** the eſtate, right, title, intereſt, term and terms for years, benefit, truſt, property, profit, claim and demand whatſoever, both in law and equity, of the ſaid *R. H.* and *J.* his wife, *W. P.* and *J. P.* and of every of them, of, in, and to the ſame, and every part and parcel, **To have and to hold** the ſaid piece or parcel of ground, meſſuage or tenement, and all and ſingular other the premiſes herein before-mentioned or intended to be hereby bargained, ſold and aſſigned, with their and every of their appurtenances, unto the ſaid *R. M.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt, reſidue, and remainder of the within mentioned term of twenty years yet to come and unexpired: **In truſt** for the ſeveral and reſpective perſons, to whom the ſaid hereby aſſigned premiſes are limited in and by the ſaid herein before recited indenture of releaſe, and to attend and wait upon the freehold and inheritance of the ſame premiſes; **And the ſaid** *R. H.* for himſelf, his executors, adminiſtrators, and the ſaid *J.* his wife, doth covenant, promiſe and agree to and with the ſaid *R. M.* his executors, adminiſtrators and aſſigns, by theſe preſents, that neither he the ſaid *R. K.* or the ſaid *J.* his wife, have, or either of them hath at any time heretofore done, committed or ſuffered any act, matter or thing, whereby or by means whereof the ſaid hereby aſſigned premiſes are or may be impeached or incumbered, in title, charge, eſtate, or otherwiſe howſoever. **In witneſs**, &c.

Will of C. P.

proved in the prerogative court of Canterbury.

Conſideration.

Aſſignment and ratification.

Parcels.

Habendum.

for reſidue of term.

In truſt to attend the inheritance.

Covenant that no act has been done to incumber.

*(Pigott.)*

*An Aſſignment of a Judgment on ſeveral Bonds, by the laſt Aſſignee of the ſame, there having been ſeveral Agreements with the Conſent,* &c. *of all the Parties, to the ſurviving Truſtees of the deceaſed Debtor, on their paying the Debt, purſuant to a Decree in Chancery, and a Releaſe of Debt, Bonds and Judgments,* &c.

**This Indenture of five Parts**, made, *&c.* **Between** *B. G.* of, *&c.* of the firſt part, *W. G.* of, *&c.* of the ſecond part, *J. M.* of, *&c.* of the third part, *P. G.* late of, *&c.* but now of, *&c.* Eſquire, and *E.* his wife, (late *E. M.* widow) of the fourth part, and the Honourable *A. D.* Eſquire, (one of his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter) and *T. G.* of, *&c.* Eſquire, (ſurviving truſtees nominated and appointed for payment of the debts of *P.* late Duke of *W.* deceaſed) of the fifth part. **Whereas** by indentures of aſſignment, bearing date, *&c.* and made between the ſaid *J. M.* of the firſt part, and the ſaid *W. G.* of the other part, reciting, That by one warrant of attorney, bearing date, *&c.* under the hand and ſeal of *P.* late Duke of *W.* directed to the attornies therein named, he the ſaid *P.* Duke of *W.* did authorize the ſaid attornies to appear for him in the Court of King's Bench at Weſtminſter, as of, *&c.* there to receive a declaration againſt him in an action of debt for one thouſand five hundred pounds, due on a *mutuatus* at the ſuit of the ſaid *J. M.* and thereupon to confeſs the ſame action, or elſe to ſuffer a judgment by *non ſum informatus*, or otherwiſe to paſs againſt him in the ſame action, and to be thereupon forthwith entered up againſt him of record, with coſts of ſuit; *And further reciting*, that by indorſement on the back of the ſaid recited warrant of attorney, purporting a memorandum that the ſaid *J. M.* did thereby agree, that the judgment to be entered up, purſuant to the ſaid warrant of attorney, was only meant and intended to be as a ſecurity for the principal ſum of three hundred pounds, and intereſt due on a bond dated, *&c.* from the ſaid Duke to the ſaid *J. M.* and alſo for the further principal ſum of four hundred and fifty pounds and intereſt, due on another bond, dated, *&c.* made from the ſaid Duke to the ſaid *J. M.* and for the further principal ſum of one hundred pounds, and intereſt due on one other bond, dated, *&c.* made from the ſaid Duke to the ſaid *J. M.* and *G. H.* jointly, and that the ſaid one hundred pounds was borrowed for the ſole uſe of the ſaid Duke; *And further reciting*, that in purſuance of the ſaid warrant of attorney, judgment was entered up thereon in his Majeſty's Court of King's Bench, as of the then laſt Michaelmas term for one thouſand five hundred pounds debt due on a *mutuatus*, and ſixty-three ſhillings for coſts; *It is by the ſaid indenture of aſſignment witneſſed*, that for the better ſecuring payment of the ſeveral ſums of four hundred and ninety-eight pounds and ſix hundred and fifteen pounds, due from the ſaid *J. M.* to the ſaid *W. G.* by virtue of two mortgages therein mentioned, he the ſaid *J. M. Did* grant, *&c.* unto the ſaid *W. G.* his, *&c. As well* the ſaid recited bonds mentioned in the ſaid indorſement on the ſaid warrant of attorney, *As alſo* the ſaid recited judgment ſo entered up as aforeſaid, *And alſo* all the eſtate, *&c.* of, in and to the ſaid bonds and judgments ſo entered up as aforeſaid, or either of them, or of, in and to any other judgment had or obtained or to be ſued, executed

Recitals of an aſſignment, (reciting a warrant of attorney to confeſs judgment,

and an indorſement thereon, that the ſame was intended as a ſecurity for money due on ſeveral bonds,

and judgment entered) whereby J. M. aſſigned to W. G. the bonds and judgment.

Letter of attorney therein.

cuted or obtained by the ſaid *J. M.* on account of the ſaid bonds, or any or either of them; **And the ſaid** *J. M.* for the more fully enabling, *&c.* did make, ordain, *&c.* the ſaid *W. G.* his, *&c.* attorney, *&c.* to ſue, *&c.* with uſual covenants, as in aſſignments of judgments, with a covenant from the ſaid *W. G.* to the ſaid *J. M.* for indemnifying the ſaid *J. M.* his executors or aſſigns, on account of his name being made uſe of, by virtue of the power thereby given for the recovery of the ſaid premiſes: **And whereas** by one other indenture of aſſignment, bearing date the fourth, *&c.* and made or mentioned to be made between the ſaid *J. M.* by the name of, *&c.* of the one part, and the ſaid *E.* now the wife of the ſaid *P. G.* (by her then name or addition of *E. M.* of, *&c.* widow) of the other part; *Reciting* that the ſaid *J. M.* had in M. term in the —— year of, *&c.* obtained a judgment in his Majeſty's Court of, *&c.* againſt *P.* Duke of *W.* for one thouſand five hundred pounds debt, and ſixty-three ſhillings coſts; *And further reciting* a decree of the Court of Chancery, dated the, *&c.* made on the hearing of a certain cauſe then depending in the ſaid Court, wherein *B. H. S.* Eſquire, and others, as well for themſelves as for and on behalf of others the creditors of the ſaid Duke by judgment, were plaintiffs, and the ſaid Duke of *W. M.* Ducheſs of *W.* the ſaid *A. D. T. G.* and *J. J.* and *R. J.* Eſquires, (ſince deceaſed) were defendants, whereby ſeveral proviſions and directions were made and given for the payment of the debts of the ſaid late Duke of *W.* by mortgages and judgments, in ſuch manner as therein is more particularly recited and mentioned; *And farther reciting*, that the ſaid *J. M.* in purſuance of the ſaid decretal order, had duly proved his ſaid judgment before Mr. *H.* the maſter to whom the ſaid cauſe was referred, and that the ſaid maſter by his report, dated, *&c.* had certified, that the ſaid judgment and debt due thereon had been duly proved before him, and that there was then due to the ſaid *J. M.* the ſum of one thouſand five hundred and three pounds three ſhillings, and that the ſame ought to be paid to the ſaid *J. M.* as by the ſaid decretal order was directed; *And that* by ſeveral orders of the ſaid Court made in the ſaid cauſe bearing date, *&c.* then laſt paſt, the ſaid report was abſolutely confirmed, *It is by the ſaid indenture* of the 4th, *&c. witneſſed*, that in conſideration of one thouſand five hundred pounds paid by the ſaid *E. M.* to the ſaid *J. M.* *He* the ſaid *J. M.* did aſſign, *&c.* unto the ſaid *E. M.* her, *&c.* as well the ſaid therein and herein above recited judgment ſo obtained by the ſaid *J. M.* againſt the ſaid Duke of *W.* and alſo all and every the ſum, *&c.* and alſo the ſaid maſter's report, whereby the ſaid one thouſand five hundred and three pounds three ſhillings, was reported due to the ſaid *J. M.* for principal and coſts, and all benefit, profit, intereſt and advantage to be had, received and taken by or by force or virtue of the ſaid decretal order, maſter's report, and other orders and proceedings then had and to be had in the ſaid cauſe, and all the eſtate, *&c.* *To hold* all and ſingular the ſaid premiſes to the ſaid *E. M.* her, *&c.* as and for her and their own proper monies, goods and chattels thenceforth for ever, with power for her the ſaid *E. M.* in the name, *&c.* with a covenant from the ſaid *J. M.* to make further aſſurance of the ſaid premiſes unto the ſaid *E. M.* in ſuch manner as therein is alſo mentioned, *As* in and by the ſaid ſeveral in part recited indentures of aſſignment, bonds, judgment, decree, maſter's report, orders and other proceedings in the ſaid Court of Chancery therein recited (relation, *&c.*) **And whereas** the ſaid judgment, monies and premiſes ſo aſſigned by the ſaid *J. M.* to the ſaid *E. M.* by the ſaid laſt recited indenture of the 4th, *&c.* are the ſame judgment, monies and premiſes which in and by the ſaid firſt recited indenture of the 20th of, *&c.* were by the ſaid *J. M.* aſſigned to the ſaid *W. G.* **And whereas** the ſaid judgment, monies and premiſes ſo aſſigned to the ſaid *E. M.* as aforeſaid, were by her before her intermarriage with the ſaid *P. G.* aſſigned to and are now veſted in the ſaid *B. G.* by virtue of an indenture bearing date the 21ſt day of, *&c.* for the ſole and ſeparate uſe of the ſaid *E. G.* late *E. M.* **And whereas** the ſaid ſum of one thouſand five hundred and three pounds three ſhillings, ſo ſecured by the ſaid judgment as aforeſaid, and certified to be due by the ſaid report of the ſaid maſter *H.* now remains due from the eſtate late of the ſaid *P.* Duke of *W.* and no part thereof has been paid or ſatisfied: **And whereas** to prevent all ſuits, diſputes, controverſies and charges which may at any time hereafter happen between him the ſaid *W. G. P. G.* and *E.* his wife, and *J. M.* touching the ſaid ſeveral aſſignments of the ſaid judgments and monies ſo made to them by the ſaid *W. G.* and *E. M.* by the ſaid *J. M.* and ſince by her the ſaid *E. M.* aſſigned to the ſaid *B. G.* in manner as aforeſaid, they the ſaid *W. G. P. G.* and *E.* his wife, and *J. M.* have come to a mutual agreement that the ſaid one thouſand five hundred and three pounds three ſhillings, ſecured by the ſaid three bonds mentioned in the ſaid indorſement on the back of the ſaid warrant of attorney and judgment, as aforeſaid, ſhall be paid to the ſaid *B. G.* **And whereas** they the ſaid *A. D.* and *T. G.* as being the ſurviving truſtees for payment of the judgment debts due from the ſaid late Duke's eſtate, in purſuance of the before mentioned decree and orders of the ſaid Court of Chancery, have at the requeſt of them the ſaid *W. G. J. M.* and *P. G.* and *E.* his wife, agreed to pay the ſaid one thouſand five hundred pounds, and three pounds three ſhillings coſt to the ſaid *B. G.* in manner as is herein after mentioned; in conſideration whereof they the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* have agreed to aſſign and releaſe the ſaid judgment, monies and premiſes, and the three ſeveral and in part recited bonds unto them the ſaid *A. D.* and *T. G.* in ſuch manner as herein after is alſo mentioned: **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of one thouſand five hundred and three pounds three ſhillings of, *&c.* to the ſaid *B. G.* (by and with the conſent, direction and appointment of them the ſaid *W. G. P. G.* and *E.* his wife, and *J. M.* reſpectively teſtified, *&c.*) in hand well and truly paid by the ſaid *A. D.* and *T. G.* or one of them, at, *&c.* (in full of all principal monies, intereſt, and coſts and charges whatſoever ſo due and owing from the eſtate late of the ſaid *P.* Duke of *W.* to them the ſaid *W. G. P. G.* and *E.* his wife, *B. G.* and *J. M.* any or either of them, by virtue of the ſaid three recited bonds and judgment, decree and report ſo aſſigned to them the ſaid *W. G. E. M.* and *B. G.* as aforeſaid) the receipt of which ſaid ſum of one thouſand five hundred and three pounds three ſhillings, he the ſaid *B. G.* doth thereby acknowledge, and thereof, *&c.* as well the ſaid *A. D.* and *T. G.* their executors and adminiſtrators, as alſo the real and perſonal eſtates whatſoever late of the ſaid *P.* Duke of *W.* of and from the ſame, and every part thereof, and alſo for and in conſideration of the ſum of five ſhillings a-piece of like lawful money to the ſaid *W. G. P. G.* and *E.* his wife, and *J. M.* in hand alſo paid by the ſaid *A. D.* and *T. G.* at or before the executing of theſe preſents, the receipt whereof is by them hereby reſpectively acknowledged, they the ſaid *W. G.* and *B. C.* at the ſpecial inſtance and requeſt, and by and with the conſent, direction and appointment as well of the ſaid *J. M.* as alſo of the ſaid *P. G.* and *E.* his wife, reſpectively teſtified as aforeſaid, and alſo they the ſaid *J. M.* and *P. G.* and *E.* his wife, **Have**, and each and every of them **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents they the ſaid *W. G. B. G. J. M.* and *P. G.* and *E* his wife, **Do**, and each and every of them **Doth** bargain, *&c.* unto the ſaid *A. D.* and *T. G.* **As well** the herein before mentioned and recited three ſeveral

Another aſſignment.

(Reciting another judgment, J. M. againſt the Duke of W. and a decree for payment of the ſaid Duke's debts on mortgages and judgments, and that J. M. had proved his judgment. Maſter's report as to the ſame.

and confirmation thereof) whereby in conſideration of 1500l. J. M. aſſigned his judgment to E. M. and the maſter's report, &c.

Habendum.

Letter of attorney,

and covenants.

That the judgment, &c. ſo aſſigned to E.M. are the ſame as in the firſt aſſignment were aſſigned to W. G. which was aſſigned by E. M. before her marriage, and is now veſted in B. G. for her ſeparate uſe.

The money ſtill due from the Duke's eſtate.

Agreement to prevent ſuits concerning the ſaid aſſignments.

That the money ſhall be paid to B. G. to whom the Duke's ſurviving truſtees agreed to pay the ſame on aſſigning and releaſing the judgment, &c.

Aſſignment.

ſeveral bonds, judgment, and report, And all and every ſum and ſums of money thereby ſecured, And which in and by the ſaid herein before in part recited indenture of the 20th of, &c. were by him the ſaid *J. M.* granted and aſſigned to the ſaid *W. G.* and which were afterwards by him the ſaid *J. M.* in and by the ſaid recited indenture of the 4th of, &c. alſo granted and aſſigned to the ſaid *E. M.* and which were by her by the ſaid recited indenture of the 21ſt of, &c. aſſigned to the ſaid *B. G.* in manner as aforeſaid, or mentioned or intended ſo to be, And alſo all benefit and advantage whatſoever which can or may be had, recovered, obtained, received or gotten by force or virtue of the ſaid ſeveral aſſignments ſo made thereof as aforeſaid, And all the eſtate, right, title, intereſt, property, claim and demand whatſoever and howſoever, both in law and equity, of them the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* any or either of them, or of any perſon or perſons, *In truſt* for them, or any or either of them, of, in, to or out of the ſaid hereby aſſigned bonds, judgment, monies, and premiſes, by virtue of the ſaid ſeveral recited indentures of aſſignment, any or either of them, or otherwiſe howſoever; To have and to hold, receive, take and enjoy the ſaid three ſeveral bonds, judgment, monies, and all and ſingular the herein before mentioned and intended to be hereby aſſigned premiſes, unto, and to and for the only uſe and benefit of the ſaid *A. D.* and *T. G.* their executors, adminiſtrators and aſſigns from henceforth, as and for their own proper monies for ever, and that in as full, large, ample and beneficial manner to all intents, conſtructions and purpoſes whatſoever, as they the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* any or either of them, their, any or either of their executors or adminiſtrators, could or might have had, held, recovered, received, enjoyed or diſpoſed of the ſame, in caſe theſe preſents had not been made. And this Indenture witneſſeth, that the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* (for the conſideration aforeſaid, and for other good cauſes and conſiderations them thereunto eſpecially moving) Have, and each and every of them Hath remiſed, releaſed and for ever quit-claimed, and by theſe preſents they the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* Do, and each and every of them Doth freely, clearly and abſolutely remiſe, &c. unto the ſaid *A. D.* and *T. G.* their executors and adminiſtrators, and all other the truſtees and repreſentatives of the ſaid *P.* late Duke of *W.* deceaſed, As well the ſaid ſum of one thouſand five hundred and three pounds three ſhillings, ſo ſecured by the ſaid three ſeveral recited bonds and judgment in manner as aforeſaid, As alſo all and all manner of action and actions, cauſe and cauſes of action and ſuits both at law and in equity, or otherwiſe howſoever, which they the ſaid *W. G. B. G. P. G.* and *E.* his wife, and *J. M.* or any or either of them, now have or ever had, or which they or any or either of them, their or any or either of their heirs, executors or adminiſtrators at any time hereafter can, ſhall or may have, claim, challenge or demand againſt them the ſaid *A. D.* and *T. G.* or either of them, their or either of their executors or adminiſtrators, or any other the truſtees or repreſentatives whatſoever of the ſaid *P.* Duke of *W.* for or by reaſon or on account of the ſaid hereby aſſigned bonds, judgment, monies and premiſes, or for or in reſpect of any other matter, cauſe or thing whatſoever touching or concerning the ſame, to the day of the date of theſe preſents. And the ſaid *W. G.* for himſelf, his executors or adminiſtrators, doth hereby covenant, agree and declare to and with the ſaid *A. D.* and *T G.* their executors, adminiſtrators and aſſigns, that he the ſaid *W. G.* hath not, &c. made, &c. nor ſhall, &c make, &c. any act, &c. whereby or by means whereof the hereby aſſigned and releaſed bonds, judgment, monies and premiſes, or any part thereof, are, is, ſhall or may be in any wiſe impeached, releaſed, aſſigned, diſcharged or incumbered in any manner howſoever; And the ſaid *B. G.* for himſelf, &c. and the ſaid *P. G.* for himſelf and for the ſaid *E.* his wife, doth hereby covenant, agree and declare to and with the ſaid *A. D.* and *T. G.* their executors, adminiſtrators and aſſigns, that they the ſaid *P. G.* and *E.* his wife, or either of them, have not any time heretofore made, &c. any act, &c. whereby, &c. *(as before)* ſave and except as before appears in and by theſe preſents; And the ſaid *J. M.* for himſelf, &c. doth hereby covenant, &c. *(as before)* ſave, &c. And that he the ſaid *J. M.* and alſo the ſaid *W. G.* and *B. G.* and all and every other perſon and perſons whatſoever lawfully claiming or to claim any eſtate, &c. of, in or to the hereby aſſigned bonds, judgment, monies and premiſes, or any part thereof, by, from, &c. ſhall and will at any time, &c. make, do, &c. all and every, &c. as well for the further, better, more perfect and abſolute granting, aſſigning, releaſing and aſſuring of the ſaid hereby aſſigned bonds, judgment, monies and premiſes, unto and to and for the only uſe and benefit of the ſaid *A. D.* and *T. G.* their executors and aſſigns, as alſo for acknowledging ſatisfaction upon the record of the ſaid judgment or otherwiſe vacating the ſame, as by the ſaid *A. D.* and *T. G.* their executors or aſſigns, or their or any of their counſel learned in the law ſhall be reaſonably adviſed or required, ſo as no perſon for doing thereof be compelled to go above twenty miles from his, her or their then place of abode or habitation. In Witneſs, &c.

Releaſe to the Duke's truſtees of the debt, bonds and judgment, &c.

Covenants no act to incumber.

Further aſſurance.

*An Aſſignment of a Leaſehold Intereſt by Deed Poll indorſed on the Leaſe.*

KNOW all Men by theſe preſents, that I the within named *Anne Anſly*, for and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to me in hand paid by *Bazil Brent* of, &c. Gentleman, at or before the ſealing and delivery of theſe preſents, (the receipt whereof I do hereby acknowledge,) have bargained, ſold and aſſigned, and by theſe preſents Do bargain, ſell and aſſign unto the ſaid *Bazil Brent*, All and ſingular the meſſuage or tenement, yard, garden, coach-houſe, ſtables, out-houſes and hereditaments, in and by the within written indenture demiſed, or mentioned ſo to be, with their appurtenances; And alſo all that little garden at the end of the aforeſaid garden, with the banquetting houſe and mount which were leaſed, or agreed to be leaſed to me by the within named *Charles Croſley*, by agreement between us dated the day next before the day of the date hereof for twenty-one years, or ſuch other term as is therein mentioned, at the yearly rent of ten pounds, payable quarterly; And alſo all my eſtate, right, title, intereſt, term of years, claim and demand whatſoever, of, in, to or out of the ſame meſſuage and other the premiſes, or any part thereof, by virtue of the within written indenture, and the aforeſaid agreement, or either of them, or otherwiſe howſoever, together with the ſame indenture and agreement, and all the benefit thereof; To have and to hold the ſaid meſſuage or tenement, buildings, gardens, &c. and other the premiſes hereby aſſigned or mentioned ſo to be, with the appurtenances, unto the ſaid *Bazil Brent*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the within mentioned term of twenty-one years, and of ſuch other term or terms as I the ſaid *Anne Anſly* now have or ought to have therein reſpectively, (Subject nevertheleſs

Premiſes.

Yearly rents.

Habendum.

vertheleſs to the rents, covenants and agreements in the ſaid indenture and agreement reſpectively reſerved and contained and agreed upon, and which from henceforth on the tenant's or leſſee's part are or ought to be paid, done and performed.) In Witneſs, &c.

(*Horſeman.*)

*Aſſignment and Confirmation by a Perſon on coming of Age, purſuant to a Bond given for the doing thereof.*

TO all, &c. the within named *R. M.* ſendeth greeting. Whereas the ſaid *R. M.* (although ſhe was made a party to the within written indenture) *Did* not execute the ſame at the time when the other parties thereto ſealed and delivered the ſame, ſhe the ſaid *R. M.* being then an infant under the age of twenty-one years, but ſhe the ſaid *R. M.* having ſince attained her age of twenty-one years, hath duly executed the ſaid indenture; And whereas the within named *M. W.* and *R. M.* by their bond or obligation, bearing date, &c. became jointly bound unto *W. B.* and *J. A. P.* Eſquires, in the ſum of one thouſand two hundred pounds, with condition thereunder written, (Reciting, among other things, the above mentioned indenture, and that a meſſuage or tenement and premiſes, ſituate, &c. had been ſold and aſſigned to *W. B.* Gentleman, and that the ſaid *W. B.* and *J. A. P.* had agreed with the ſaid *W. R.* for the purchaſe of the ſaid meſſuage and premiſes, and that the ſaid *R. M.* being then an infant under the age of twenty-one years, and by reaſon thereof had not aſſigned her right and intereſt in the ſaid premiſes unto the ſaid *W. R.*) it was and is by the ſaid bond conditioned, that if the ſaid *R. M.* within ſix months next after ſhe attained her age of twenty-one years, ſhould aſſign unto the ſaid *W. B.* and *J. A. P.* or one of them, an aſſignment of all her eſtate, right and intereſt, of, in and to the ſaid meſſuage and premiſes, then the ſaid obligation to be void, otherways to remain in full force: And whereas by indenture *tripartite* of aſſignment, bearing date, &c. made between the ſaid *W. R.* of the firſt part, *G. B.* Eſquire, and *E.* his wife, of the ſecond part, and the ſaid *W. B.* and *J. A. P.* of the third part, (reciting as therein is recited) and for the conſiderations therein mentioned, the ſaid meſſuage or tenement and premiſes were by the ſaid *W. R.* abſolutely aſſigned to the ſaid *W. B.* and *J. A. P.* their executors and aſſigns, for the reſidue of a term of one thouſand years then to come therein; nevertheleſs, as to the rents and profits thereof, in truſt for the ſole and ſeparate uſe, benefit and diſpoſal of the ſaid *G. B.* during her life, and after her death, then in truſt for her children, and ſuch other truſts, intents and purpoſes, as in the ſame indenture are mentioned, expreſſed and declared touching the ſame: And whereas the ſaid *W. B.* having declined to act any further in the truſt-eſtate of the ſaid *E. B.* he the ſaid *W. B.* (at the requeſt, and by and with the conſent and direction of the ſaid *G. B.* and *E.* his wife) by indenture, bearing date, &c. hath aſſigned and releaſed unto the ſaid *J. A. P.* his executors, &c. (amongſt other things) all his the ſaid *W. B.*'s truſt-eſtate, right, term of years, intereſt, claim and demand whatſoever, of, in and to the ſaid meſſuage and premiſes, (ſubject nevertheleſs to the ſeveral truſts, intents and purpoſes in the ſame indenture mentioned and expreſſed, of and concerning the ſame): Now know ye, and theſe Preſents witneſs, That ſhe the ſaid *R. M.* in purſuance and performance of the condition of the ſaid recited bond, and in execution and diſcharge of the ſame, and in conſideration of the ſum of five ſhillings of, &c. to her paid by the ſaid *J. A. P.* at or before the executing of theſe preſents, the receipt, &c. and for other, &c. hath, and by theſe preſents ſhe the ſaid *R. M.* Doth freely, clearly and abſolutely aſſign, remiſe, releaſe, and for ever quit claim unto the ſaid *J. A. P.* All the eſtate, right, title, intereſt, term of years to come and unexpired, poſſeſſion, yearly rents and profits, property, claim and demand whatſoever, both at law and in equity, of her the ſaid *R. M.* or of any perſon or perſons in truſt for her, of, in and to the ſaid herein before aſſigned premiſes, and every part and parcel thereof, by virtue of the ſaid laſt will and teſtament, of her late father *J. M.* Gentleman, deceaſed, or otherwiſe howſoever; To have and to hold the ſaid herein before aſſigned meſſuage or tenement and premiſes, with the appurtenances unto the ſaid *J. A. P.* his executors, &c. from henceforth for and during all the reſt and reſidue of the ſaid term of one thouſand years, which is now to come and unexpired; Subject nevertheleſs to, for and upon the ſeveral truſts, intents and purpoſes, and ſubject to the powers, proviſoes and agreements in the ſaid recited indenture *tripartite* of aſſignment of the twenty-ninth of June, &c. mentioned, expreſſed and declared, of and concerning the ſame; And the ſaid *R. M.* for herſelf, (*done no act to incumber.*) In Witneſs, &c.

(*Wood.*)

*An abſolute Aſſignment from a Son of one of the Daughters and Coheireſſes of Legatee of the fourth Part of two Annuities given by Will.*

Will recited. THIS Indenture made the 12th day of January, in the nineteenth year, &c. and in the year of our Lord 1779, Between *John Day* of, &c. of the one part, and *Henry How* of, &c. and *Richard Say* of, &c. of the other part. Whereas *J. H.* of, &c. did in and by his laſt will and teſtament duly executed, bearing date, &c. give and bequeath unto his couſin *M. H.* one yearly annuity of one hundred and ten pounds of lawful, &c. to be iſſuing and payable out of all his lands, tenements, and hereditaments in, &c. *To have, hold, receive* and enjoy the ſaid annuity of one hundred and ten pounds unto the ſaid *M. V.* and to the heirs of her body, lawfully to be begotten; and for default of ſuch iſſue, to the heirs of the body of his couſin *E. V.* ſiſter to the ſaid *M. V.* And alſo did in and by his ſaid will and teſtament give and bequeath, out of the ſaid lands, tenements and hereditaments, unto the ſaid *E. V.* and to the heirs of her body lawfully to be begotten, one other yearly annuity of one hundred and ten pounds of lawful, &c. and for default of ſuch iſſue, to the heirs of the body of the ſaid *M. V.* lawfully begotten; as by the ſaid will, relation being thereunto had, more at large appears:

Teſtator's death. And whereas ſome time after the making of which ſaid will the ſaid *J. H.* died: And whereas the ſaid

ſaid *M. V.* inter-married with *T. S.* and afterwards died, leaving four daughters and coheireſſes, one whereof was *Jane* deceaſed, who was married to *D.* father of the ſaid *J. D.* party to theſe preſents, and was mother of the ſaid *J. D.* who is ſon and heir of the ſaid *Jane*, by virtue whereof he is intitled to a fourth part and ſhare of the ſaid annuity or rent-charge of one hundred and ten pounds *per annum*, in remainder or reverſion, after the death of the ſaid *E. V.* whithout heirs of her body, which ſaid *E. V.* is now *E. B.* widow: **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of ſix hundred and ſixty pounds of lawful, *&c.* to the ſaid *J. D.* in hand, at and before the ſealing and delivery of theſe preſents, well and truly paid by the ſaid *H. H.* and *R. S.* the (receipt, *&c.*) **He** the ſaid *J. D.* **hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth** grant, *&c.* unto the ſaid *H. H.* and *R. S.* their heirs and aſſigns, **All that** the ſaid fourth part, ſhare and proportion, and every part, proportion and ſhare of him the ſaid *J. D.* of or in the ſaid annuities or rent-charges of one hundred and ten pounds *per annum* in poſſeſſion, and of one hundred and ten pounds *per annum* in remainder or reverſion after the death of the ſaid *E. B.* without heirs of her body, iſſuing and going out of the lands, tenements and hereditaments before mentioned, **and alſo** all the eſtate, right, title, intereſt, claim and demand of him the ſaid *J. D.* as ſon and heir of the ſaid *Jane*, one of the daughters and coheireſſes of the ſaid *M. V.* deceaſed, of, in and to the ſaid annuities or rent-charges, or either of them, or any other annuity or rent-charge, by force, virtue and means of the laſt will and teſtament of the ſaid *J. H.* deceaſed, or otherwiſe howſoever, **together** with the benefit and advantage of diſtreſs for the ſame, and all other benefits and advantages to the ſaid annuity or rent-charge belonging, or in any wiſe appertaining, in as large and beneficial manner as he the ſaid *J. D.* could or might enjoy the ſame, had theſe preſents never been made; **To have**, hold and yearly to receive the ſaid fourth part, ſhare, proportion, and all and every other the part, proportion and ſhare of him the ſaid *J. D.* of, in and to the ſaid annuities or rent-charges of one hundred and ten pounds *per annum*, in poſſeſſion, and one hundred and ten pounds *per annum* in remainder or reverſion after the death of the ſaid *E. B.* without heirs of her body, unto the ſaid *H. H.* and *R. S.* their heirs and aſſigns to the only uſe and behoof of them the ſaid *H. H.* and *R. S.* their heirs and aſſigns, for ever: **And whereas** the ſaid *J. D.* did in Hillary term laſt paſt levy and acknowledge in due form of law, before their Majeſties Juſtices of the Court of Common Pleas at *Weſtminſter*, unto the ſaid *H. H.* and *R. S.* and the heirs of one of them, one fine *ſur conuſance de droit come ceo*, *&c.* with proclamations thereupon had, or intended to be had, according to the ſtatute in that caſe made and provided, and at the uſual courſe of fines in ſuch caſe uſed, **of all** his part, ſhare and proportion of the ſaid annuities or rent-charges of one hundred and ten pounds *per annum* in poſſeſſion, and one hundred and ten pounds *per annum* in reverſion or remainder after the death of the ſaid *E. B.* without iſſue, by the name of, *&c.* rent iſſuing out of ſeven houſes in the pariſh of, *&c.* or by ſome other name, certainty or deſcription: **Now this Indenture further witneſſeth**, and the ſaid *J. D.* for himſelf and his heirs, doth hereby acknowledge and declare, that the true intent and meaning of the ſaid fine was, at the time of the levying thereof, and ſtill is, and it is by theſe preſents, and by all the ſaid parties hereunto declared, that the ſaid fine, and all effects thereof, and all other fine and fines heretofore levied and acknowledged, or hereafter to be levied and acknowledged by the ſaid *J. D.* of his ſaid part and ſhare of the ſaid annuities or rent-charges in poſſeſſion and remainder or reverſions ſhall be and enure, and ſhall be conſtrued and taken to have been, and from the levying thereof to be and enure **To the only uſe and behoof** of the ſaid *H. H.* and *R. S.* their heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever. **And the ſaid** *J. D.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, *&c.* in manner and form following (that is to ſay) that he the ſaid *J. D.* now hath in himſelf good right, full power, and lawful and abſolute title and authority to grant, bargain and ſell, the ſaid fourth part and ſhare of the ſaid two ſeveral annuities or rent-charges unto the ſaid *H. H.* and *R. S.* and their heirs, according to the true intent and meaning of theſe preſents; **And** that they the ſaid *H. H.* and *R. S.* their heirs and aſſigns, ſhall and may peaceably and quietly have, hold, receive and enjoy the ſaid fourth part and ſhare of the ſaid two ſeveral annuities or rent-charge, without any lawful let, eviction, interruption or diſturbance, of or by him the ſaid *J. D.* his heirs, executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim any eſtate, right, title or intereſt in and to the ſaid fourth part and ſhare hereby granted, or intended to be hereby granted of the ſaid two ſeveral annuities or rent-charges, or either of them; **And alſo** that he the ſaid *J. D.* and his heirs, ſhall and will at the requeſt, coſts and charges of the ſaid *H. H.* and *R. S.* their heirs or aſſigns, at any time within the ſpace of ten years next enſuing the date of theſe preſents, make, do, acknowledge, levy, ſuffer, and execute, and cauſe to be made, done, *&c.* and all and every ſuch further and other lawful and reaſonable act and acts, deviſes, aſſurances and conveyances in the law whatſoever, for the farther and better conveying and aſſuring the ſaid fourth part and ſhare of the ſaid two ſeveral annuities or rent-charges unto and to the uſe of them the ſaid *H. H.* and *R. S.* their heirs and aſſigns, according to the true intent and meaning of theſe preſents, as by their or any of their counſel learned in the law, ſhall be reaſonably deviſed or required; and ſo as no perſon or perſons for doing or ſuffering thereof be compellable to travel further than the cities of London or Weſtminſter. **In Witneſs**, *&c.*

*(Newnam.)*

Legatee's marriage, and iſſue four daughters, on the releaſer's mother, under whom he claims a fourth part of the annuities.
Conſideration.
Aſſignment.
Parcels.
Habendum.
Recital of a fine levied.
Declaration of the uſes thereof.
Covenants.
Right to ſell.
Peaceable enjoyments.
Further aſſurance.

## *Aſſignment of Intereſt of Money in Satisfaction of a Debt.*

**THIS Indenture**, made, *&c.* **Between** *W. H.* of, *&c.* of the one part, and *J. H.* of, *&c.* and *R. M.* of *&c.* of the other part. **Whereas** the ſaid *W. H.* hath lately ſold the, *&c.* formerly the inheritance of *M.* his firſt wife, and mother of *G.* his daughter, married lately to *T. H.* Eſquire unto *R. N.* for the ſum of thirteen thouſand five hundred pounds. **And whereas** the ſum of forty-five thouſand pounds being the third part of the ſaid purchaſe money, is to be detained and kept in the hands of the ſaid *R. M.* until the ſaid *G.* ſhall attain her age of twenty-one years, and confirm the ſaid ſale, according as it is agreed in that behalf, paying intereſt for the ſaid ſum unto the ſaid *W. H.* after the rate of, *&c.* **And whereas** the ſaid *J. H.* by recogniſance in the nature of a ſtatute ſtaple, bearing date, *&c.* became bound unto *M. R.* and *A. K.* therein named, in the penal ſum of one thouſand five hundred

Recital of premiſes ſold.
Third part of money detained on paying intereſt to J. H.
Recognizance for 1700l.

hundred pounds, defeaſanced for the payment of ſeven hundred pounds, with intereſt at five pounds per cent. at, &c. or to ſuch effect; as by, &c. **And whereas** the ſaid *W. H.* is content, and has agreed that the intereſt of the ſaid ſum of four thouſand five hundred pounds ſhall go for or towards the payment of the ſaid debt of the ſaid *J. H.* upon the ſaid recogniſance: **Now theſe preſents witneſs**, that the ſaid *W. H.* for and in conſideration aforeſaid, and in purſuance of the ſaid intention and agreement, **hath** aſſigned, transferred, diſpoſed and ſet over, and, &c. unto the ſaid *J. H.* and *R. M.* their executors and adminiſtrators, **All** the intereſt money that ſhall be due or payable for the ſaid ſum of four thouſand five hundred pounds, until the ſaid *G.* ſhall attain her age of twenty-one years: **And the ſaid** *W. H.* for himſelf, his executors and adminiſtrators, doth hereby authorize, deſire and appoint the ſaid *R. N.* his heirs, executors and adminiſtrators, to pay all ſuch intereſt money unto the ſaid *J. H.* and *R. M.* their, &c. **And it is hereby agreed and declared**, and the ſaid *W. H.* for himſelf, &c. doth hereby agree, that the receipt or acquittance of the ſaid *J. H.* and *R. M.* their, &c. or any of them who ſhall receive any ſuch intereſt money, ſhall be a good and ſufficient diſcharge for ſuch money for the ſaid *R. M.* his, &c. to all intents and purpoſes, as if the ſaid *W. H.* his, &c. or any of them, had given ſuch receipt or acquittance: **And it is hereby further agreed and declared**, and the true intent and meaning of theſe preſents and the parties to the ſame is, that this preſent aſſignment of the ſaid intereſt money is and ſhall be upon this ſpecial truſt and confidence, that they the ſaid *J. H.* and *R. M.* their, &c. ſhall employ or apply the ſaid intereſt money which they, or any of them, ſhall receive for or towards the paying or ſatisfying the ſaid ſum of ſeven hundred pounds, and all intereſt that after the date hereof ſhall be due for the ſame. **In witneſs**, &c.

Agreement to aſſign.

Conſideration.

Aſſignment.

Appointment to pay the money.

Receipts to be good.

Money how to be applied.

( *Jones* )

## *Aſſignment of an Indenture of Leaſe to a Man and his Wife, by way of Mortgage.*

**THIS Indenture** made, &c. **Between** *W. S.* of, &c. Gent. of the one part, and *J. W.* citizen and brewer of London, and Mary his wife, of the other part. **Whereas** by indenture of leaſe, bearing date, &c. made or mentioned to be made between *J. S.* of &c. Gent. on the one part, and *R. C.* of the ſame pariſh and county, carpenter, on the other part, the ſaid *J. S.* for the conſiderations therein mentioned did ſet and to farm let, unto the ſaid *R. C.* **All that** piece or parcel of ground, being part of certain fields then in building by *R. F.* bricklayer, lying and being in the pariſhes of, &c. containing &c. **all which** ſaid premiſes are more particularly deſcribed in a plot or ſchedule thereof annexed to the ſaid indenture of leaſe, and were then lately amongſt other things demiſed and leaſed unto the ſaid *J. S.* by the ſaid *R. F.* and *W. P.* gentlemen, by indenture of leaſe bearing date, &c. for a longer term of years than is granted by the ſaid recited indenture, under the yearly rent of, &c. **Together** with all ways, priviledges, profits, commodities and appurtenances, to the ſaid demiſed premiſes belonging or in any wiſe appertaining; **To hold** the ſaid piece or parcel of ground, and all other the premiſes, with the appurtenances, unto the ſaid *R. C.* his executors, adminiſtrators, and aſſigns, for the term of, &c. commencing, &c. under the rent of, &c. for the firſt year of the ſaid term, and of the rent or ſum of, &c. for the remainder of the ſaid term, payable to the ſaid *J. S.* his executors, adminiſtrators or aſſigns, at the four moſt uſual Feaſt-days or times of payment in the year therein mentioned, by even and equal portions, as by the ſaid recited indenture of leaſe, amongſt divers other covenants, clauſes and things therein mentioned, relation being thereunto had, may more plainly and fully appear: **And whereas** the ſaid *R. C.* by indenture of leaſe bearing date, &c. for the conſideration therein mentioned, did demiſe unto *J. F.* of &c. gentleman. **All that** meſſuage or tenement, ſituate, &c. containing the ſeveral dimenſions, and abutting in ſuch manner and form as in the ſaid laſt recited indenture of leaſe, and the ground-plot thereunto annexed, are particularly mentioned and expreſſed: **To hold** the ſaid meſſuage or tenement, with the appurtenances, unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, from &c. for the term of &c. under the yearly rent of a pepper-corn only (if lawfully demanded) as in and by the ſaid laſt recited indenture of leaſe, relation being thereunto had, may more plainly appear; **which** ſaid meſſuage or tenement ſo demiſed to the ſaid *J. F.* was built upon the ſaid piece or parcel of ground by the ſaid firſt recited indenture of leaſe granted to the ſaid *R. C.* which was then deſigned and laid out to be built by the ſaid *R. C.* his under-tenants or aſſigns, into a new court then called or intended to be called, &c. leading out of, &c. into &c. **And whereas** the ſaid *R. C.* by one other indenture of leaſe bearing date, &c. for the conſiderations therein mentioned, did demiſe unto *J. T.* junior of the pariſh of, &c. pavior, and *E.* his wife, **All** that piece or parcel of ground fronting the ſaid intended court on the ſouth ſide thereof adjoining eaſt, &c. and containing the ſeveral dimenſions in the ſame indenture of leaſe, and the ground-plot thereunto annexed, particularly mentioned; **To hold** to the ſaid *J. T.* and *E.* his wife, their executors, adminiſtrators and aſſigns, from, &c. then laſt paſt, for the term of, &c. under the yearly rent of, &c. payable, &c. as by the ſaid laſt recited indenture, relation being thereunto had, may more fully appear: **And whereas** as well the ſaid recited indenture of leaſe to *R. C.* as alſo the ſaid two other recited indentures of leaſe from the ſaid *R. C.* to the ſaid *J. F.* and *J. T.* and *E.* his wife, are by good and ſufficient conveyances and aſſurances in the law fully come to and veſted in the above named *W. S.* for the reſidue of the terms by the ſaid firſt recited indenture of leaſe granted yet to come and unexpired: **Now this indenture witneſſeth**, That the ſaid *W. S.* for and in conſideration of the ſum of, &c. to him in hand paid at or before the ſealing and delivery of theſe preſents by the above named *J. W.* and *M.* his wife, the receipt whereof the ſaid *W. S.* doth hereby acknowledge, and thereof and of every part thereof doth acquit, exonerate and diſcharge the ſaid *J. W.* and *M.* his wife, their heirs, executors and adminiſtrators and every of them for ever by theſe preſents, and for other good cauſes and conſiderations him hereunto moving, **hath** granted, aſſigned, transferred, and ſet over, and by theſe preſents doth grant, aſſign, tranſer and ſet over unto the ſaid *J. W.* and *M.* his wife, as well the ſaid firſt recited indenture of leaſe, and all that piece or parcel of ground thereby letten or demiſed, or mentioned or intended to be thereby let or demiſed, and every part thereof, with the appurtenances, as alſo all thoſe other meſſuages or tenements thereupon now ſtanding, erected and built, and now or late in tha ſeveral tenures or occupations of, &c. or ſome of them, their or ſome of their under-tenants or aſ-

Recital of the indenture of leaſe.

The premiſes being a piece of ground on which houſes were building.

Habendum for a term of years.

Recital of an indenture of leaſe of one of the ſaid houſes.

The Habendum.

Recital of an indenture of leaſe of parcel of the ſaid ground.

All which indentures are lawfully veſted in the leſſor.

Covenant of aſſignment of all the premiſes.

ſigns

ſigns, being now commonly called or known by the name of, &c. and alſo other erections, edifices, and buildings, in or upon the ſaid piece or parcel of ground, or any part thereof now erected and built, with their and every of their rights, members and appurtenances, and all the eſtate, right, title, intereſt, uſe, truſt, property, profit, benefit, advantage, claim and demand whatſoever of him the ſaid *W. S.* of, in or to the ſame, or any part thereof, together with the ſaid two laſt recited indentures of leaſe, and the aſſignments thereof, and all other aſſignments, counterparts of leaſes, deeds, evidences, and writings, touching or concerning the ſame premiſes, or any part thereof; **To have and to hold** the ſaid firſt recited indenture of leaſe, and the ſaid piece or parcel of ground thereby demiſed, and the meſſuages or tenements thereupon erected and built, and all and ſingular other the premiſes herein before mentioned or intended to be hereby granted and aſſigned, and every part thereof, with their and every of their rights, members and appurtenances, unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents, for and during all the reſt and reſidue of the ſaid term of, &c. by the ſaid firſt recited indenture of leaſe granted, yet to come and unexpired. **Provided** always, and upon condition nevertheleſs, that if the ſaid *W. S.* his executors, adminiſtrators or aſſigns, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, or any of them, at or in the now dwelling-houſe of them the ſaid *J. W.* and *M.* his wife, ſituate, &c. on, &c. next enſuing the date hereof, the full and whole ſum of, &c. without any deduction, defalcation or abatement, for or in reſpect of any taxes, rates, aſſeſſments or charges, to be taxed, rated or ſet upon the ſaid premiſes, or the ſaid ſum of money, by authority of Parliament or otherwiſe, or for any other matter, cauſe or pretence whatſoever; that then and from thenceforth this preſent indenture, and the grant and aſſignment hereby made, and every article, clauſe, matter and thing herein contained, ſhall ceaſe, determine, and become abſolutely void and of none effect. **And the ſaid** *W. S.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators and aſſigns, and every of them, by theſe preſents in manner and form following, (that is to ſay) That he the ſaid *W. S.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. at the time and place above mentioned, without any deduction, defalcation or abatement as aforeſaid; **And alſo,** That the recited indenture of leaſe is a good and ſufficient leaſe, valid in the law, and is yet in being, and not forfeited, ſurrendered, or any ways determined or become void, and that he the ſaid *W. S.* hath good power and lawful authority in himſelf to aſſign and ſet over the ſame, and all other premiſes hereby granted and aſſigned, unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators and aſſigns, in manner and form aforeſaid. **And** that if default ſhall happen to be made of or in payment of the ſaid ſum of, &c. or any part thereof, at the time herein before limited for payment thereof, that then, or at any time after, it ſhall and may be lawful to and for the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, or any of them, into all and ſingular the premiſes hereby granted and aſſigned, and every part thereof to enter, and the ſame from thenceforth for and during all the reſt and reſidue of the ſaid term of, &c. which ſhall be then to come and unexpired, peaceably and quietly to hold and enjoy, and the rents, iſſues and profits thereof to have and take to his and their own proper uſe and behoof, without any manner of let, ſuit, trouble, hindrance, denial, eviction, expulſion or interruption, of or by the ſaid *W. S.* his executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons whatſoever, **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *W. S.* his heirs, executors or adminiſtrators, or ſome of them, well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all manner of former and other grants, bargains, ſales, leaſes, aſſignments, mortgages, eſtates, titles, troubles, charges and incumbrances whatſoever. **And likewiſe,** that if any default ſhall happen to be made as aforeſaid, he the ſaid *W. S.* his executors, adminiſtrators and aſſigns, and all other perſons having or lawfully claiming any eſtate or intereſt, of, in, to or out of the ſaid premiſes, or any part thereof, ſhall and will at any time after, upon the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, make and do all ſuch further acts and things, for the better and more perfect aſſuring and conveying of the ſaid premiſes herein before mentioned, and intended to be hereby granted or aſſigned, with the appurtenances, unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators and aſſigns, for all the reſidue of the ſaid term, &c. which ſhall be then to come and unexpired; **As by** the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, his, her or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. **And laſtly,** it is agreed between the ſaid parties to theſe preſents, that until ſuch default ſhall happen to be made, as aforeſaid, the ſaid *W. S.* his executors, adminiſtrators and aſſigns, ſhall and may receive and take all the rents, iſſues and profits of the premiſes, to his and their own uſe, without any account to be made or given unto the ſaid *J. W.* and *M.* his wife, their executors, adminiſtrators or aſſigns, for or concerning the ſame. **In Witneſs,** &c.

Habendum to the aſſignees for the reſidue of the term.

Proviſo that upon the aſſignor's paying a ſum of money to the aſſignee, this preſent aſſignment to be void.

Covenant for the payment of the ſaid ſum, &c.

Covenant that the hereby aſſigned indenture of leaſe is valid in the law, and that the aſſignor hath full power to aſſign, &c.

Covenant that in caſe of failure of payment, the aſſignee may enter and enjoy, &c.

And that the premiſes are free from incumbrances.

Covenant to make further aſſurances, as counſel ſhall adviſe.

Covenant that the aſſignor ſhall enjoy till default of payment.

*An Aſſignment of a Mortgage Term to Truſtees to attend the Inheritance for the Purchaſer; in which the Executors of the Aſſignee of the Mortgage, and the Widow,* Daughter and Heir of the Mortgagor join. Containing a Covenant relative to the Cuſtody of the Writings, and producing them when required to ſupport the Title.*

Parties.

THIS Indenture of four Parts, made the 10th day of May, in the nineteenth year, &c. and in the year of our Lord 1779, Between *A. A.* of, &c. Gentleman, *B. B.* of, &c. Gentleman, and *C. C.* of, &c. Yeoman, (executors named of and in the laſt will and teſtament of *D. D.* late of, &c. Yeoman, deceaſed,) of the firſt part, *E. E.* widow, formerly the wife, and afterward the widow and relict of *F. F.* late of, &c. Gentleman, (her firſt huſband, deceaſed,) *G. G.* of, &c. draper, and *H.* his wife, ſole daughter and heir of the ſaid *F. F.* and late wife of *J. J.* late of, &c. Gentleman, deceaſed, and deviſee, and reſiduary legatee in his laſt will and teſtament named, of his real and perſonal eſtate, of the ſecond part, *L. L.* of, &c. Eſquire, of the third part, and *M. M.* of, &c. Eſquire, and *N. N.* of London, Eſquire, of the fourth part.

A mortgage recited.

Whereas by indenture bearing date the firſt day of May, 1750, and made, or mentioned to be made between the ſaid *F. F.* of the one part, and *O. O.* the younger of, &c. Gentleman, of the other part, the ſaid *F. F.* for the conſiderations therein mentioned, did demiſe and grant unto the ſaid *O. O.*

Parcels.

All thoſe two cloſes of arable or paſture land called P. Cloſes, lying together in the pariſh of Q. containing by eſtimation fourteen acres and one pole, more or leſs, adjoining upon the highway leading from R. towards T. and all thoſe eleven pieces of arable land, containing together by eſtimation, &c. lying diſperſed in a common field called S. in the pariſh of Q. aforeſaid, and in the pariſh of T. in the ſaid county of Glouceſter, or one of them; And alſo all thoſe ten pieces and parcels of arable land, containing by eſtimation nine acres (more or leſs) lying diſperſed in a common field called A. in the ſaid pariſhes of Q. and T. or one of them; All which ſaid cloſes, pieces and parcels of land the ſaid *F. F.* purchaſed to him and his heirs of *B. F.* and *C. F.* And alſo all that piece and parcel of land, containing by eſtimation one acre, (more or leſs) lying and being in the ſaid common field, called S. which the ſaid *F. F.* purchaſed to him and his heirs of *D. D.* Gentleman, And alſo all that piece and parcel of land, containing by eſtimation one acre, (more or leſs) lying and being in the ſaid common field laſt mentioned, which the ſaid *F. F.* purchaſed to him and his heirs of *E. E.* Gentleman, and *F.* his wife, or by whatſoever other names the ſaid cloſes and parcels are called or known, then or then late in the tenure and occupation of the ſaid *F. F.* and of one *G. G.* their or one of their aſſigns,

General words.

With all ways, paſſages, commons, common of paſture, profits, commodities, hereditaments and appurtenances thereunto belonging,

Habendum.

and the reverſion and reverſions, remainder and remainders thereof; To hold unto the ſaid *O. O.* his executors, adminiſtrators and aſſigns, from the day of the date thereof, for the term of five hundred years, from thenceforth next enſuing, and fully to be completed and ended, Under a proviſo for making the ſame void on payment of three hundred pounds principal money, and intereſt for the ſame, at the rate of five pounds *per cent. per annum*, by the ſaid *F. F.* his heirs, executors or adminiſtrators, unto the ſaid *O. O.* his executors, adminiſtrators or aſſigns, at a day therein for that purpoſe limited, and long ſince paſt, in diſcharge of the condition of a ſurrender (bearing even date with the ſame indenture) made by the ſaid *F. F.* of a cloſe of copyhold land called H. G. containing twelve acres, more or leſs, held of the manor of I. R. in the ſaid county of Glouceſter, made for ſecuring the ſame three hundred pounds, and intereſt, as by the ſaid recited indenture, reference being thereunto had, may more fully and at large appear.

and that the money is ſtill due,

And whereas the ſaid ſum of three hundred pounds principal money, or any part thereof, was not paid at the day in the ſaid recited proviſo for that purpoſe limited, whereby the eſtate and intereſt of the ſaid *O. O.* of and in the premiſes became abſolute in law, though redeemable in equity.

and that the term was veſted in the teſtator of the three firſt parties, to ſecure a ſum, &c.

And whereas the ſaid term of five hundred years of and in the ſaid lands, hereditaments and premiſes, in and by the ſaid recited indenture demiſed as aforeſaid, did afterwards by divers good and ſufficient meſne aſſignments and conveyances in the law or otherwiſe, legally come to and veſt in the ſaid *D. D.* his executors, adminiſtrators and aſſigns, for ſecuring to him and them the payment of the ſum of five hundred pounds principal money, and intereſt for the ſame, at the rate of five pounds *per cent. per annum*, on the twenty-third day of April 17—, as by one indenture bearing date the twenty-ſecond day of May 17—, and made or mentioned to be made between the ſaid *A. A.* and *J. J.* of the one part, and the ſaid *D. D.* of the other part, and the ſeveral deeds and writings therein recited or referred to, relation being thereunto reſpectively had, may appear.

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*CASE.

*T. S.* ſeiſed in fee of lands to the value of fifty pounds *per annum*, being married, mortgages to *G.* for a term of five hundred years.

*G.* or his repreſentative aſſigns to *B.* ſubject to redemption.

*T. S.* dies, firſt deviſing his eſtate to his ſons and the ſurvivor.

*B.* aſſigns to *H.*—*H.* inſiſts on *T. S.*'s widow joining with the deviſees in the aſſignment to *H.* together with *B.* for the remainder of the term, which ſhe did accordingly, but the ſame was declared ſubject to redemption on payment of ſeven hundred pounds and intereſt.—One of *S.*'s ſons died, and the ſurvivor agrees with, and ſold to *M.*—*H.* on being paid, conveyed his intereſt, but with the directions of widow *S.*

*Q.* Is widow *S.* entitled to dower or any ſatisfaction for the ſame from the purchaſer?

*A.* I think Mrs. *S.* if ſhe could recover dower at law, could only obtain judgment, with a ceſſet execution during the term, and that as againſt *M.* the purchaſer, but cannot have aid of a court of equity, in regard that he is a purchaſer of his eſtates, and therefore he ought to be protected; and as ſhe is only entitled to dower, which is a *legal right*, I think ſhe cannot come into a court of equity for relief againſt *the vendor*, in order to recover a part of the purchaſe money, ſo that by joining in the mortgage ſhe has in effect deſtroyed her right to dower.

*R. WILBRAHAM.*

December 30, 1752.

**And whereas** the said *J. J.* and *H.* his wife, did on or about the said 22d day of May 17—, surrender the said copyhold lands called H.'s Green, and a parcel of copyhold land called K.'s Coppice, containing about three acres with their appurtenances; **To the use** of the said *D. D.* and his heirs, *subject* to a proviso and condition for making void the same, on payment to him, his executors, administrators or assigns of the said five hundred pounds and interest, on the said 23d of April 17—, but the said *D. D.* was never admitted to the said copyhold premises. **And whereas** the said sum of five hundred pounds principal money or any part thereof, was not paid at the aforesaid day and time for that purpose limited, nor at any time since, but doth yet remain due and payable, whereby the said term and estate of him the said *D. D.* of and in the said demised premises became absolute in law although redeemable in equity. **And whereas** the said *D. D.* is lately deceased, having first duly made and published his last will and testament in writing, and thereof constituted and appointed them the said *A. A. B. B.* and *C. C.* joint executors, who have since duly proved the same in the prerogative court of Canterbury, and taken on them the burthen of the execution thereof. **And whereas** there is now due and owing to them the said *A. A. B. B.* and *C. C.* as executors of the said *D. D.* for principal and interest upon the said recited mortgage, and security of the said freehold and copyhold premises, the sum of five hundred pounds. **And whereas** the said *L. L.* hath contracted and agreed with the said *E. E. G. G.* and *H.* his wife, for the absolute purchase of all the said mortgaged lands and premises (except the said two closes called P.'s closes) together with other freehold and copyhold lands and hereditaments, for the sum or price of two thousand two hundred and ninety pounds of lawful money of Great Britain, in consideration whereof the said freehold lands, hereditaments and premises so contracted for as aforesaid, are by indenture of release, bearing even date herewith (and made or mentioned to be made between the said *E. E. G. G.* and *H.* his wife, of the one part, and the said *L. L.* of the other part) granted and conveyed or mentioned to be granted and conveyed unto, and to the use of him the said *L. L.* his heirs and assigns. **And** by the same indenture the said copyhold lands and hereditaments so contracted for as aforesaid, are covenanted to be forthwith surrendered to the use of him the said *L. L.* and his heirs. **Now this Indenture witnesseth**, that for and in consideration of the sum of five hundred pounds of lawful money of Great Britain to the said *A. A. B. B.* and *C. C.* in hand paid by the said *L. L.* at or before the ensealing and delivery of these presents (by the order and direction of the said *E. E. G. G.* and *H.* his wife, testified by their being parties to, and their sealing and delivery of these presents) in full for all principal money and interest now due and owing the said mortgage, and surrender made to the said *D. D.* as aforesaid, the receipt whereof they the said *A. A. B. B.* and *C. C.* do hereby acknowledge, and thereof, and of every part thereof, do acquit, release and discharge the said *L. L.* his heirs, executors, administrators and assigns, and every of them, for ever by these presents (which said sum of five hundred pounds is part of, and included and comprised in the said sum of two thousand two hundred pounds mentioned to be the consideration money of the said indenture of release, bearing even date herewith as aforesaid.) **And** in consideration of the sum of five shillings of like money to the said *A. A. B. B.* and *C. C.* in hand paid by the said *M. M.* and *N. N.* at or before the ensealing and delivery of these presents, (the receipt whereof is hereby acknowledged) **They** the said *A. A. B. B.* and *C. C.* at the request and by the direction and appointment of the said *E. E. G. G.* and *H.* his wife, testified as aforesaid) **have**, and each and every of them **hath** bargained, sold, assigned and set over, and by these presents **Do**, and each and every of them **Doth**, (as well at the nomination and appointment of the said *L. L.* as of them the said *E. E. G. G.* and *H.* his wife) bargain, sell, assign and set over unto the said *M. M.* and *N. N.* their executors, administrators and assigns, **all and every** the said lands and hereditaments, and all other premises in and by the said first recited indenture demised and granted, or mentioned or intended so to be, with their and every of their appurtenances; **And all** the estate, right, title, trust, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, both in law and equity, of them the said *A. A. B. B.* and *C. C.* and of every or any of them, of, in, to or out of the same premises, or any of them, or any part thereof, by force or virtue of the the said indenture of demise, or the mesne assignments thereof, or the said will or executorship, or any of them, or otherwise howsoever, **Together** with the same indenture and mesne assignments; **To have and to hold** the said lands, hereditaments and premises mentioned, or intended to be hereby assigned, with their and every of their appurtenances, unto the said *M. M.* and *N. N.* their executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said term of five hundred years therein, **Upon the trusts** herein after mentioned, expressed and declared, of and concerning the same respectively; *(that is to say)* **As to, for and concerning** the said two closes called P.'s closes, containing fourteen acres and one pole, more or less, as aforesaid, with their appurtenances, **In trust** for the said *G. G.* and *H.* his wife, and the heirs and assigns of him the said *G. G.* **And** to attend, wait upon, and go along with the reversion, freehold and inheritance of the same premises, now settled upon or vested in them the said *G. G.* and *H.* his wife, and the heirs of him the said *G. G.* to the end to protect and preserve the same premises from all mesne charges and incumbrances, if any such there be; **And as to, for and concerning** all the rest and residue of the said lands, hereditaments and premises hereby or mentioned to hereby assigned as aforesaid, with their appurtenances, **In trust** for the said *L. L.* his heirs and assigns, and to be disposed of as he or they shall for that purpose direct or appoint, and in the mean time to attend, wait upon, and go along with the reversion, freehold, and inheritance of the same premises, conveyed or intended to be conveyed, (together with the said other purchased lands and hereditaments) **Unto, and to the use** of him and them as aforesasd; **To the end** to protect and preserve the same from all mesne charges and incumbrances, if any such there be. **And** each of them the said *A. A. B. B.* and *C. C.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *M. M.* and *N. N.* their executors, administrators and assigns, that he hath not at any time heretofore done, committed, or suffered any act, matter or thing whatsoever, whereby or by means whereof the said freehold or copyhold premises so mortgaged to the said *D. D.* as aforesaid, or any of them, or any part thereof, is, are, shall or may be impeached, charged or incumbered in title, charge, estate or otherwise howsoever. **And whereas** it hath been agreed by and between the said *G. G.* and *H.* his wife, and *L. L.* that all and every the deeds and writings (in the schedule hereunto annexed mentioned) which concern and relate to the title *not only* of the said hereby assigned lands, hereditaments and premises, purchased by the said *L. L.* as aforesaid, *but also* of the said P. closes should be delivered to and remain in the hands and custody of the said *L. L.* his heirs and assigns, but to be by him and them produced in manner herein after mentioned.

Surrender of copyhold by way of mortgage for the same sum recited,
and that the last money is due,
and that the testator made his executors,
to whom there is due a sum certain.
The agreement for the purchase recited,
and that by lease and release (the last of even date herewith) the lands are conveyed, and the copyhold agreed to be surrendered.
The consideration of this deed,
(being part of the money for the absolute purchase.)
The assignment to trustees for the purchaser, by the executors of the mortgagee, by appointment of the purchaser and of the venders,
Habendum,
in trust as to part for husband and wife, and heirs of the husband to attend the inheritance,
in trust as to the residue in trust for the husband's heirs, &c.
The executors covenant with the trustees that they have not incumbered, &c.
An agreement recited relating to the keeping and producing deeds in a schedule, which concern these and other lands, &c.

The covenant to produce them.

tioned. And this Indenture further witneſſeth, that in purſuance of the ſaid recited agreement, he the ſaid *L. L.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *G. G.* and *H.* his wife, and the heirs and aſſigns of the ſaid *G. G.* that he the ſaid *L. L.* his heirs or aſſigns, ſhall and will at any time or times hereafter, upon the requeſt, and at the coſts and charges of the ſaid *G. G.* and *H.* his wife, or the heirs or aſſigns of the ſaid *G. G.* (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth, at any trial or hearing in any court of law or equity, or to any counſel or counſels or otherwiſe, as occaſion ſhall be or require, All and every or any of the ſaid deeds and writings, in the ſaid ſchedule hereunto annexed mentioned, for the evidencing, maintaining and proving the title of them the ſaid *G. G.* and *H.* his wife, his heirs and aſſigns, in and to the ſaid two fields called P. cloſes, as aforeſaid, with their appurtenances. In witneſs, &c.

*(Newnam.)*

*Aſſignment of a Legacy (depending on the Determination of a Decree in Chancery, which had been aſſigned to the Aſſignees of a Commiſſion of Bankruptcy, and by them afterwards aſſigned in Truſt for the Bankrupt, upon Condition, &c.) from a Bankrupt and his Truſtee, to a Mortgagee for ſecuring four hundred and fifty Pounds and Intereſt.*

Recital.

THIS Indenture Tripartite, *&c.* Between *W. L.* of the firſt part, *E. E.* of the ſecond part, and the Honourable *C. C.* of the third part. Whereas by indenture *tripartite*, dated the twenty-ninth of November laſt, *A. B.* and *C.* (aſſignees and creditors of the ſaid *W. L.*) and the ſeveral other creditors of the ſaid *W. L.* executing the ſaid indenture, of the firſt part, the ſaid *W. L.* of the ſecond part, and the ſaid *E. E.* of the third part; whereby, after reciting therein (amongſt other things) that a commiſſion of bankrupt had been awarded againſt the ſaid *W. L.* and that he by the commiſſioners therein named had been declared a bankrupt; and that his eſtate had been aſſigned to the aſſignees, in truſt for themſelves and other the ſaid creditors; and that by two deeds of dividend therein mentioned recited, the ſaid ſeveral creditors of the ſaid *W. L.* had been out of his eſtate and effects reſpectively paid the ſum of ſix ſhillings in the pound, in part of their ſeveral debts in a ſchedule thereunder written mentioned; and that he had propoſed and agreed to pay each of them the further ſum of two ſhillings and ſixpence in the pound in full of their reſpective debts; and further reciting, that there was a cauſe then depending in the High Court of Chancery, wherein the ſaid aſſignees of the ſaid creditors were plaintiffs, and the ſaid *W. L.* and *M.* his wife, and others therein named, defendants, touching a legacy of ſix hundred pounds given by the will of *J. H.* Eſquire, to the ſaid *M. L.* and that the ſaid *M.* on the firſt of July, *&c.* appearing in the ſaid court, and being there examined, did declare ſhe was deſirous the ſaid ſix hundred pounds legacy ſhould be paid to the plaintiffs the aſſignees, to be by them diſtributed amongſt her huſband's creditors; but it being doubtful whether the ſaid court would decree the ſame to be paid to the ſaid creditors, or ſettled upon the ſaid *M.* therefore the ſaid creditors, in conſideration of the ſaid further ſum of two ſhillings and ſixpence in the pound, to be to them reſpectively paid and ſecured to be paid by the ſaid *W. L.* did agree to accept of the ſame in full of their reſpective debts; It is witneſſed, that the ſaid *W. L.* in purſuance of this agreement, Did thereby covenant to pay to each of his ſaid creditors the ſaid further ſum of two ſhillings and ſixpence in the pound, on a day therein mentioned; and that the ſame ſhould be ſecured to be to them ſo paid, in manner as therein and herein after mentioned; in conſideration whereof, and of the ſaid ſix ſhillings in the pound, ſo paid as aforeſaid, they the ſaid creditors, and every of them, agreed to accept of the ſaid further ſum of two ſhillings and ſixpence in the pound, in full diſcharge of their ſeveral debts; and that on payment thereof, to give ſuch releaſe and diſcharge for the ſame unto the ſaid *W. L.* in manner as therein alſo mentioned: And it is further witneſſed, that for ſecuring payment of the ſaid ſum of two ſhillings and ſixpence in the pound, and for other the conſiderations therein mentioned, they the aſſignees of the ſaid creditors (by and with the conſent and direction of the ſaid other creditors, and of the ſaid *W. L.* teſtified as therein mentioned) did ſell and aſſign unto the ſaid *E. E.* As well the ſaid legacy of ſix hundred pounds, as alſo all the effects, goods and chattels whatſoever then due and belonging to the eſtate of the ſaid *W. L.* which had not been got in and received by the ſaid aſſignees; To hold the ſame unto the ſaid *E. E.* his executors and aſſigns from thenceforth, together with a full power for the ſaid *E.* to receive and diſcharge the ſaid ſix hundred pounds legacy; Nevertheleſs upon the Truſts following, that is to ſay, Upon Truſt (in caſe the ſaid *W. L.* ſhould not, before the time therein mentioned, pay unto every one of his ſaid creditors, the ſaid two ſhillings and ſixpence in the pound) that then he the ſaid *E. E.* or his aſſigns, ſhould by, with and out of the hereby aſſigned premiſes (after his and their charges deducted) pay the reſidue thereof, when received, unto the aſſignees and other creditors, in manner as therein expreſſed; and in caſe he the ſaid *W. L.* ſhould, on or before the time aforeſaid, pay to his ſaid creditors the ſaid further ſum of two ſhillings and ſixpence in the pound; then upon further truſt, that he the ſaid *E. E.* ſhould aſſign the ſaid monies and premiſes unto the ſaid *W. L.* his executors and aſſigns, in manner as therein alſo expreſſed; In which *indenture is contained a proviſo*, that if the ſaid *W. L.* ſhould not pay to his ſaid creditors, the ſaid further ſum of two ſhillings and ſixpence in the pound, at the time and in manner aforeſaid, then every covenant and thing therein contained for the benefit of the ſaid *W. L.* ſhould be void; as in and by the ſaid in part recited indenture, executed by the ſaid aſſignees and other creditors, relation being thereunto had, may more fully appear: And whereas, ſince the executing of the ſaid recited indenture, he the ſaid *W. L.* hath actually paid unto the ſaid aſſignees, and other his creditors who have executed the ſame indenture, the ſaid further ſum of two ſhillings and ſixpence in the pound, amounting in the whole to the ſum of four hundred pounds and upwards, in full diſcharge of their reſpective debts, mentioned and ſet forth in the ſaid ſchedule thereunder written; by virtue whereof he the ſaid *W. L.* is now intereſted in and entitled unto the ſaid legacy of ſix hundred pounds, and all other the eſtate and effects ſo aſſigned to the ſaid *E. E.* upon the truſts aforeſaid; And whereas by an indorſement written upon the back of the ſaid recited indenture (which indorſement bears date the day next before the date hereof) they the ſaid aſſignees and other the creditors

creditors of the ſaid *W. L.* who have executed the ſaid recited indenture (in conſideration of the ſaid further ſum of two ſhillings and ſixpence in the pound, ſo to them reſpectively paid as aforeſaid; and alſo in purſuance of the within written and herein before mentioned agreement and covenant) *Have* ſeverally and reſpectively releaſed and abſolutely diſcharged the ſaid *W. L.* his executors and adminiſtrators, of and from all debts, dues and demands whatſoever from him to them reſpectively due and owing, in ſuch manner as therein mentioned; as by the ſame indorſement by them duly executed, relation being thereunto alſo had, more at large may appear: **And whereas** the ſaid ſum of four hundred pounds ſo mentioned to be paid by the ſaid *W. L.* to his creditors as aforeſaid, was the proper monies of the ſaid *C. C.* and the ſame was by him at the requeſt of the ſaid *W. L.* advanced, lent and paid for the purpoſe aforeſaid; and, previous to the lending thereof, he the ſaid *W. L.* propoſed and agreed, that the legacy of ſix hundred pounds, and all other his eſtate and effects ſo aſſigned to the ſaid *E. E.* in truſt, and now belonging to the ſaid *W. L.* as aforeſaid, ſhould be aſſigned to the ſaid *C. C.* for ſecuring repayment to him of the ſaid ſum of four hundred pounds, and of the further ſum of fifty pounds by him the ſaid *C. C.* to the ſaid *W. L.* now lent and paid (making together the ſum of four hundred and fifty pounds) together with intereſt for the ſame, in ſuch manner, and ſubject as herein is in that behalf mentioned and expreſſed; **Now this Indenture witneſſeth**, that in conſideration of the ſaid ſum of four hundred and fifty pounds by him the ſaid *C. C.* ſo lent and paid to the ſaid *W. L.* as aforeſaid, the receipt, *&c.* and alſo for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *E. E.* now paid by him the ſaid *C. C.* the receipt whereof is by him hereby acknowledged, and for ſecuring repayment of the ſaid ſeveral ſums of four hundred pounds and fifty pounds (making together the aforeſaid ſum of four hundred and fifty pounds, and of the intereſt thereof) he the ſaid *E. E.* at the ſpecial inſtance and requeſt, and by the direction and appointment of the ſaid *W. L.* teſtified by his being a party to and executing of theſe preſents) and alſo he the ſaid *W. L.* (in purſuance of ſaid agreement) **Have** and each of them **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Do** and each of them **Doth**, *&c.* unto the ſaid *C. C.* **As well** the ſaid legacy or ſum of ſix hundred pounds, **As alſo** all the debts, effects, goods, chattels, and all other the eſtate and premiſes, which in and by the ſaid in part recited indenture were by the ſaid aſſignees aſſigned to the ſaid *E. E.* upon the truſts aforeſaid; **And** all the right, intereſt, property, truſt, benefit, advantage, claim and demand whatſoever, both at law and in equity, of them the ſaid *E. E.* and *W. L.* or of either of them, of, in, to or out of the ſaid hereby aſſigned legacy of ſix hundred pounds, and other the premiſes by virtue of the ſaid recited indenture, or otherwiſe howſoever; **Together** with the ſame indenture, and together alſo with all benefit and advantage whatſoever to be had or made, by virtue of any decree to be made, had or obtained, in or by the ſaid Court of Chancery, touching the ſaid legacy of ſix hundred pounds; **To have, hold**, receive, take and enjoy the ſaid legacy of ſix hundred pounds, and all and ſingular other, the herein before mentioned and intended to be hereby aſſigned premiſes, unto and to and for the only uſe and benefit of the ſaid *C. C.* his executors, adminiſtrators and aſſigns, from henceforth, as and for his and their own proper monies, goods and chattels, for evermore, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as they the ſaid *E. E.* and *W. L.* or either of them, their or either of their executors or adminiſtrators, may, can, might, could or ought to have had, held, received or enjoyed the ſame, in caſe theſe preſents had not been made (ſubject nevertheleſs to the proviſo herein after contained,) *viz.* **Provided always** and upon this condition, that if the ſaid *W. L.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C. C.* his, *&c.* the ſaid ſum of four hundred and fifty pounds of, *&c.* together with lawful intereſt for the ſame, on the twelfth day of February now next enſuing the date hereof, without any deduction for taxes parliamentary, or otherwiſe howſoever, then and from thenceforth the aſſignment hereby made, and every thing herein contained, ſhall be void and of no effect; that then he the ſaid *C. C.* his executors or aſſigns, ſhall, at the requeſt and charge of the ſaid *W. L.* his executors, adminiſtrators or aſſigns, aſſign all and ſingular the ſaid hereby aſſigned premiſes, unto the ſaid *W. L.* his executors, adminiſtrators and aſſigns, or as he or they ſhall direct or appoint; any thing, *&c.* **And the ſaid** *W. L.* for himſelf, his executors or adminiſtrators, doth hereby covenant with the ſaid *C. C.* his, *&c.* that he the ſaid *W. L.* his, *&c.* ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *C. C.* his, *&c.* the ſaid ſum of four hundred and fifty pounds, together with lawful intereſt for the ſame on the day herein before mentioned and limited for payment thereof, without any deduction whatſoever in diſcharge of the laſt mentioned proviſo, and according to the true intent and meaning thereof and of theſe preſents. **And laſtly**, the ſaid *E. E.* (*Truſtee covenants that he has done no act*, &c.) **In Witneſs**, *&c.*

As to the monies being the proper monies of mortgagee, and that, before lending thereof, mortgagor propoſed the 600l. ſhould (inter alia) be aſſigned as a ſecurity for repayment thereof.

Conſiderations.

Aſſignment.

Habendum.

Proviſo.

Covenant to pay the monies.

*An Aſſignment of an Annuity granted by way of Mortgage, and a Judgment given for the better ſecuring thereof by a Truſtee, and a Confirmation thereof by an Executor, another Truſtee, in Truſt for better ſecuring a Sum of Money lent on a Mortgage.*

**THIS Indenture of five Parts**, made, *&c.* **Between** *A. B.* of, *&c.* of the firſt part, *C. D.* of, *&c.* the only acting executor of the laſt will and teſtament of *D. B.* late of, *&c.* deceaſed, of the ſecond part, *E. F.* of, *&c.* of the third part, *G. H.* of, *&c.* of the fourth part, and *J. K.* of, *&c.* of the fifth part. **Whereas** by indenture bearing date, *&c.* and made or mentioned to be made between the ſaid *J. K.* of the one part, and the ſaid *A. B.* by the name of, *&c.* of the other part, for the conſideration of one thouſand one hundred pounds therein mentioned to be paid by the ſaid *A. B.* to the ſaid *J. K.* he the ſaid *J. K.* did give and grant unto the ſaid *A. B.* his, *&c.* one annuity or yearly rent of two hundred pounds of, *&c.* iſſuing and going out of **All thoſe** meſſuages, *&c.* of him the ſaid *J. K.* ſituate, *&c.* and out of all other the meſſuages, *&c.* whatſoever of him the ſaid *J. K.* in, *&c.* *To have*, hold and receive the ſaid annuity or yearly rent of two hundred pounds, free, *&c.* unto the ſaid *A. B.* his, *&c.* for and during the term of ninety-nine years from thenceforth, *&c.* if the ſaid *J. K.* and *A. B.* do and ſhall jointly ſo long live, to be paid by equal quarterly payments, that is to ſay, at, *&c.* at or in the common dining-hall of the Inner-Temple, London; the firſt payment thereof to begin and to be made

Recital of the grant of the annuity by way of mortgage.

Parcels.

made at the ſaid feaſt of, &c. next enſuing the date thereof; and if it ſhould happen that the ſaid annuity or yearly rent of two hundred pounds to be behind, &c. *(Clauſe of diſtreſs)* in which indenture is contained a proviſo, that in caſe the ſaid *J. K.* ſhould at any time after one year from the date thereof be minded or deſirous to determine and make void the ſaid term, and ſhould give ſix months notice in writing to the ſaid *A. B.* that then and in ſuch caſe, on repayment of the ſaid one thouſand one hundred pounds and diſcharging the arrears of the ſaid annuity, and the ſaid annuity, unto the then next quarter-day, unto the ſaid *A. B.* or his aſſigns, the ſaid term of ninety-nine years ſhould ceaſe and be void, as by, &c. relation, &c. **And whereas** the ſaid ſum of one thouſand one hundred pounds, ſo as aforeſaid paid to the ſaid *J. K.* was the proper money of the ſaid *D. B.* and the name of the ſaid *A. B.* was uſed in the ſame indenture only, in truſt for the ſaid *D. B.* **And whereas** the ſaid *D. B.* is ſince dead, having firſt made and duly publiſhed his laſt will and teſtament, and appointed *L. M.* and the ſaid *C. D.* executors thereof, which ſaid *C. D.* has alone proved the ſaid will, and taken upon himſelf the burden and execution thereof: **And whereas** the ſaid *J. K.* did in —— term in the ſaid year of our Lord —— confeſs or ſuffer judgment to the ſaid *A. B.* in his Majeſty's Court of —— for two thouſand pounds debt, beſides coſts of ſuit, which is defeaſanced to be for the better ſecuring the payment of the annuity or yearly rent of two hundred pounds. **Now this Indenture witneſſeth**, That for and in conſideration of the ſum of one thouſand four hundred pounds two ſhillings and two-pence, being in full of all arrears of the ſaid annuity, and of the ſaid one thouſand one hundred pounds, and intereſt by the ſaid *G. H.* and of five ſhillings by the ſaid *E. F.* to the ſaid *C. D.* and of five ſhillings a-piece by the ſaid *E. F.* and *G. H.* to the ſaid *A. B.* at, &c. the receipt of which ſaid ſeveral ſums of one thouſand four hundred pounds two ſhillings and two-pence, five ſhillings, five ſhillings and five ſhillings they the ſaid *C. D.* and *A. B.* do hereby reſpectively acknowledge, and thereof, &c. the ſaid *G. H.* and *E. F.* their &c. he the ſaid *A. B.* by the ſpecial order and direction of the ſaid *G. H.* and by the conſent and approbation of the ſaid *C. D.* and the ſaid *J. K.* teſtified, &c. **Hath** aſſigned, transferred and ſet over, given and granted, and by theſe preſents **Doth** aſſign, &c. unto the ſaid *E. F.* his, &c. the ſaid annuity or yearly rent of two hundred pounds, of, &c. iſſuing and going, and to be iſſuing and going out of all the meſſuages, &c. in the above recited indenture of grant mentioned, together with the ſaid recited indenture, and all the benefit and advantage thereof, or which can or may be made thereof; and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid *A. B.* of, in, to and out of the ſame, together with the ſaid judgment, and all money thereon due and recoverable, and all the benefit and advantage that can or may be made thereof, with full power to ſue for and recover the ſame: **And** the ſaid *C. D.* doth hereby ratify and confirm unto the ſaid *E. F.* his, &c. the ſaid annuity or yearly rent of two hundred pounds, &c. and alſo the ſaid deed or grant herein above recited, and all the benefit thereof; **To have and to hold**, receive, perceive and take the ſaid annuity or yearly rent of two hundred pounds, free and clear of and from all and all manner of taxes, charges, impoſitions and deductions whatſoever, impoſed or to be impoſed by authority of parliament, or otherwiſe howſoever, unto the ſaid *E. F.* his, &c. together with the ſaid judgment and benefit thereof; **In truſt nevertheleſs** for the ſaid *G. H.* his, &c. **And** the better to ſecure the payment of the ſum of eight thouſand pounds and intereſt, advanced by the ſaid *G. H.* to the ſaid *J. K.* upon a deed of mortgage of the ſaid premiſes, bearing even date with theſe preſents, and made between the ſaid *J. K.* and *L.* his wife of the one part, and the ſaid *G. H.* of the other part; **And** the ſaid *A. B.* for himſelf, his, &c. *(Covenant that no act is done to incumber.)* **In Witneſs**, &c.

Proviſo to make the annuity void on repayment of the conſideration money. The money paid for granting the annuity was the money of D. B. who is dead.

That a judgment is confeſſed for better ſecuring the ſaid annuity.

Grant.

Power to ſue.

Confirmation.

Habendum.

In truſt.

*(Wood.)*

## *An Aſſignment of a Bond as a Security for a Debt.*

**TO all to whom** theſe preſents ſhall come, *B. R.* of, &c. ſendeth greeting: **Whereas**, the ſaid *B. R.* hath taken up and borrowed of *B. N.* of, &c. Eſquire, the ſum of twenty-five pounds; **And whereas** *J. H.* Eſquire, ſon and heir apparent of *B. H.* of the pariſh of St. J. W. in the county of W. Eſquire, together with *C. H.* gentleman, his brother, in and by one bond or obligation, bearing date the 16th day of July, which was in the year of our Lord, &c. are and ſtand jointly and ſeverally bound unto the ſaid *B. R.* in the penal ſum of fifty pounds of lawful money of Great Britain, conditioned for the true payment of twenty-five pounds, with lawful intereſt for the ſame, on the firſt day of February then next enſuing, as in and by the ſaid recited obligation and condition, reference being thereunto had, may more fully appear: **Now know ye**, That the ſaid *B. R.* in conſideration of the ſaid ſum of twenty-five pounds ſo borrowed as aforeſaid; and for the better ſecuring the repayment of the ſame, as herein after is mentioned, unto the ſaid *B. N.* his executors, adminiſtrators or aſſigns, hath granted, aſſigned and ſet over, and by theſe preſents doth grant, aſſign and ſet over unto the ſaid *B. N.* his executors, adminiſtrators and aſſigns, the ſaid recited bond or obligation, and all and every ſum or ſums of money thereupon due, and to become due, and all his right, title, intereſt, property, claim and demand, of, in and to the ſame; **To have, hold**, perceive, receive, take and enjoy the ſaid monies thereupon due, and which ſhall become due, and all the benefit and advantage thereof and therein, unto the ſaid *B. N.* his executors, adminiſtrators and aſſigns, to his and their own uſe and behoof; **And the ſaid** *B. R.* for himſelf, his heirs, executors and adminiſtrators, covenants, promiſes and grants, to and with the ſaid *B. N.* his executors, adminiſtrators and aſſigns, by theſe preſents, That he the ſaid *B. R.* his executors or adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid, unto the ſaid *B. N.* his executors, adminiſtrators or aſſigns, the ſaid ſum of twenty-five pounds at, or upon the firſt day of July next enſuing the date of theſe preſents, without any deduction, defalcation, or abatement of or for any manner of taxes, charges, aſſeſſments, or impoſitions already taxed, charged, aſſeſſed, or impoſed, or hereafter to be taxed, charged, aſſeſſed or impoſed by authority of parliament, or by any other power or authority whatſoever. **In Witneſs**, &c.

Recital of Bond

Aſſignment.

Covenant

to pay money.

*Aſſignment*

*Aſſignment of a Decree and a Judgment, to protect a Purchaſer againſt meſne Incumbrances, to two Truſtees, one of them for the Purchaſer, and the other for the Aſſignor.*

THIS Indenture made, &c. Between *P. W.* of, &c. ſon and heir of *P. W.* late, &c. deceaſed, of the firſt part, *J. W.* of, &c. of the ſecond part, *T. F.* of, &c. of the third part, *M. A.* of, &c. of the fourth part, *P. M.* of, &c. of the fifth part, and *S. W.* of, &c. and *W. E.* of, &c. of the ſixth part. Whereas in or about the month of July in the year of our Lord 1741, the ſaid *P. W.* deceaſed, was by virtue of a commiſſion of lunacy awarded out of the High Court of Chancery found a lunatick, and thereupon the cuſtody of his perſon and the management of his eſtate was by the ſaid Court committed to *T. B.* of, &c. And whereas in certain cauſes in the ſaid Court of Chancery between *S. B.* widow and adminiſtratrix of the ſaid *T. B.* deceaſed, plaintiff, the ſaid *P. W.* party to theſe preſents, by the name of *P. W.* an infant, by his guardians *M. D.* and *M.* his wife, *F. F.* executor of the laſt will and teſtament of *J. D.* and others, defendants, and between the ſaid *M. D.* adminiſtrator of the ſaid *P. W.* deceaſed, and the ſaid *P. W.* party to theſe preſents, by his next friend, plaintiffs, and the ſaid *S. B.* and *R. H.* defendants, it was by the then Lord Keeper, on or about the 25th of January in the 12th year of the reign of his late Majeſty King George II. ordered and decreed (amongſt other things) that the two accounts of monies due to the ſaid plaintiff *B.* therein mentioned, brought and ſtated before the maſter, do ſtand confirmed, with liberty to the ſaid defendant *D.* to falſify or ſurcharge the ſame, and that the ſaid plaintiff *B.* was to account for the rents and profits that ſhe had or ſhould receive out of the eſtates of the ſaid *P. W.* deceaſed; and alſo that the ſaid maſter ſhould examine and ſee what the ſaid *J. B.* paid in taking in any of the judgments in the pleadings of the ſaid cauſes mentioned, and what upon the account ſhould be found due to the ſaid *B.* *It was decreed*, that the ſame ſhould be paid to her out of the ſaid *P. W.*'s eſtate; And it was further ordered, that the maſter ſhould compute the principal money and intereſt due on the mortgage to the ſaid *F. H.* of a leaſehold eſtate, called the manor of B. held from the College of Eaton, and what ſhould be found due, the ſame is decreed to be paid him out of the ſaid mortgaged premiſes, and for that purpoſe the ſame was decreed to be ſold to the beſt purchaſer; and after the ſaid defendant *F.* ſhould be paid his principal, intereſt and coſts, then the remainder of the money raiſed by ſuch ſale of the mortgaged premiſes was to be applied towards the diſcharge of what ſhould be found due to the ſaid *P. B.* And whereas upon re-hearing of the ſaid cauſes the 19th of November, which was in the eighth year of his preſent Majeſty, it was (*int' al'*) ordered and decreed, that the ſaid plaintiff *B.* ſhould have intereſt for what was due to her upon the two accounts therein mentioned, and that the part of the ſaid decree, directing the ſale of the mortgaged premiſes be amended and made abſolute, unleſs the ſaid defendant *P. W.* ſhould think fit to redeem the ſame, as the maſter ſhould appoint: And whereas *R. G.* gentleman, did in Michaelmas term in the fourth year of the reign of his late Majeſty King George the ſecond, obtain one judgment in the Court of Common Pleas at Weſtminſter againſt the ſaid *P. W.* deceaſed, for three hundred pounds in an action of debt upon bond, and for forty pounds coſts of ſuit: And whereas by indenture bearing date the 27th of July 1731, made between the ſaid *R. G.* of the one part, and the ſaid *T. B.* deceaſed, of the other part, he the ſaid *R. G.* in conſideration of one hundred and ſeventy-two pounds twelve ſhillings to him paid, did aſſign and ſet over unto the ſaid *T. B.* the ſaid judgment and bond, and all ſum and ſums of money that might be obtained and gotten by reaſon thereof, and all the right, title and intereſt of him the ſaid *R. G.* of, in and to the ſame: And whereas, &c. (*Recites ſeveral other judgments obtained by ſeveral perſons againſt* P. W. *deceaſed, ſome whereof are aſſigned to the ſaid* T. B. *and ſome to* J. *in truſt for the ſaid* B. W. *party*, &c.) And whereas the ſaid *M.* in H. term, which was in the year of our Lord 17—, in the Court of King's Bench, Weſtminſter, againſt the ſaid *P. W.* party, &c. obtained a judgment for the ſum of four thouſand pounds in debt, and ſixty-three ſhillings coſts of ſuit: And whereas the ſame judgment was obtained by him the ſaid *M. A.* for ſecurity of payment to him of the ſum of two thouſand pounds and intereſt, which he had paid and lent to the ſaid *P. W.* party, &c. And whereas the ſame *P. W.* hath now agreed to pay to the ſaid *M. A.* the ſum of ——— in part of the ſaid ſum of two thouſand pounds and intereſt: And whereas by indenture bearing date the 18th day of March 17—, made between the ſaid *S. B.* of the firſt part, the ſaid *P. W.* party, &c. by the name of, &c. of the ſecond part, and *H. T.* of, &c. of the third part; (reciting the ſaid ſeveral decrees and the ſaid ſeveral judgments aſſigned to the ſaid *T. B.* deceaſed: And that there was due and owing to the ſaid *S. B.* from the eſtate of the ſaid *P. W.* deceaſed, or the ſaid *P. W.* party hereto, a conſiderable ſum of money, amounting to upwards of two thouſand pounds; And that for determining all ſuits and differences depending between the ſaid *S. B.* and the ſaid *P. W.* party hereto, ſhe did agree to accept of the ſum of one thouſand ſix hundred and ninety pounds twelve ſhillings, in full of all ſum and ſums of money due and payable to her from the ſaid *P. W.* the father and ſon, by virtue of the ſaid decrees or otherwiſe; And that the ſaid *H. T.* had purchaſed the ſaid leaſehold eſtate, held of Eaton College, for the ſum of two thouſand one hundred and ſixty pounds; And that one thouſand three hundred and thirty-ſeven pounds fifteen ſhillings part thereof, had then been paid to her the ſaid *S. B.* in part of the ſaid one thouſand ſix hundred and ninety pounds twelve ſhillings, and the reſidue thereof had been paid in diſcharge of incumbrances which affected the ſaid leaſehold eſtate, and the ſame eſtate was aſſigned by indenture of the date thereof, to the ſaid *H. T.* for the remainder of a term of years therein) The ſaid *S. B.* in conſideration of the further ſum of three hundred and fifty-two pounds ſeventeen ſhillings, which together with the ſaid ſum of one thouſand three hundred and thirty-ſeven pounds fifteen ſhillings ſo as aforeſaid paid her, made up the aforeſaid ſum of one thouſand ſix hundred and ninety pounds twelve ſhillings, and was in full of all ſum or ſums of money due or payable to her the ſaid *T. B.* deceaſed, from the ſaid *P. W.* the father and ſon, or their eſtate, by virtue of the ſaid recited commiſſion of lunacy, decrees and judgments, or otherwiſe, Did bargain, ſell and aſſign to the ſaid *H. T.* All and every the ſaid recited decrees and judgments, and all ſum and ſums of money thereby reſpectively to her due or payable, and alſo all and every meſſuages, lands, tenements and hereditaments, eſtate and eſtates, ſums of money, matters and things which the ſaid *T. B.* or *S. B.* were any ways intitled to by virtue of the ſaid recited decrees, commiſſion of lunacy and judgments aforeſaid, and alſo all the eſtate, right, title and intereſt of her the ſaid *S. B.* of, in or to the ſame, to hold to the ſaid *H. T.* his executors,

Recital of a commiſſion of lunacy.

Of cauſes in Chancery.

Decretal order thereon,

with reference to a Maſter.

Recital of a rehearing.

Recital of a judgment.

Of the aſſignment hereof

Judgment.

Recital of the aſſignment of judgment, &c. to Mr. T. by way of mortgage.

cutors, adminiſtrators and aſſigns, from thenceforth for ever, *Under a proviſo* or condition for redemption therein contained on payment to the ſaid *H. T.* of the ſum of three hundred and fifty-two pounds fifteen ſhillings, with intereſt, on the day therein mentioned and long ſince paſt: **And whereas** the ſaid *H. T.* by writing under his hand and ſeal bearing date the third day of March laſt paſt, before the date hereof, indorſed on the back of the ſaid laſt recited indenture, in conſideration of the ſum of three hundred and ſixty-nine pounds and nine-pence to him paid by the ſaid *J. W.* in full of the principal and intereſt due to him upon the ſaid recited mortgage, **Did** bargain, ſell and aſſign to the ſaid *J. W.* all and every the ſaid ſeveral decrees, judgments and other matters and things as aforeſaid to him aſſigned, to hold to him the ſaid *J. W.* his executors, adminiſtrators and aſſigns, from thenceforth for ever, ſubject to the equity of redemption of the ſaid *P. W.* party, *&c.* as by the ſaid ſeveral recited decrees, judgments and indentures, relation being thereunto reſpectively had, more plainly may appear: **And whereas** there is due for principal and intereſt to the ſaid *J. W.* on the day of the date hereof, the ſum of ———; **And whereas** the ſaid *P. M.* hath agreed for the abſolute purchaſe to him and his heirs of *P. W.* party to theſe preſents, of the ſeveral meſſuages, lands and hereditaments, lying in, *&c.* ſubject to the ſaid recited judgments, which are agreed, together with the ſaid recited decrees, and all benefit hereof, ſhall be aſſigned to the ſaid *S. W.* and *W. E.* in truſt for the ſaid *P. M.* and *P. W.* party, *&c.* to the intent to protect and defend as well the ſaid meſſuages and lands of the ſaid *P. M.* as alſo other the meſſuages, lands and hereditaments of the ſaid *P. W.* party, *&c.* of and from any other meſne incumbrances: **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of ——— of, *&c.* to the ſaid *J. W.* and alſo the ſaid ſum of ——— of like money to the ſaid *M. A.* in hand, at or before the ſealing and delivery of theſe preſents, ſeverally paid by the ſaid *P. M.* (by the direction and appointment of the ſaid *P. W.* party, *&c.* teſtified, *&c.* the receipts whereof they the ſaid *J. W.* and *M. A.* do hereby reſpectively acknowledge, which ſaid ſums of ——— and ——— were part of the ſum of three thouſand four hundred and fifty pounds, the conſideration of one indenture of releaſe of ſix parts, bearing even date with theſe preſents, made between, *&c.* purporting a grant and releaſe of the ſaid meſſuages, lands and hereditaments, lying in —— aforeſaid, to the ſaid *P. M.* and *P. W.* and their heirs, in truſt for the ſaid *P. M.* and his heirs) and alſo in conſideration of the ſum of five ſhillings a-piece of, *&c.* to the ſaid *T. H.* and *J. W.* in hand, *&c.* ſeverally paid by the ſaid *S. W.* and *W. E.* the ſeveral receipts whereof they do hereby acknowledge, they the ſaid *T. H.* and *J. W.* (by the direction and appointment of the ſaid *P. W.* and the ſaid *P. M.* teſtified by their being parties to and ſigning and ſealing of theſe preſents) **have** and each of them **hath** bargained, ſold, transferred and aſſigned, and by, *&c.* unto the ſaid *S. W.* and *W. E.* their executors, adminiſtrators and aſſigns, **All** and every the ſaid ſeveral recited decrees and judgments, and all and every ſum and ſums of money that now are or at any time hereafter ſhall be reſpectively thereon due, payable or recoverable, and alſo all and every the meſſuages, lands and hereditaments, and other matters and things to which the ſaid *S. B.* was any ways entitled by virtue of the ſaid decrees, and which ſhe, as aforeſaid, aſſigned to the ſaid *H. T.* and alſo all the eſtate, right, title, intereſt, claim and demand whatſoever, both in law and equity, of them the ſaid *T. H.* and *J. W.* of, in or to the ſame premiſes, or any part thereof; **To have and to hold** the ſaid ſeveral decrees, judgments, ſum and ſums of money, meſſuages, lands and other the aſſigned premiſes, unto the ſaid *S. W.* and *W. E.* their executors, adminiſtrators and aſſigns, from henceforth for ever, **To** and upon the ſeveral truſts, intents and purpoſes herein after mentioned, limited and declared, that is to ſay, **In Truſt** that the ſaid ſeveral decrees, judgments, and other matters and things hereby aſſigned, ſhall be and remain in the ſaid *S. W.* and *W. E.* their executors, adminiſtrators and aſſigns, to the intent to defend and protect, **As well** all and every the ſaid meſſuages, lands, tenements and hereditaments, lying in the ſaid pariſhes of ——— ſo, as aforeſaid, ſold and conveyed to the ſaid *P. M.* and *P. W.* and their heirs, in truſt as aforeſaid; **As alſo** all other the lands, tenements and hereditaments, which the ſaid *P. W.* party, *&c.* or any other perſon or perſons in truſt for him, are or ſtand ſeiſed of an eſtate of inheritance in fee-ſimple, which he hath and claims by virtue of the laſt will and teſtament of the ſaid *P. W.* his father, deceaſed, or otherwiſe by deſcent as heir at law to him, of and from all and every other judgments, ſtatutes, mortgages or other meſne incumbrances; **And alſo** that the ſame judgments and decrees, or any proceedings thereon, ſhall not at any time hereafter diſturb, charge or incumber any of the ſaid meſſuages, lands and hereditaments of the ſaid *P. M.* and *P. W.* party, *&c.* otherwiſe than by extending the ſame for conformity; and in caſe of ſuch extent for conformity, the ſame to be, **As** for and concerning the ſaid meſſuages, lands and hereditaments, in the pariſhes of ——— aforeſaid, **In Truſt** for the ſaid *P. M.* his heirs and aſſigns; **And as** for and concerning all other lands and hereditaments now belonging to the ſaid *P. W.* party, *&c.* as aforeſaid, in truſt for him the ſame *P. W.* his heirs and aſſigns; and alſo **Upon Truſt** that they the ſaid *S. W.* and *W. E.* their executors, adminiſtrators and aſſigns, ſhall at all times hereafter permit and ſuffer the ſaid *P. M.* his heirs and aſſigns, and the ſaid *P. W.* party, *&c.* his heirs and aſſigns reſpectively, to make uſe of the ſaid judgments and decrees in any court or courts of law or equity, to protect and indemnify the aforeſaid meſſuages, lands and hereditaments of them the ſaid *P. M.* and *P. W.* party, *&c.* reſpectively, of, from and againſt any ſuch judgments, mortgages or other meſne incumbrances, which might otherwiſe charge or incumber the ſame. **And the ſaid** *P. W.* for himſelf, *&c.* doth covenant, promiſe and agree to and with the ſaid *S. W.* and *W. E.* their heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *P. W.* hath not at any time or times heretofore made, done, committed or willingly ſuffered any former or other aſſignment, releaſe, act, matter or thing, whereby the ſaid judgments, mortgages, decrees and other the hereby aſſigned premiſes, or any of them, are or is vacated or diſcharged, or, are, is or ſhall be impeached, charged or incumbered, in title, eſtate or otherwiſe howſoever; and the ſaid *T. F.* doth, *&c.* (*The like covenant, only leaving out the words* mortgages, decrees and other the hereby aſſigned:) **And this Indenture further witneſſeth**, that for and in conſideration of the ſaid ſum of ———, ſo, as aforeſaid, paid him by the ſaid *P. M.* and for other the conſiderations aforeſaid, doth covenant, agree and declare, to and with the ſaid *P. M.* his heirs and aſſigns, in manner as follows, *viz.* That the ſaid judgment recovered by the ſaid *M. A.* ſhall, as far as the ſame affects or concerns the ſaid meſſuages, lands and hereditaments in ——— aforeſaid, be and remain in the ſaid *M. A.* his executors and adminiſtrators, for the better ſecuring and protecting the ſame, and the purchaſe thereof, to and for the benefit of the ſaid *P. M.* his heirs and aſſigns, from meſne incumbrances, and may, at the coſts and charges of the ſaid *P. M.* his heirs and aſſigns, made uſe of accordingly, and that the ſaid meſſuages,

Aſſignment thereof to J. W.

Recital of Mr. M.'s purchaſe.

Conſideration.

Aſſignment.

Habendum.

Truſts.

Covenant. Done no act to incumber.

Mr. A.'s covenant and declaration touching his judgment.

ſuages, lands and hereditaments in ——— aforeſaid, ſhall not be extended by or upon the ſame judgment, otherwiſe than for conformity only; and in caſe of any ſuch extent, the ſame as to the meſſuages, lands and hereditaments in ——— aforeſaid, ſhall be in truſt for, and for the benefit of the ſaid *P. M.* his heirs and aſſigns. **In Witneſs**, &c.

I approve of this draught,

*J. Ward.*

I approve of this draught if theſe are all the incumbrances that are upon the eſtate,

*Gilb. Horſeman.*

*An Aſſignment of a Leaſehold by a Father to a Son, in Conſideration of natural Love, by a Deed Poll indorſed upon a Deed of Aſſignment thereof to the Father.*

**To all to whom** theſe preſents ſhall come, I the within named *Abel Aland ſend greeting*. **Know ye**, That I the ſaid *Abel Aland* for and in conſideration of the natural love and affection which I have and bear unto my ſon *Benjamin Aland* of Fleet-ſtreet, London, Gentleman, and towards his better advancement and preferment; **And** for and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to me in hand paid by my ſaid ſon at and before the ſealing and delivery of theſe preſents, (the receipt whereof I do hereby acknowledge,) **Have** granted, bargained, ſold, aſſigned, transferred and ſet over, and **Do** hereby abſolutely grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Benjamin Aland* my ſon, his executors, adminiſtrators and aſſigns, **All and every** the meſſuages or tenements, yards, cellars, ſollars, rooms, and other the premiſes within aſſigned, releaſed, ratified and confirmed, or mentioned or intended ſo to be, with their and every of their rights, members and appurtenances; **And alſo** all my eſtate, right, title, intereſt, benefit of renewal, term of years yet to come and unexpired, property, claim and demand whatſoever, both at law and in equity, of, in, to, or out of the ſame meſſuages and premiſes, every or any part thereof, by force or virtue of the within written and within recited indentures, or any of them, or otherwiſe howſoever, together with the ſame indentures; **To have and to hold** the ſaid meſſuages or tenements, yard, and all and ſingular other the premiſes hereby, or mentioned to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *Benjamin Aland* my ſon, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the within mentioned term of forty-one years therein, **Subject nevertheleſs** to the rent and covenants in the within recited indenture of leaſe reſerved and contained, and which from henceforth on the tenant's or leſſee's part are to be paid, done and performed. **And** I the ſaid *Abel Aland* do hereby for myſelf, my heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Benjamin Aland* my ſon, his executors, adminiſtrators and aſſigns, that I, my executors or adminiſtrators ſhall and will at any time hereafter, during the continuance of the ſaid hereby aſſigned term, at the requeſt, coſts and charges of my ſaid ſon, his executors, adminiſtrators or aſſigns, make, do, and execute any further reaſonable act, deed or thing whatſoever, for the further, better, and more abſolute aſſigning and aſſuring the ſaid meſſuages or tenements and premiſes, with their appurtenances, unto my ſaid ſon, his executors, adminiſtrators or aſſigns, or as he or they ſhall appoint, for all the then reſidue of the ſaid term of forty-one years therein, ſubject as aforeſaid. **In Witneſs**, &c.

*(Horſeman.)*

Conſideration.
Aſſignment.
Premiſes.
Habendum.
ſubject to rents and covenants.
Covenant to make further aſſurances.

*Aſſignment of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent and paid for carrying on and defending a Cauſe in Chancery*, &c.

**This Indenture**, &c. **Between** *E. M.* late of, *&c.* of the one part, and *G. H.* of the Middle Temple, London, Gentleman, of the other part. **Whereas** *R. M.* of, *&c.* father of the ſaid *E.* made his laſt will, *&c.* bearing date, *&c.* and thereby directed his lands and perſonal eſtate to be diſpoſed of amongſt his three children, *viz. R. M.* the ſaid *E. M.* and *M. M.* the ſon and daughters of the ſaid *R.* and directed two hundred pounds to be paid thereout to the ſaid *E. M.* **And whereas** the ſaid *E. M.* for the ſpace of eighteen months laſt paſt, hath been provided with meat, drink and apparel, at the proper charge and expence of the ſaid *G. H.* **And whereas** there is now due and owing to the ſaid *G. H.* from her the ſaid *E. M.* on that particular account, and for money lent unto her the ſaid *E. M.* by the ſaid *G. H.* the ſum of twenty-ſeven pounds ten ſhillings of, *&c.* excluſive of the ſeveral ſums due to him the ſaid *G. H.* from her the ſaid *E.* for his fees and diſburſements, on his application in and about the recovery of the ſaid ſum of two hundred pounds, and in and about a ſuit commenced in the High Court of Chancery againſt the ſaid *R. M.* and others concerning the ſaid two hundred pounds. **And whereas** the ſaid *E. M.* hath retained the ſaid *G. H.* as her ſolicitor in the ſaid High Court of Chancery, to proſecute the ſaid ſuit, and procure the payment of the ſaid two hundred pounds. **Now this Indenture witneſſeth**, That the ſaid *E. M.* for and in conſideration of the ſaid ſum of twenty-ſeven pounds ten ſhillings, and in conſideration alſo of the ſum of five ſhillings of, *&c.* to her, *&c.* by, *&c.* at, *&c.* the receipt, *&c.* **hath** bargained, ſold, aſſigned and ſet over, and by, *&c.* **Doth**, *&c.* unto the ſaid *G. H.* his executors, adminiſtrators and aſſigns, **All** and ſingular the aforeſaid legacy and ſum of two hundred pounds, ſo as aforeſaid bequeathed and directed to be paid unto her by virtue of the ſaid will of the ſaid *R. M.* together with all the property, claim and demand of the ſaid *E. M.* of, in, and to the ſame, and every part and parcel thereof; **To have and to hold** the ſaid bargained premiſes, ſum and ſums of money as aforeſaid, unto the ſaid *G. H.* his executors, adminiſtrators and aſſigns, as his and their own proper goods and chattels for ever, **In Truſt** to and for the uſe, intent and purpoſe herein after mentioned and expreſſed concerning the ſame; **And the ſaid** *E. M.* by theſe preſents doth nominate, *&c.* the ſaid *G. H.* his, *&c.* her true, *&c.* to proſecute the ſaid ſuit, and to defend all other ſuit and ſuits hereafter to be brought and commenced concerning the ſaid two hundred pounds, and in the name of her the ſaid *E. M.* to aſk, *&c.* the ſaid ſum of two hundred pounds,

Recitals.
A will.
Neceſſaries found.
What is due to the aſſignee.
Retainer.
Conſideration.
Aſſignment,
Habendum.
In truſt.
Letter of attorney.

pounds, and the intereſt thereof, and all and every the coſt and coſts, and other ſum and ſums of money whatſoever, which ſhall at any time hereafter become due and payable by means or reaſon thereof; and alſo for her, *&c.* one or more diſcharge, *&c.* to the ſaid *R. M.* and all other perſon or perſons in any wiſe intereſted or concerned therein, the executors and adminiſtrators of them, and every of them, and in general to act, do and perform for the ſaid *E. M.* and in her name, all, *&c.* **Provided always**, and the the true intent and meaning of theſe preſents is, that the ſaid ſeveral ſum and ſums of money to be received by virtue of theſe preſents, ſhall be applied as follows, *viz.* in the firſt place to pay unto him the ſaid *G. H.* his, *&c.* as well the ſaid ſeveral ſums of twenty-ſeven pounds ten ſhillings, and five ſhillings before mentioned, as alſo all ſuch other ſum and ſums of money, which he the ſaid *G. H.* ſhall hereafter at any time advance, lay out or expend for the ſupport and maintenance of the ſaid *E. M.* and alſo all ſuch ſums of money as are already due, or hereafter ſhall become due to the ſaid *G. H.* for his fees and diſburſements in the recovering of the ſaid money, and in the proſecuting the ſaid ſuit already commenced, and in the proſecuting and defending all and every other ſuit and ſuits to be commenced, for and againſt the ſaid *E. M.* her executors and adminiſtrators, concerning the ſaid two hundred pounds, or otherwiſe, and after payment of the ſame, then to pay the reſidue thereof to the ſaid *E. M.* her executors, *&c.* according to the true intent and meaning of theſe preſents. **And the ſaid** *E. M.* for herſelf, *&c.* covenants, *&c.* to and with the ſaid *G. H.* his, *&c.* by, *&c.* that ſhe the ſaid *E. M.* hath not received the ſaid two hundred pounds, nor ſhall or will receive, releaſe or diſcharge the ſame, or any part thereof, or any action or ſuit, proceſs or proceedings in law or equity, that is, are or ſhall at any time hereafter be commenced or proſecuted for recovery thereof, or otherwiſe concerning the ſame, without the ſpecial licence and conſent of the ſaid *G. H.* his, *&c.* in writing under his or their hands for that purpoſe firſt had and obtained; **And** that ſhe the ſaid *E. M.* her, *&c.* ſhall and will at any time or times hereafter, upon the reaſonable requeſt of the ſaid *G. H.* his, *&c.* make, give and execute unto him the ſaid *G. H.* all ſuch further power, authorities and aſſurances for the better aſſuring the premiſes, and to enable him to demand, recover and receive the ſame for the purpoſes aforeſaid, as by the ſaid *G. H.* his, *&c.* **In Witneſs**, &c.

How the money ſhall be applied.

Covenant that the money is not received, &c.

And to do any further act, &c.

*(Wood.)*

## *An abſolute Aſſignment of three Exchequer Annuities for Ninety-nine Years, payable out of Duties granted by Act of Parliament.*

**To all to whom** theſe preſents ſhall come, **I** *J. P.* of, *&c.* ſend greeting. **Whereas** by virtue of an Act of Parliament made in the fourth year of the reign of Queen Anne, intitled, An act for continuing the duties on low wines and ſpirits of the firſt extraction, and the duties payable by hawkers, pedlars and petty chapmen, and part of the duties on ſtamped vellum, parchment and paper, and the late duties on ſweets, and the one third ſubſidy of tonnage and poundage, and for ſettling and eſtabliſhing a fund thereby, and by the application of certain overplus monies and otherwiſe for payment of annuities, to be ſold for raiſing a further ſupply to her Majeſty for the ſupply of the year 1707, and other uſes therein expreſſed; and by virtue of twelve ſeveral tallies and three ſeveral orders, levied and made out at the receipt of her Majeſty's exchequer, according to the ancient and accuſtomed uſage of the ſaid receipt of exchequer, **I** the ſaid *J. P.* in conſideration of the ſeveral ſums of money mentioned to be paid by me in the ſaid ſeveral orders, am intitled to receive out of the ſeveral duties granted by the ſaid act of parliament, or otherwiſe, three ſeveral annuities or yearly ſums, making together fifty pounds per hundred, by quarterly payments, for and during and until the full term and expiration of ninety-nine years, commencing from the 25th day of March 1707, therein mentioned, as in and by the ſaid ſeveral exchequer orders is directed, that is to ſay, by one order bearing date the 7th day of November 1707, No. 1758, the yearly ſum of ten pounds, by one other order bearing date the ſaid 7th day of November 1707, No. 1764, the yearly ſum of twenty pounds, and by one other order bearing date the ſaid 7th day of November 1707, No. 1766, the yearly ſum of twenty pounds, as in and by the ſaid tallies and orders, relation being thereunto reſpectively had, may more fully appear: **Now know ye**, that for and in conſideration of the ſum of four hundred pounds of, *&c.* to me the ſaid *J. P.* in hand, *&c.* by *J. Q.* of, *&c.* the receipt, *&c.* I the ſaid *J. P.* **have** ſold, aſſigned, transferred and ſet over, and by theſe preſents **Do** fully and abſolutely ſell, aſſign, *&c.* unto the ſaid *J. Q.* his executors, adminiſtrators and aſſigns, **All and every** the aforeſaid ſeveral annuities of ten pounds, twenty pounds, and twenty pounds, together with all and every the tallies and orders herein before mentioned, and all the eſtate and eſtates, right, title, intereſt, term and terms of years, claim and demand of me the ſaid *J. P.* of, in, unto and out of the ſame; **To have, hold** and enjoy the ſaid ſeveral annuities, tallies, orders and premiſes above mentioned, unto the ſaid *J. Q.* his executors, adminiſtrators and aſſigns, to and for their own uſe and benefit, for and during all the reſt and reſidue now to come and unexpired of the ſaid term of ninety-nine years, in as full, ample and beneficial manner as he the ſaid *J. P.* might or could have enjoyed the ſame if theſe preſents had not been made. **In Witneſs**, &c.

Recital of an act of parliament.

Eſtabliſhing a fund for payment of annuities, &c.

Aſſignment.

## *Aſſignment of three Debentures in Truſt for a Creditor.*

**This Indenture Tripartite**, made, *&c.* **Between** *J. S.* of, *&c.* Cook, of the firſt part, and *R. W.* of Staple's Inn, London, Gentleman, of the ſecond part, and ——— *(the creditors)* of the third part. **Whereas** by virtue of the three ſeveral debentures herein after mentioned, there is now due and owing from the preſent Government as a debt of her late Majeſty Queen Anne to the ſaid *J. S.* for his ſervice and expences as Cook, or otherwiſe, in the kitchen of her ſaid late Majeſty, the ſeveral and reſpective ſums after mentioned, amounting in the whole to the ſum of twenty-ſeven pounds twelve ſhillings and one penny halfpenny, and which are particularly mentioned in the three debentures following, *viz.* one debenture dated twelve and thirteen Annæ 1713, for eleven pounds ſixteen ſhillings and eight-pence, for his ſervice and expences in the months of January and March in that year; one other debenture dated thirteen Annæ 1714, for eleven pounds ſixteen ſhillings and eight-pence, for his ſervice and expences in the months of April, *&c.* and June in the ſame year, and the other of the ſaid debentures dated thirteen Annæ 1714, for three pounds eighteen ſhillings and nine-pence halfpenny, for his ſervice

Recital of debentures.

ſervice and expences in the month of July in the ſame year, as by the ſaid three ſeveral debentures ſigned by *K. L.* and duly inrolled or entered in the proper office for that purpoſe, (relation being to them reſpective had) more fully may appear: **And whereas** there is now juſtly due and owing from the ſaid *J. S.* to ——— the ſum of ———. **Now this Indenture witneſſeth,** that to the intent the ſaid debt or ſum of ——— pounds ſo now due from the ſaid *J. S.* to the ſaid ——— as aforeſaid, by and out of the ſaid ſum of twenty-ſeven pounds twelve ſhillings and one penny halfpenny, ſo due to the ſaid *J. S.* as aforeſaid, may be forthwith paid and diſcharged, and for better ſecuring payment thereof in caſe of not preſent payment of the ſame, and for and in conſideration of the ſum of five ſhillings of lawful money to the ſaid *J. S.* in hand paid by the ſaid *R. W.* at or before the executing hereof, the receipt whereof is hereby acknowledged, **He** the ſaid *J. S.* **hath,** and by theſe preſents (at and by the nomination and appointment of the ſaid ——— teſtified by his being a witneſs hereto) doth abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R. W.* **All thoſe** the ſaid three ſeveral herein before recited debentures, and all and every the ſaid three ſeveral ſums of money therein mentioned and thereby ſecured, amounting to the ſaid ſum of twenty-ſeven pounds twelve ſhillings and one penny halfpenny, and all the right, property, benefit, advantage, claim and demand whatſoever of him the ſaid *J. S.* of, in to the hereby aſſigned monies and premiſes, and every part thereof; **To have,** hold, take, receive and enjoy, all and ſingular the ſaid hereby aſſigned monies and premiſes unto the ſaid *R. W.* and his aſſigns, from henceforth for ever; **Nevertheleſs upon the ſeveral Truſts following,** viz. in truſt that he the ſaid *R. W.* and his aſſigns, from and after receipt thereof, or of any part thereof, (after all charges and expences touching receipt or recovery thereof in the firſt place deducted thereout, and which he and they are hereby empowered ſo to do,) ſhall and will pay and apply the ſame to the ſaid ———, his executors, adminiſtrators and aſſigns, towards payment and diſcharge of the ſaid debt or ſum of ——— ſo now due to him as aforeſaid; and from and after full payment and ſatisfaction thereof, and of all coſts and charges touching the recovery and receipt of the hereby aſſigned monies and premiſes, then in truſt as to the reſidue thereof (if any,) in truſt to pay the ſame to the ſaid *J. S.* his executors, adminiſtrators and aſſigns, and to and upon no other uſe, truſt, intent or purpoſe whatſoever; **And** for the better and more effectual enabling the ſaid *R. W.* and his aſſigns, to recover and receive all and ſingular the hereby aſſigned monies and premiſes, **He** the ſaid *J. S.* **hath,** and by theſe preſents doth conſtitute and appoint the ſaid *R. W.* and his aſſigns, the true and lawful attorney and attornies irrevocable of him the ſaid *J. S.* to aſk, demand and receive, out of and from the treaſury of his preſent Majeſty, and of and from all and every perſon and perſons whomſoever, that now are, or ſhall or may be liable to pay the ſame, all and ſingular the hereby aſſigned monies and premiſes, and upon receipt thereof, or of any part thereof, proper and ſufficient diſcharges, either in the name of the ſaid *J. S.* or in his or their own names to give for the ſame; and finally to do all and every ſuch other and further lawful acts and things, as well for the recovery and receipt, as alſo for the diſcharging of the hereby aſſigned monies and premiſes, or any part thereof, in ſuch manner as he or they ſhall think fit; *(Nevertheleſs upon the truſts aforeſaid,)* and that as fully and effectually to all intents and purpoſes whatſoever, as if he the ſaid *J. S.* had been actually preſent and done the ſame in his own proper perſon; and he the ſaid *J. S.* doth hereby give and grant unto the ſaid *R. W.* and his aſſigns, all his full and abſolute power in the hereby aſſigned premiſes, and doth hereby ratify and confirm all and whatſoever he the ſaid *R. W.* and his aſſigns ſhall lawfully do, touching the recovering, receiving and diſcharging the ſame; **Nevertheleſs** upon the truſt aforeſaid. **And the ſaid** *J. S.* for himſelf, his executors and adminiſtrators, doth hereby covenant, to and with the ſaid *R. W.* his executors and aſſigns, that there is now due upon the ſaid debentures, the before mentioned ſum of twenty-ſeven pounds twelve ſhillings and one penny halfpenny, and that he the ſaid *J. S.* hath not, nor that he, his executors or adminiſtrators, ſhall not at any time hereafter receive or diſcharge the ſame, or any part thereof, without the conſent of him the ſaid *R. W.* or his aſſigns, firſt had in writing for that purpoſe. *(Covenant from* R. W. *to pay the money when received.)* **In Witneſs,** *&c.*

Conſideration.

Aſſignment.

Power of attorney.

*(Wood.)*

*An abſolute Aſſignment by a Leſſee to a Purchaſor of the Moiety of the Farm which was not purchaſed, to the Intent that Purchaſor might be in Occupation of the whole.*

*By Indorſement on the Leaſe.*

**Whereas** the within named *T. A.* did lately purchaſe to the uſe of him, his heirs and aſſigns, the fee-ſimple and inheritance of one moiety or half-part, of and in the within demiſed meſſuages or tenements, lands, hereditaments and premiſes: **And whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before, and the releaſe bearing even date with, and both executed immediately before theſe preſents, he the ſaid *T. A.* for the conſiderations therein mentioned, *Hath* granted and conveyed his ſaid moiety or half-part of and in the ſaid within mentioned meſſuages or tenements, lands, hereditaments and premiſes ſo by him purchaſed as aforeſaid, unto and to the uſe of *W. S.* of, *&c.* by virtue of which indentures, he the ſaid *W. S.* is now in the actual poſſeſſion thereof: **And whereas,** previous to and before the execution of the ſaid indentures of leaſe and releaſe, it was agreed that the reſidue now to come of the within mentioned and demiſed term of fourteen years, of and in the other moiety of the ſaid meſſuages or tenements, lands and premiſes, to the intent to alter the property thereof, ſhould be by him the ſaid *T. A.* aſſigned to the ſaid *W. S.* in ſuch manner, and ſubject as herein after is mentioned: **Now theſe Preſents witneſs,** that in purſuance of the agreement, and to the end and intent the property of the ſaid *T. A.* of and in the ſaid other moiety of the hereditaments and premiſes may be altered, and that the ſame may become veſted in the ſaid *W. S.* as well as the other moiety ſo by him purchaſed as aforeſaid, during the now reſidue of the ſaid demiſed term therein; and for and in conſideration of the ſum of five ſhillings of lawful money to the ſaid *T. A.* in hand paid by the ſaid *W. S.* at, *&c.* the receipt, *&c.* **He** the ſaid *T. A.* **Hath,** and by theſe preſents **Doth** abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *W. S.* his executors, adminiſtrators and aſſigns,

T. A. purchaſes one moiety,

who conveys the ſame to W. S.

who is in poſſeſſion thereof.

Agreement to aſſign to him the other moiety to alter the property thereof.

Conſideration.

Aſſignment.

Parcels. aſſigns, **All that** the ſaid other moiety or half-part, of and in the ſaid within mentioned meſſuages or tenements, lands, and all and ſingular other the hereditaments and premiſes compriſed in, or which by the within written indenture were thereby demiſed to the ſaid *T. A.* with their and every of their appurtenances, and all the eſtate, right, title, intereſt, term of years to come, poſſeſſion, property, claim and demand whatſoever of him the ſaid *T. A.* of, in or to the ſaid hereby aſſigned premiſes, or any part thereof, by virtue of the within written indenture of leaſe, or otherwiſe howſoever, together with the ſame indenture, and all benefit and advantage whatſoever to be had or made thereof; **To have and to hold** all and ſingular the herein before mentioned and intended to be hereby aſſigned premiſes unto the ſaid *W. S.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſidue of the within mentioned term of fourteen years, which is now to come and unexpired, and that in as full, *&c.* **Subject nevertheleſs** to the payment of the yearly ſum of fifteen pounds, (being one moiety or half-part of the within reſerved yearly rent of thirty pounds) and alſo to the covenants, conditions and agreements in the within written indenture of leaſe reſerved and contained, and which from henceforth on the tenants or leſſees part, as to the ſaid hereby aſſigned moiety of the ſaid premiſes are therein or thereby to be paid, done and performed; **And**, *&c.* *(Covenant done no act,* &c.) **In Witneſs**, &c.

Habendum.

Subject, &c.

*An Aſſignment by a Debtor of Leaſehold Premiſes, Goods, and a Debt to three of his Creditors, in Truſt to be ſold to pay Mortgage, Creditors, and Expences, and the Surplus to be divided amongſt the reſt of the Creditors in Part of their Debts; in Conſideration whereof they grant him a Letter of Licence for three Years to pay the Reſidue.*

**THIS Indenture**, &c. **Between** *Thomas Brown* of, *&c.* and *Benjamin Price* of, *&c.* of the one part, and *John How*, *Thomas White*, and *Thomas Pitt* of, *&c.* (three of the creditors of the ſaid *Thomas Brown* and *Benjamin Price*, on behalf of themſelves and of all other their creditors, who ſhall hereunto ſubſcribe and ſet their hands and ſeals) of the other part. **Whereas**, *&c. Recite the ſeveral indentures of leaſe and mortgage thereof:)* **And whereas** there is a debt of one hundred and ſixty pounds due to them the ſaid *T. B.* and *B. P.* from *X. P.* of, *&c.* **And whereas** the ſaid *T. B.* and *B. P.* at the time of executing hereof, are juſtly indebted to their ſeveral creditors, executing theſe preſents, in the ſeveral debts or ſums of money ſet forth againſt the reſpective creditors names, which debts they at preſent are not in a capacity to pay and ſatisfy: **And whereas** at a meeting on the —— day of January now laſt paſt, at Mr. ——, by the major part of the ſaid creditors, it was then agreed between them and the ſaid *T. B.* and *B. P.* that on their aſſigning of all their eſtate, intereſt and equity of redemption of and in the above mentioned ſeveral demiſed and mortgaged premiſes, and of the ſaid debt due from the ſaid *X. P.* and of all their houſhold goods and furniture, and all other their eſtate, goods, chattels and effects whatſoever, upon oath, (except their wearing apparel) unto the above named three truſtee-creditors, for and towards payment to them, and the ſaid other creditors executing theſe preſents, of their reſpective debts, as far as the ſame will extend at preſent to pay, they the ſaid creditors would accept of the ſame in part of their ſaid debts, and give the ſaid *T. B.* and *B. P.* a letter of licence for the term of three years to follow their reſpective trades, in order to enable them to pay the reſidue of their reſpective debts in ſuch manner as herein after is mentioned; and it was alſo agreed, that the ſaid creditors ſhould ſeverally ſwear to the truth of their reſpective debts before they ſhould be intitled to any dividends to be made of the eſtate and effects hereby aſſigned: **Now this Indenture witneſſeth**, that they the ſaid *T. B.* and *B. P.* in purſuance and performance of their part of the ſaid recited agreement, and for five ſhillings paid to them by three truſtee-creditors, *&c.* **Have** and each of them **Hath**, *&c.* and by, *&c.* (at the requeſt, and by and with the conſent, direction, nomination and appointment of the ſaid other creditors, teſtified by their ſigning and ſealing hereof) **Do**, and each of them **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *(three truſtee-creditors)* and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivors and ſurvivor, **As well all** theſe the herein before mentioned ſeveral pieces of ground, meſſuages, *&c.* which in and by the ſaid ſeveral in part recited indentures of leaſe and mortgage were reſpectively demiſed and aſſigned to ——, or mentioned or intended ſo to be, with their and every of their appurtenances; **As alſo** the ſaid debt or ſum of one hundred and ſixty pounds ſo due from the ſaid *X. P.* as aforeſaid; **As likewiſe** all the houſhold and furniture goods, chattels, debts and effects whatſoever, and of what nature or kind ſoever, as are now due and belonging to them the ſaid *T. B.* or *B. P.* or either of them, (wearing apparel only excepted) **And all** the eſtate, right, title, intereſt, term of years to come and unexpired, poſſeſſion, reverſion, yearly rents and profits, equity and benefit of redemption, truſt, property, benefit, advantage, claim and demand whatſoever or howſoever, be that in law or in equity, of them the ſaid *T. B.* and *B. P.* by virtue of the ſaid herein before recited indenture, *&c.* **To have and to hold** the ſaid meſſuages, buildings, and all and ſingular other the the herein before aſſigned leaſehold premiſes, with the appurtenances, unto the ſaid *(three truſtee-creditors)* their executors, *&c.* from henceforth for and during all the reſt and reſidue of the before mentioned ſeveral terms of ——, which are therein reſpectively now to come and unexpired; ſubject nevertheleſs to the payment of the ſeveral yearly ground rents of ——, *&c.* as by the ſaid indenture of leaſe reſpectively reſerved, and to the ſeveral covenants, conditions and agreements therein contained, and which from henceforth on the leſſees or aſſignees part are to be paid and performed; and alſo ſubject to the payment of the ſaid ſeveral principal ſums of eight hundred pounds, two hundred pounds, three hundred and fifty pounds, ſixty pounds, two hundred and ſixty pounds and forty pounds, ſo reſpectively ſecured to them the ſaid *H. L. A. D. S. M. F. S.* and *H. B.* on the ſeveral leaſehold premiſes in manner as aforeſaid, and of all intereſt monies now due and to grow due to them reſpectively for the ſame, and ſo ſubject in manner as aforeſaid, then to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; **And to have, hold**, receive, take and enjoy the ſaid debt of one hundred and ſixty pounds, houſhold goods, furniture, chattels, debts and effects, and all and ſingular other the herein before aſſigned premiſes as are not leaſehold (except as aforeſaid) unto them the ſaid *J. H. T. W.* and *T. P.* their executors, adminiſtrators and aſſigns, from henceforth for ever, and to which they are hereby intended to have a legal right and property, **Together** with full power and authority for them the ſaid truſtee-creditors, their executors or aſſigns, to commence any action or actions, ſuit or ſuits, for the recovery

Recitals of leaſes, mortgages, debts. Unable to pay.

Meeting of creditors. Agreement to take aſſignment in part, and give a letter of licence for the reſt.

Conſideration.

Aſſignment of leaſehold premiſes.

A debt.

Goods.

Habendum.

Authority to ſue for the debt aſſigned.

very and receipt of the ſaid debt of one hundred and ſixty pounds, due from the ſaid *X. P.* and all other debt and debts, ſum and ſums of money due to the ſaid *T. B.* and *B. P.* from any other perſon or perſons, and the ſame to releaſe and diſcharge, and that as fully, amply and effectually to all intents and purpoſes whatſoever, as they the ſaid *T. B.* and *P. B.* or either of them, could or might do if perſonally preſent, or in caſe theſe preſents had not been made; **Nevertheleſs to for and upon the ſeveral Truſts**, intents and purpoſes herein after mentioned and expreſſed of and concerning the ſame, (that is to ſay) As to all and ſingular the ſaid hereby aſſigned meſſuages or tenements, and other the premiſes, **Upon Truſt** that they the ſaid truſtee-creditors, the ſaid *J. H. T. W.* and *T. P.* their executors or aſſigns, ſhall and do, as ſoon as can or may be, by ſeveral ſales abſolutely ſell and diſpoſe as well of all and ſingular the ſaid hereby aſſigned meſſuages, tenements, and other the leaſehold premiſes, as alſo of the ſaid hereby aſſigned houſhold goods and furniture for the moſt money and beſt price that can be got for the ſame; and from and after, or upon ſuch ſale or ſales that they the ſaid truſtee-creditors ſhall and do pay to the ſaid *H. L. A. D. S. M. F. S.* and *H. B.* all their reſpective principal monies and intereſt ſo ſecured, and which ſhall be to them reſpectively due and owing; **And** from and after full payment thereof, then as to all the reſidue of the monies ariſing by ſale of the ſaid leaſehold premiſes, and as to all the monies ariſing by ſale of the ſaid houſhold goods and furniture, and as to the ſaid debt of one hundred and ſixty pounds due from the ſaid *X. P.* and other debts and ſums of money due from any other perſon or perſons, when the ſame, or any part thereof, is or are received; **Upon this further truſt**, that they the ſaid truſtee-creditors ſhall and do retain and pay, and apply and diſpoſe of all and ſingular the ſame monies and premiſes, to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned and expreſſed, *viz.* To pay to *W. B.* of Lincoln's Inn in the county of Middleſex, Gentleman, the ſum of five pounds five ſhillings, borrowed of him by the ſaid *T. B.* and *B. P.* and the coſts and charges which he the ſaid *W. B.* has already been or ſhall hereafter be at on account of this preſent aſſignment; **And** from and after payment thereof, then it ſhall and may be lawful for the ſaid truſtee-creditors, by and out of the ſame monies and premiſes, to deduct and retain to themſelves thereout all ſuch coſts, charges, expences and damages as they the ſaid truſtee-creditors, any or either of them, ſhall expend, pay, ſuſtain or be put unto touching the ſale of the ſaid premiſes, and in paying, applying and diſpoſing of the monies ariſing by ſuch ſale, and other the ſeveral truſts hereby in them repoſed touching the hereby aſſigned premiſes, and which they are hereby enabled and impowered ſo to deduct and retain; **And** from and after ſuch payments and deductions in manner as aforeſaid, and ſubject thereunto, then **Upon this further ſpecial Truſt**, that they the ſaid truſtee-creditors, and the ſurvivors and ſurvivor of them, his executors and aſſigns, ſhall retain and pay all the ſaid reſidue or ſurplus monies ſo to be by them raiſed and received as aforeſaid, to and amongſt themſelves and all and every other the creditors of the ſaid *T. B.* and *B. P.* executing theſe preſents, in equal proportions, rateably and proportionably, according to the quantum of their ſaid reſpective debts now due and owing to them reſpectively, as far as the ſame will extend to pay and ſatisfy according to the true intent and meaning of theſe preſents, and to and for no other truſt, uſe, intent, or purpoſe whatſoever: **And the ſaid** *T. B.* and *B. P.* for themſelves, and for their reſpective executors and adminiſtrators, do covenant, promiſe, and agree, to and with the ſaid *J. H. T. W.* and *T. P.* their executors, adminiſtrators and aſſigns, by theſe preſents, that they the ſaid *T. B.* and *B. P.* their executors and adminiſtrators, ſhall and will at any time hereafter, upon the requeſt, and at the charge of the truſtee-creditors, any or either of them, make, do and execute all and every ſuch further and other lawful acts, deeds and things, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further, better and more perfecting, aſſigning, aſſuring and confirming of all and ſingular the herein before mentioned and intended to be hereby aſſigned premiſes, unto them the ſaid truſtee-creditors, their executors, adminiſtrators and aſſigns; (**Nevertheleſs** to, for and upon the ſeveral truſts, intents and purpoſes herein before mentioned, expreſſed and declared of and concerning the ſame) as by their, any or either of their counſel, *&c.* **And this Indenture further witneſſeth**, that they the ſaid creditors, executing theſe preſents (in purſuance and performance of their part of the ſaid recited agreement, and in conſideration of the aſſignment herein before made by them the ſaid *T. B.* and *B. P.* to the ſaid truſtees of the ſaid premiſes, upon the truſt aforeſaid, and to the end and intent to enable them the ſaid *T. B.* and *B. P.* to pay to their creditors, parties hereto, the reſidue of their reſpective debts as ſhall not be ſo paid in manner as aforeſaid) **Do** hereby give and grant unto each of them the ſaid *T. B.* and *B. P.* full and free liberty, licence and ſafe conduct from henceforth during the term of three years, to go, come, abide, reſide, paſs and repaſs to or at any place or places whatſoever and whereſoever; and that in caſe they the ſaid *T. B.* and *B. P.* or either of them, ſhall in his or their perſons before the ſaid three years, to be computed from the date hereof, be arreſted, attached, troubled or moleſted by any of the ſaid creditors executing theſe preſents, or by their or either of their acts, means, conſent or procurement, for or on account of any debt or debts, or of any part of ſuch debt or debts now due from them as aforeſaid, and be not thereof forthwith releaſed and diſcharged, then and in ſuch caſe they the ſaid *T. B.* and *B. P.* ſhall from thenceforth, and are and ſhall by virtue of theſe preſents, and the licence hereby given, be abſolutely acquitted, releaſed, and for ever diſcharged, as to all and every ſuch debt or ſum of money then due to every ſuch creditor who ſhall ſo arreſt, trouble or moleſt the ſaid *T. B.* and *B. P.* or either of them, within the time aforeſaid, contrary to the true intent and meaning of theſe preſents. **In Witneſs**, &c.

Truſtee-creditors to ſell the aſſigned premiſes to pay mortgage creditors;

afterwards to pay money borrowed, and for this aſſignment,

then truſtees expences;

Reſidue among the creditors proportionably.

Covenant to do any further Act, &c.

Letter of licence for three years.

*( Phillips )*

*Aſſignment from Aſſignees of a Bankrupt to a Mortgagee of a Bankrupt of the Equity of Redemption of two ſeveral Leaſehold Eſtates, the Principal and Intereſt due on the Mortgage being more than any Purchaſer would give.*

THIS Indenture Tripartite made the, &c. Between *W. H.* of, &c. and *I. D.* of, &c. (which ſaid *W. H.* and *I. D.* are two of the creditors and aſſignees appointed of the eſtate late of *M. W.* and *E. C.* herein after named, by virtue of a certain commiſſion of bankruptcy herein after mentioned) of the firſt part, the ſaid *M. W.* and *E. C.* both of, &c. of the ſecond part, and *R. K.* of, &c. of the third part.

Recitals of a leaſe.

Whereas by indenture *tripartite* of leaſe bearing date, &c. and made or mentioned to be made between *G. T.* of, &c. of the firſt part, the ſaid *M. W.* and *E. C.* of the ſecond part, and *R. L.* of, &c. of the third part, the ſaid *G. T.* for the conſideration therein mentioned (by the direction and appointment of the ſaid *M. W.* and *E. C.* teſtified as therein is mentioned) did demiſe, &c. unto the ſaid *R. K.* his, &c. All that, &c. To hold, &c. for ſixty-three years, at and under the rent of a pepper-corn for the firſt two years of the ſaid term, and at and under the yearly rent of ſeven pounds ten ſhillings for the reſidue of the term of ſixty-three years, payable in ſuch manner as therein mentioned:

That the ſame is by meſne aſſignment come to Mr. W. and Mr. C.

And whereas by virtue of ſeveral good and meſne aſſignments in law, or otherwiſe, the before mentioned leaſed piece or parcel of ground, and the ſaid three meſſuages or tenements and buildings thereon erected and built, together with the ſaid recited indenture of leaſe, were afterwards (for the conſiderations in the ſaid meſne aſſignments mentioned) aſſigned to, and the ſame became veſted in them the ſaid *M. W.* and *E. C.* for the reſidue of the ſaid term of ſixty-three years:

Of a ſecond leaſe.

And whereas by another indenture of leaſe, bearing date, &c. and made or mentioned to be made between *W. G.* of, &c. of the one part, and the ſaid *M. W.* and *E. C.* of the other part, the ſaid *W. G.* for the conſideration therein mentioned, did demiſe, &c. unto the ſaid *M. W.* and *E. C.* All that, &c. *To hold* to the ſaid *M. W.* and *E. C.* their executors, adminiſtrators and aſſigns, for the term of ſixty-one years, and at and under the yearly rent of four pounds eighteen ſhillings, payable as therein mentioned:

The mortgage to Mr. K. of the two leaſes.

And whereas by indenture or aſſignment, by way of mortgage, bearing date, &c. and made or mentioned to be made between the ſaid *M. W.* and *E. C.* of the one part, and the ſaid *R. K.* of the other part, (reciting therein, amongſt other things, the herein before mentioned two indentures of leaſe,) *It is witneſſed*, that the ſaid *M. W.* and *E. C.* (in conſideration of the ſum of four hundred pounds of lawful money, therein mentioned to be, and which was accordingly well and truly paid to them by the ſaid *R. K.*) and each of them *Did* grant, bargain, ſell and aſſign unto the ſaid *R. K. As well* the ſaid therein and herein before recited indentures of leaſe, meſne aſſignments thereof, and the ſaid pieces or parcels of ground, meſſuages or tenements, and all and ſingular the premiſes therein and herein before mentioned to be demiſed and aſſigned, with their and every of their appurtenances, and every part and parcel thereof, *As alſo* all the eſtate, right, title, intereſt, term and terms of years, then to come and unexpired, property, claim and demand whatſoever, of them the ſaid *M. W.* and *E. C.* of, in, to and out of all and ſingular the thereby aſſigned premiſes, and every part and parcel thereof, with their appurtenances, by force and virtue of the ſaid recited indentures of leaſe and meſne aſſignments thereof, or otherwiſe howſoever; *To hold* the ſaid pieces of ground, meſſuages or tenements, and all and ſingular other the premiſes, with their appurtenances, together with the ſaid recited indentures of leaſe and aſſignment thereof, unto the ſaid *R. K.* his executors, adminiſtrators and aſſigns, from thenceforth, for and during all the reſidue of the ſaid terms of ſixty-three years and ſixty-one years, by the ſaid recited indentures of leaſe reſpectively demiſed, and which were therein then to come and unexpired; *Subject nevertheleſs* to a proviſo in the ſaid indenture of the nineteenth of, &c. contained for redemption of the ſaid premiſes, on payment of the ſaid ſum of four hundred pounds on or before the nineteenth of, &c. together with lawful intereſt for the ſame unto the ſaid *R. K.* in ſuch manner as therein is mentioned, as in and by the ſame indenture, and the ſaid ſeveral in part recited indentures of leaſe and meſne aſſignments thereof, relation being to them reſpectively had, more fully and at large may appear:

That the 400l. and intereſt was not paid.

And whereas the ſaid ſum of four hundred pounds and intereſt, was not paid at the day in the proviſo of the ſaid laſt recited indenture of aſſignment appointed for payment thereof, whereby the eſtate in law of them the ſaid *M. W.* and *E. C.* of and in the thereby aſſigned premiſes, is become abſolutely veſted in him the ſaid *R. K.* for the reſidue of the ſaid ſeveral terms of years therein now to come and unexpired:

The commiſſion.

And whereas a commiſſion of bankrupt under the Great Seal of Great Britain, grounded upon the ſeveral ſtatutes made againſt bankrupts, and bearing date at Weſtminſter the nineteenth day of February, which was in the firſt year of the reign of his ſaid preſent Majeſty, was iſſued out againſt the ſaid *M. W.* and *B. C.* directed unto *I. E. E. S.* and *J. S.* Eſquire, and to *J. M.* and to *R. A.* Gentleman, thereby giving full power to them the commiſſioners, or the major part of them, to execute the ſaid commiſſion: And whereas the ſaid *A. B.* and *C.* (being the major part of the ſaid commiſſioners) did put the ſaid commiſſion in execution, and upon due examination of witneſſes, and other good proof upon oath before them had and taken, did find that they the ſaid *M. W.* and *E. C.* had, for ——— years and upwards before the date and ſuing forth of the ſaid commiſſion, uſed the trade of, &c. and during ſuch their trading, they became and were then juſtly indebted unto the ſaid —— and others their creditors in divers ſums of money, amounting in the whole to the ſum of ——, and being ſo indebted did, in the judgment of the ſaid commiſſioners, become bankrupts within the compaſs and true meaning of the ſeveral ſtatutes made againſt bankrupts, ſome or one of them:

The aſſignment from commiſſioners to the aſſignees.

And whereas by indenture of aſſignment bearing date, &c. and made between, &c. they the ſaid *A. B.* and *C.* after reciting therein to the effect herein before recited *int' al'*, they the ſaid *J. E. J. M.* and *R. A.* (being the major part of the ſaid commiſſioners) in further purſuance of the ſaid commiſſion, by their indenture of aſſignment bearing date, &c. and for the conſiderations, ends, intents and purpoſes therein mentioned, did bargain, ſell, aſſign and transfer unto the ſaid *W. H.* and *J. D.* (amongſt other things) the ſaid herein before ſeveral recited leaſes, pieces or parcels of ground, meſſuages or tenements, erections, buildings and premiſes; *To hold* the ſame *(inter al')* unto the ſaid *W. H.* and *J. D.* their executors, adminiſtrators and aſſigns, from thenceforth for and during all the then reſidue of the ſaid ſeveral terms of ſixty-three years and ſixty-one years, then to come and unexpired; Nevertheleſs upon the truſt, and to and for the ſeveral ends, intents and purpoſes therein mentioned and expreſſed touching and concerning the ſame, as in and by the ſaid in part recited commiſſion and laſt indenture of aſſignment, relation, &c. By virtue of which ſaid laſt recited indenture of aſſignment, they

they the ſaid *W. H.* and *J. D.* are now intitled to the equity of redemption of the ſaid premiſes ſo aſſigned by way of mortgage to the ſaid *R. K.* as aforeſaid: **And whereas**, on the day of the date hereof, there is juſtly due and owing unto the ſaid *R. K.* by virtue of his before recited ſecurity for principal and intereſt, in the whole the ſum of four hundred and forty-five pounds or thereabouts (which ſum is more than any perſon or perſons will give for the purchaſe of the ſaid mortgaged premiſes: **And whereas** the ſaid *W. H.* and *J. D.* and alſo they the ſaid *M. W.* and *E. C.* (being fully ſatisfied that the ſaid ſum of four hundred and forty-five pounds, ſo now due to the ſaid *R. K.* as aforeſaid, is more than any purchaſer will give for the purchaſe of the ſaid mortgaged premiſes) in conſideration whereof and of the ſum of ——— to be to them now paid by the ſaid ——— have agreed to aſſign, releaſe, ratify and confirm all their eſtate, right, intereſt and equity of redemption, of, in and to the ſaid mortgaged premiſes, unto the ſaid *R. K.* in ſuch manner as herein after is mentioned: **Now this Indenture witneſſeth**, that in purſuance and performance of the before mentioned agreement, and in conſideration of the ſum of ——— ſo now due and owing to him the ſaid *R. K.* in manner as aforeſaid (which ſum is hereby agreed and declared by all the parties to theſe preſents to be in full for the abſolute purchaſe of all the eſtate, right, title, intereſt, term of years and equity of redemption, as well of them the ſaid *W. H.* and *J. D.* as alſo of them the ſaid *M. W.* and *E. C.* or of any or either of them, of, in or to the ſaid mortgaged and herein after aſſigned premiſes) and alſo for and in conſideration of the ſum of five ſhillings a-piece of lawful money to them the ſaid *W. H.* and *J. D.* and *M. W.* and *E. C.* in hand paid by the ſaid *R. K.* at or before the executing hereof, the receipt whereof is by them hereby reſpectively acknowledged, and for divers other good cauſes and valuable conſiderations them thereunto eſpecially moving, **They** the ſaid *W. H.* and *J. D.* (at the requeſt and by the direction and appointment of the ſaid *M. W.* and *E. C.* teſtified by their being parties to and executing of theſe preſents) **have** and each of them **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Do**, and each of them **Doth**, *&c.* unto the ſaid *R. H.* **And** they the ſaid *M. W.* and *E. C.* **have** and each of them **hath**, and by theſe preſents **Do**, and each of them **Doth** freely, clearly and abſolutely grant, bargain, ſell, ratify and confirm unto the ſaid *R. K.* **All thoſe** the before mentioned leaſed premiſes or parcels of ground, and alſo all thoſe five ſeveral meſſuages or tenements and all other erections and buildings erected and built, or to be erected and built thereon, and all and ſingular other the premiſes which in and by the before recited indentures of leaſe were thereby reſpectively demiſed, or which by the ſaid recited indenture of the 19th of, *&c.* were thereby aſſigned to the ſaid *R. K.* with their and every of their appurtenances; **And alſo all** the eſtate and eſtates, right, title, intereſt, term and terms of years to come and unexpired, benefit of renewal, equity, and benefit of redemption, property, claim and demand whatſoever or howſoever, either at law or in equity, of them the ſaid *W. H. J. D. M. W.* and *E. C.* any or either of them, or of any perſon or perſons in truſt for them, any or either of them, or in or to the ſaid hereby aſſigned premiſes, by virtue of the herein before recited indenture of leaſe, aſſignment thereof, or otherwiſe howſoever, **Together with** all and every the ſame indentures (other than and except the laſt herein before recited indentures of aſſignment, dated the 25th day of March laſt;) **To have and to hold** the ſaid pieces, *&c.* herein before mentioned and intended to be hereby aſſigned, with their and every of their appurtenances, (except as aforeſaid) unto the ſaid *R. K.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt, reſidue and remainder of the before mentioned ſeveral terms of ſixty-three years and ſixty-one years, which are reſpectively now to come and unexpired, freed and abſolutely diſcharged of and from the proviſo in the ſaid indenture of the 19th of, *&c.* contained, for redemption of the ſaid premiſes, and of and from all other proviſoes, equity and benefit of redemption whatſoever, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as they the ſaid *W. H. J. D. M. W.* and *E. C.* or any or either of them, could or might have had, held or enjoyed the ſame, in caſe theſe preſents had not been made: **Subject nevertheleſs** to the payment of the ſeveral yearly rents of ſeven pounds ten ſhillings, and four pounds ſixteen ſhillings by the ſaid recited indentures of leaſe reſpectively reſerved, and to the ſeveral covenants, conditions and agreements therein contained, and which from henceforth on the leſſees part are to be paid, done and performed: **And** each of them the ſaid *W. M. H. C.* and *J. D.* for themſelves ſeverally and reſpectively, and not jointly and for their ſeveral and reſpective executors and adminiſtrators, do covenant with the ſaid *R. K.* his executors, adminiſtrators and aſſigns, by theſe preſents, that they the ſaid *W. H.* and *J. D.* or either of them, have not, nor hath done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid hereby aſſigned premiſes, or any part thereof, are or is, or ſhall or may be in any ways impeached, ſurrendered, forfeited, charged or incumbered in eſtate or otherwiſe howſoever. *(The like covenant with the bankrupts, &c. with theſe words, viz.* other than and except as before appears in and by theſe preſents.) **In Witneſs**, &c.

What now due to Mr. K. for principal and intereſt, more than any purchaſer will give.

Preſent agreement.

Conſideration.

Aſſignment.

Premiſes.

Habendum.

Subject, &c.

Covenant.

Done no act, &c.

*(Wood.)*

*Aſſignment of two Indentures of Mortgage, made by a Decree of the High Court of Chancery.*

**THIS Indenture of four Parts**, made, *&c.* **Between** *J. O.* Eſquire, one of the Maſters of the High Court of Chancery, of the firſt part, *R. P.* of London, Merchant, on the ſecond part, *H. S.* of, *&c.* Eſquire, and *A. S.* of the Inner Temple, London, Gentleman, on the third part, and *S. H.* and *H. B.* of London, Merchants, of the fourth part. **Whereas** by a decree in the High Court of Chancery, made, *&c.* in a cauſe there depending between the ſaid *A. S.* party hereto, (then an infant) by the ſaid *H. S.* party alſo hereto (his *prochein ami)* plaintiff, and Sir *G. W. J. C.* the ſaid *R. P.* and one *J. J.* and others defendants, **It** was ordered and decreed (amongſt other things) that the ſaid defendants Sir *G. W. J. C. R. P.* and *J. J.* (aſſignees under a commiſſion of bankrupt awarded againſt Sir *J. S.* and others, which ſaid Sir *J. S.* was the father of the ſaid *J. S.* and *A. S.* ſhould bring before Sir *W. C.* Knight (then one of the Maſters of the ſaid court) the ſum of, *&c.* mentioned in the ſaid decree to be the ſaid *A. S.*'s ſhare of the dividends then made by virtue of the ſaid commiſſion, or the ſecurities taken by the ſaid aſſignees for the ſame, together with the intereſt thereof, from the death of the ſaid Sir *J. S.* at the rate of five pounds *per cent. per annum*, and that the ſaid Maſter ſhould look into the ſaid ſecurities; and if he ſhould approve thereof, then the ſaid money was to continue on the ſaid ſecurities; otherwiſe

Recital of the decree in Chancery.

By which the maſter was

ordered to inſpect the ſecurities, and if he diſliked them to call in the money, and place it out again on Government ſecurity.

But being perſonal ſecurities, the maſter diſliked the ſame.

Upon which ſeveral tenements were mortgaged for ſecurity to the ſaid maſter.

The premiſſes.

Habendum for the term of 500 years at a pepper-corn rent. Proviſo to be void on payment of the money.

Recital of a former mortgage of the premiſes.

Habendum for 500 years; Under a proviſo to be void on payment of the money, which not being paid accordingly, the remainder of the term became veſted in the preſent aſſignors, in truſt for the firſt mortgagor, and as an eſtate to attend the inheritance, for the uſe of an infant,

Who having attained the age of 21 years, the Court of Chancery ordered the principal money to be paid to him, that the maſter ſhould aſſign over the mortgage for that purpoſe.

Covenant of aſſignment of the ſaid mortgages in purſuance of the ſaid decree.

The conſiderations.

otherwiſe he was to call in the ſame, and to ſee it placed out again upon government ſecurity, and the intereſt due, or to grow due for the ſaid, *&c.* was to be paid to the ſaid *H. S.* for the maintenance of the ſaid *A. S.* **And whereas** all matters which had been referred to the ſaid Sir *W. C.* being afterwards by an order of the ſaid court transferred to the ſaid *J. O.* the ſaid Sir *G. W. J. C. R. P.* and *J. J.* produced to and left with the ſaid *J. O.* two bonds, which had been taken in the names of the ſaid Sir *G. W. J. C.* and *J. J.* from *M. P.* and the ſaid *R. P.* for the ſaid, *&c.* payable with intereſt at, *&c. per cent. per annum*, but the ſaid Maſter being of opinion, the ſame was not proper to be continued on perſonal ſecurity, the ſaid *R. P.* in purſuance of an order of the ſaid court, dated, *&c.* propoſed to the ſaid maſter, the meſſuages, tenements, warehouſes, wharfs, and other hereditaments herein after mentioned, as a real ſecurity for the ſame, which the ſaid Maſter liked and approved of; **And** thereupon by indenture *quadrupartite*, bearing date on or about, *&c.* made between the ſaid *R. P.* on the firſt part, *T. W.* of London, Eſquire, of the ſecond part, the ſaid *J. O.* of the third part, and the ſaid *H. S.* of the fourth part, reciting to the effect herein before recited, he the ſaid *R. P.* in conſideration of the ſaid ſum of, *&c.* which he thereby acknowledged to have been received from the ſaid Sir *G. W. J. O.* and *J. J.* before the date of the ſaid indenture, and to be then in his hands; and in conſideration that the ſaid *J. O.* had delivered to him the ſaid two bonds given for the ſame by him and the ſaid *M. P.* as aforeſaid to be cancelled, and in conſideration of five pounds, paid to him by the ſaid *J. O.* did bargain, ſell and demiſe to the ſaid *J. O.* all that meſſuage or tenement, and the brewhouſes, hophouſes, warehouſes, ſtables, and other edifices and buildings thereunto belonging, or therewithal then or theretofore holden, occupied or enjoyed, with all and ſingular their and every of their appurtenances, **And** all that key called, *&c.* with the wharf, tenement, houſes, and other things thereupon erected and built, with their appurtenances, ſituate, *&c.* and which then or then late were in the tenure or occupation of, *&c.* their aſſignees or aſſigns, farmers or under-tenants, and all ways, paſſages, lights, eaſements, waters, water-courſes, profits, commodities, emoluments, hereditaments and appurtenances whatſoever to the ſaid meſſuages or tenements, brewhouſes, hophouſes, warehouſes, wharf and key, and other the premiſes belonging or in any wiſe appertaining, or accepted, reputed, taken or known to be part, parcel or member thereof, and the reverſion or reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; **To hold** to the ſaid *J. O.* his executors, adminiſtrators and aſſigns, from thenceforth for the term of five hundred years then next enſuing at the yearly rent of a pepper-corn; **Under** a proviſo nevertheleſs in the ſaid deed contained, that if the ſaid *R. P.* his heirs or aſſigns, ſhould pay to the ſaid *J. O.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* on, *&c.* then next following, to be applied or diſpoſed of according to the direction of the ſaid recited decree, or the ſaid ſubſequent order of, *&c.* and alſo pay to the ſaid *H. S.* or in caſe of his death to ſuch other perſon as ſhould be appointed or admitted by the court as *prochein ami* to the ſaid *A. S.* the ſum of, *&c.* on, *&c.* then next following, (being the intereſt of the ſaid ſum of, *&c.*) for or towards the maintenance of the ſaid *A. S.* then the ſaid indenture, and every thing therein contained, ſhould be void and of no effect. **And** afterwards in the ſaid indenture it is further recited, that by indenture of demiſe or mortgage, bearing date, *&c.* made between *W. J.* Gentleman, and *J. J.* his ſon and heir apparent of the one part, and *G. F.* Gentleman, of the other part, they the ſaid *W. J.* and *J. J.* (for the conſiderations therein mentioned) did demiſe to the ſaid *G. F.* his executors, adminiſtrators and aſſigns, the ſaid meſſuage or tenement, brewhouſes, hophouſes, warehouſes, wharf or key, all and ſingular other the premiſes by the ſaid *quadrupartite* indenture demiſed to the ſaid *J. O.* with their appurtenances; **To hold** for the term of five hundred years from the day next before the day of the date of the ſaid now recited indenture, at the yearly rent of a pepper-corn, under a proviſo to be void on payment of the ſum of, *&c.* by the ſaid *W. J.* and *J. J.* their heirs or aſſigns, to the ſaid *G. F.* his executors, adminiſtrators or aſſigns, at the time and place therein mentioned, which ſaid money not being paid according to the limitation of the ſaid proviſo, and the remainder of the ſaid laſt mentioned term of five hundred years, being by ſeveral meſne aſſignments and conveyances in the law then become veſted in the ſaid *J. W.* **In Truſt** nevertheleſs for the ſaid *R. P.* his heirs and aſſigns, as an eſtate only to attend the reverſion and inheritance of the ſaid mortgaged premiſes, which the ſaid *R. P.* had purchaſed to him and his heirs, he the ſaid *J. W.* by the direction of the ſaid *R. P.* for the better ſecuring the payment of the ſaid ſeveral ſums of, *&c.* to the ſaid *J. O.* and *H. S.* did by the ſaid *quadrupartite* indenture aſſign and transfer to the ſaid *H. S.* his executors, adminiſtrators and aſſigns, the ſaid recited indenture of demiſe and mortgage, made by the ſaid *W. J.* and *J. J.* to the ſaid *G. F.* and the premiſes thereby granted, for all the then reſidue of the ſaid laſt mentioned term of five hundred years, under a proviſo nevertheleſs to be void on payment of the ſaid ſeveral ſums of, *&c.* by the ſaid *R. P.* his heirs and aſſigns, according to the proviſo in the ſaid *quadrupartite* indenture firſt above contained, as in and by the ſaid *quadrupartite* indenture, relation being thereunto had, may more fully and at large appear. **And whereas** the ſaid *A. S.* attained to the age of twenty-one years, on or about, *&c.* and by order of the ſaid High Court of Chancery, made in the ſaid cauſe on or about, *&c.* it was ordered, that the ſaid ſum of, *&c.* principal money, and the intereſt due for the ſame, ſhould be paid to the ſaid *A. S.* and that the ſaid maſter ſhould aſſign over the mortgage, for that purpoſe, to the ſaid *A. S.* unleſs the ſaid *R. P.* ſhould pay the ſaid principal money and intereſt to the ſaid *R. S.* and that upon his making ſuch payment, the ſaid mortgaged premiſes ſhould be conveyed to the ſaid *R. P.* or to whom he ſhould appoint: **Now this Indenture witneſſeth,** That for and in conſideration of the ſum of, *&c.* of lawful money of Great Britain, by the ſaid *R. P.* to the ſaid *A. S.* in hand, at or before the ſealing and delivery of theſe preſents, well and truly paid purſuant to the ſaid laſt mentioned order, by and with the conſent and approbation of the ſaid *H. S.* and *J. O.* reſpectively teſtified by their being parties, and their ſigning and ſealing to theſe preſents, in full ſatisfaction and diſcharge of all principal and intereſt monies due from the ſaid *R. P.* his heirs, executors, adminiſtrators or aſſigns for ever, by theſe preſents, and alſo in conſideration of five pounds of like money to each of them the ſaid *J. O.* and *A. S.* by the above named *S. H.* in hand alſo at or before the ſealing and delivery of theſe preſents paid, the ſeveral receipts whereof are hereby acknowledged, he the ſaid *J. O.* in obedience to the ſaid laſt mentioned order, and by and with the conſent, direction and appointment of the ſaid *A. S.* teſtified in manner as aforeſaid; **And alſo** the ſaid *A. S.* **Have,** and each of them **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents do, and each of them doth (at the nomination, and by the direction of the ſaid *R. P.* teſtified alſo by his being a party, and his ſigning and ſealing of theſe preſents) fully and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *S. H.* the ſaid recited *quadrupartite* indenture of demiſe or mortgage, and the

ſaid

ſaid meſſuages or tenements, brewhouſes, hophouſes, warehouſes, ſtables, wharf and key, and all and ſingular other the premiſes therein or thereby demiſed, or meant, mentioned or intended to be demiſed, with their and every of their rights, members and appurtenances; **And alſo** all the eſtate, right, title, intereſt, term of years yet to come and unexpired, uſe, truſt, property, claim and demand whatſoever of them the ſaid *J. O.* and *A. S.* or either of them, of, in, to or out of the ſaid premiſes, or any part or parcel thereof, in any wiſe howſoever; **To have and to hold** the ſaid meſſuage or tenement, brewhouſes, hophouſes, and all and ſingular other the premiſes mentioned or intended to be hereby aſſigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *S. H.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt, reſidue and remainder of the ſaid term of five hundred years, in and by the ſaid recited *quadrupartite* indenture granted by the ſaid *R. P.* to the ſaid *J. O.* yet to come and unexpired; **In truſt nevertheleſs** to and for the uſe and benefit of the ſaid *R. P.* his heirs and aſſigns, and to attend and wait upon the reverſion and inheritance of the ſaid premiſes, which is now veſted in him the ſaid *R. P.* and to or for no other uſe, intent or purpoſe whatſoever. **And this Indenture further witneſſeth**, that for the conſideration aforeſaid, and alſo in conſideration of five ſhillings of like lawful money by the above named *H. B.* to the ſaid in hand *H. S.* at or before the ſealing and delivery of theſe preſents well and truly paid, the receipt whereof is hereby acknowledged, he the ſaid *H. S.* at the requeſt, and by the direction of the ſaid *A. S.* and with the conſent and and approbation of the ſaid *J. O.* reſpectively teſtified as aforeſaid, by their being parties, and their ſigning and ſealing to theſe preſents, **Doth** by theſe preſents, (at the nomination and by the appointment of the ſaid *R. P.* teſtified in mannner as aforeſaid) aſſign, transfer and ſet over unto the ſaid *H. B.* the ſaid recited *quadrupartite* indenture, and all and ſingular the premiſes, with their appurtenances therein or thereby aſſigned, or meant, mentioned or intended to be aſſigned by the above named *T. W.* to him the ſaid *H. S.* and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *H. S.* of, in, to or out of the ſame premiſes, every or any part thereof, in any wiſe howſoever; **To have and to hold** all and ſingular the premiſes herein laſt above mentioned, or intended to be hereby aſſigned, with their and every of their appurtenances unto the ſaid *H. B.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſidue and remainder of the above mentioned term of five hundred years, aſſigned by the ſaid recited *quadrupartite* indendure, by the ſaid *T. W.* to the ſaid *H. S.* yet to come and unexpired; **In truſt nevertheleſs** for the ſaid *R. P.* his heirs and aſſigns, and to attend and wait upon the reverſion and inheritance of the ſaid aſſigned premiſes now veſted in the ſaid *R. P.* as aforeſaid. **And the ſaid** *H. S.* and *A. S.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not jointly, nor the one for the other of them, nor for the heirs, executors or adminiſtrators, or the acts, deeds or defaults of the other of them, do reſpectively covenant, promiſe and grant to and with the ſaid *H. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that they the ſaid *H. S.* and *A. S.* or either of them, have not, nor hath at any time or times heretofore made, done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by reaſon or means whereof the ſaid hereby aſſigned premiſes, or any part or parcel thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **And the ſaid** *J. O.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *S. H.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. O.* hath not at any time or times heretofore made, done, committed, or wittingly or willingly ſuffered, any act, matter or thing whatſoever, whereby or by reaſon or means whereof the ſaid hereby aſſigned premiſes, or any part or parcel thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

Habendum for the remainder of the term of 500 years.

In truſt, and to attend upon the reverſion.

Covenant of aſſignment by another of the parties.

Habendum for the reſidue of the term.

In truſt and to wait upon the inheritance.

Covenant that the premiſes are free from incumbrances.

Another like covenant.

I approve this draught, *E. Northey.*

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## *An Aſſignment of a Mortgage Term to attend the Inheritance.*

**This Indenture Tripartite** made, &c. between *W. H.* of, &c. ſole executor of the laſt will and teſtament of *W. H.* late of, &c. his late uncle deceaſed; and alſo reſiduary legatee named in the ſaid will of the firſt part, Sir *J. S.* of, &c. of the ſecond part, and *J. W.* of, &c. (being a perſon nominated and appointed, by and in truſt for the ſaid Sir *J. S.*) of the third part: **Whereas** by indentures of demiſe or mortgage, bearing date, &c. and made or mentioned to be made, between *C. G.* (ſince Sir *C. G.* of, &c. *A. G.* of, &c. and *W. G.* of, &c. the ſons and daughter of Sir *M. G.* late of, &c. Baronet, deceaſed, of the one part, and *W. H.* of, &c. ſince deceaſed, of the other part; **It is by the ſaid indenture witneſſed**, that the ſaid *C. G.* ſince Sir *C. G.* and *A. G.* in conſideration of the ſum of, &c. in hand then paid to the ſaid Sir *C. G.* and *A. G.* by the ſaid *W. H.* **they** and each of them did grant, bargain and ſell unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns, **all that**, &c. and the reverſion and reverſions, &c. **And all** the full and whole eſtate, &c. of them the ſaid *C. G.* (ſince Sir *C. G.*) *A. G.* and *W. G.* or either of them, of, in, and to the premiſes aforeſaid, and any part thereof; **And all** rent and rents, and other yearly profits due, or payable for the ſaid premiſes, or any part thereof, **And all** deeds, &c. **To hold** all and ſingular the ſaid granted premiſes, with the appurtenances whatſoever, unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns, without impeachment of waſte, from the feaſt of, &c. for and during, &c. fully to be complete and ended, at and under the yearly rent, &c. payable upon the feaſt-day of, &c. during the ſaid term thereby demiſed, *under* a proviſo or condition nevertheleſs, that if the ſaid *C. G.* (afterwards Sir *C. G.*) and *A. G.* or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, ſhould and did well and truly pay, or cauſe to be paid unto, &c. the full ſum of, &c. at the days and times, and in manner and form, in and by the ſaid proviſo appointed, that then and in ſuch caſe, he the ſaid *W. H.* deceaſed, &c. as in and by the ſaid recited indenture, reference, &c. may appear; **And whereas** by one other indenture bearing date, &c. and made, &c. between the ſaid *C. G.* by the name and addition of Sir *C. G.* of, &c. Knight, *A. G.* and *W. G.* of the one part, and the ſaid *W. H.* (ſince deceaſed) of the other part, *reciting* as is herein before recited; *and reciting further*, that the days and times in and by the aforeſaid proviſo appointed for payment of the aforeſaid ſum of, &c. was then long ſince paſt, **And further** reciting that the ſaid *W. H.* (ſince deceaſed) had agreed, that they

Executor of the mortgagee of the firſt part, the perſon who has purchaſed the inheritance of the ſecond part, and his truſtee of the third part.

Recital of mortgage.

Parcels.

Habendum.

Proviſo.

Another indenture recited.

the ſaid Sir *C. G.* and *A. G.* ſhould and might continue in their hands, at intereſt, the aforeſaid ſum of ——— principal money before expreſſed, for and during the term of one whole year, from the day of the date of the ſaid laſt indenture; **And further** reciting that over and above the ſaid ſum of — principal money, he the ſaid *W. H.* (ſince deceaſed) at the inſtance and requeſt of the ſaid Sir *C. G.* and *A. G.* had advanced and lent the further ſum of three hundred pounds upon the ſecurity of the before recited premiſes, all intereſt being paid to the day of the date of the ſaid laſt indenture, the receipt and payment whereof is thereby acknowledged, the ſaid principal money then amounting to the ſum of ———; **It is** by the ſaid laſt indenture **witneſſed**, that they the ſaid Sir *C. G.* and *A. G.* in conſideration of the premiſes, and for divers other good cauſes and conſiderations them thereunto moving, they the ſaid Sir *C. G.* and *A. G.* and each of them, **Did** ratify and confirm unto the ſaid *W. H.* ſince deceaſed, his executors, adminiſtrators and aſſigns, **All the** aforeſaid meſſuages or tenements, lands and premiſes, with the appurtenances whatſoever, in the before recited indenture mentioned and contained, for and during the reſt and reſidue of the aforeſaid term of one thouſand years then to come and unexpired; and the ſaid Sir *C. G.* and *A. G.* for the conſideration aforeſaid, and each of them did remiſe, releaſe, and for ever quit claim unto the ſaid *W. H.* ſince deceaſed, his executors, adminiſtrators and aſſigns, the proviſo or condition in the afore recited indenture contained, or otherwiſe howſoever; and all and all manner of actions and ſuits, both at law and in equity, and demands whatſoever, touching or concerning the ſame, under a proviſo nevertheleſs in the ſaid laſt indenture contained; **And it was** thereby concluded and agreed, by and between the parties to the ſame; and the ſaid *W. H.* (ſince deceaſed) for himſelf, his executors, adminiſtrators and aſſigns, and for every of them, did covenant, promiſe and grant, to and with the ſaid Sir *C. G.* and *A. G.* their heirs and aſſigns, that if they the ſaid Sir *C. G.* and *A. G.* their heirs, executors, adminiſtrators or aſſigns, did and ſhould well and truly pay, or cauſe to be paid unto the ſaid *W. H.* (ſince deceaſed) his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* at the days and times, and in manner and form, in and by the ſaid proviſo appointed for the payment thereof, that then the ſaid *W. H.* his executors, adminiſtrators and aſſigns, ſhould and would, after full payment and ſatisfaction of the ſaid ſum of, *&c.* ſhould be made to him or them, in caſe the ſame ſhould be paid according to the true intent and meaning before expreſſed, at and upon the reaſonable requeſt, and at the proper coſts and charges of them the ſaid Sir *C. G.* and *A. G.* their heirs and aſſigns, ſurrender to them the ſaid Sir *C. G.* and *A. G.* their heirs and aſſigns, or convey to ſuch perſon and perſons as they ſhould name or appoint, the ſaid term and eſtate of and in the premiſes aforeſaid, with the appurtenances, diſcharged of all incumbrances then before had, made, committed or done by the ſaid *W. H.* (ſince deceaſed) his executors, adminiſtrators or aſſigns, as in and by the ſaid laſt recited indenture, reference, *&c.* may appear; **And whereas** default was made in payment of the ſaid ſum of, *&c.* contrary to and in breach of the ſaid laſt recited proviſo, whereby the eſtate and intereſt of the ſaid *W. H.* of and in the aforeſaid recited premiſes became abſolute in law, for and during the reſt and reſidue of the ſaid term therein then to come and unexpired: **And whereas** the ſaid *W. H.* party to the ſaid recited indentures, is ſince deceaſed, having firſt made his laſt will and teſtament in writing, bearing date, *&c.* and thereof made and appointed the ſaid *W. H* his nephew, (party to theſe preſents) ſole executor and reſiduary legatee, who hath ſince proved the ſame in the proper eccleſiaſtical court, and taken upon himſelf the burthen and execution thereof, as in and by the ſaid will and probate thereof, reference being thereunto had, may appear; **By virtue** whereof the eſtate and intereſt of the ſaid *W. H.* deceaſed, of and in the afore recited premiſes, is legally come to and veſted in the ſaid *W. H.* deceaſed, of and in the afore recited premiſes, is legally come to and veſted in the ſaid *W. H.* party to theſe preſents, his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue of the ſaid term of one thouſand years, in and by the ſaid firſt recited indenture of demiſe granted, and in and by the ſaid laſt recited indenture ratified and confirmed, therein now to come and unexpired; **And whereas** there is now due and owing on the afore recited ſecurities for principal and intereſt, the ſum of ——— **And whereas** the ſaid Sir *C. G.* and *A. G.* are both alſo deceaſed, having firſt conveyed and aſſured the fee-ſimple and inheritance *(inter alia)* of all and ſingular the afore recited premiſes, unto the ſaid Sir *J. S.* his heirs and aſſigns: **Now this Indenture witneſſeth**, that the ſaid *W. H.* party to theſe preſents, for and in conſideration of the ſum of, *&c.* of lawful money of Great Britain, to him the ſaid *W. H.* in hand paid by the ſaid Sir *J. S.* at or before the enſealing and delivery of theſe preſents, in full of all principal and intereſt monies due on the ſaid recited ſecurity (the receipt and payment whereof the ſaid *W. H.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, acquit and diſcharge the ſaid Sir *J. S.* his heirs, executors, adminiſtrators and aſſigns, and every of them by theſe preſents) **And alſo** for and in conſideration of the ſum of five ſhillings of like lawful money to him the ſaid *W. H.* party to theſe preſents, in hand alſo paid by the ſaid ——— by the direction and appointment of the ſaid Sir *J. S.* teſtified by his being party to and executing theſe preſents, at or before the enſealing and delivery of theſe preſents, (the receipt whereof the ſaid *W. H.* doth hereby acknowledge) **He** the ſaid *W. H.* party hereto, (at the nomination of the ſaid Sir *J. S.* teſtified, as aforeſaid) **Hath** bargained, ſold, aſſigned, tranferred and ſet over; **And** the ſaid Sir *J. S.* **Hath** ratified and confirmed, and by theſe preſents the ſaid *W. H.* (party *&c.*) **Doth** bargain, ſell, aſſign, transfer and ſet over, and the ſaid Sir *J. S.* **Doth** ratify and confirm unto the ſaid ——— his executors, adminiſtrators and aſſigns, **All and ſingular** the ſaid meſſuage or tenement, *&c.* **And all** and ſingular other the premiſes in and by the ſaid recited indenture of demiſe mentioned to be demiſed and granted, and in and by the ſaid laſt recited indenture ratified and confirmed unto the ſaid *W. H.* deceaſed, his executors, adminiſtrators and aſſigns, with their and every of their appurtenances; **And** the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes; **And all** the eſtate, right, title, intereſt, uſe, truſt, property, claim and demand whatſoever, either in law or equity, of him the ſaid *W. H.* party to theſe preſents, by virtue of the laſt will and teſtament of the ſaid *W. H.* his ſaid late uncle deceaſed, and the aforeſaid ſeveral recited indentures of demiſe or mortgage and ratification thereof, **Together** with the ſaid recited indenture of demiſe or mortgage, and recited indenture of ratification thereof themſelves, and together alſo with all other deeds, writings, and evidences whatſoever touching and concerning the afore recited premiſes, which he the ſaid *W. H.* party to theſe preſents hath in his cuſtody or power, as executor to the ſaid *W. H.* his late uncle, deceaſed, or otherwiſe, or can come by, without ſuit in law or equity, **To have and to hold** the ſaid meſſuage or

Further ſum advanced.

Ratification of premiſes.

Releaſe of former proviſo.

New proviſo.

Default made.

Eſtate became abſolute in law. W. H. ſince dead, leaving a will, and his nephew executor.

Sir C. G. and A. G. both alſo dead, having firſt conveyed premiſes. Conſideration.

Aſſignment.

Premiſes.

Deeds.

Habendum.

or tenement, &c. And all and ſingular other the premiſes in and by the ſaid recited indenture of demiſe mentioned to be granted, bargained and ſold, and in and by the ſaid laſt recited indenture ratified and confirmed unto the ſaid ——— his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the ſaid term of one thouſand years, in and by the ſaid recited indenture of demiſe granted, bargained and ſold, and by the laſt recited indenture ratified and confirmed, and which are therein yet to come and unexpired, in as full and ample manner and form, to all intents and purpoſes, as he the ſaid *W. H.* party hereto might, could, ſhould, or ought to have held and enjoyed the ſame premiſes, by virtue of the laſt will and teſtament of the ſaid *W. H.* his ſaid late uncle, deceaſed, or otherwiſe howſoever: In truſt nevertheleſs for the ſaid Sir *J. S.* his heirs and aſſigns, and to be conveyed and diſpoſed of as he the ſaid Sir *J. S.* his heirs and aſſigns ſhall direct or appoint, and in the mean time, and until ſuch direction and appointment to attend and wait upon the freehold and inheritance of the ſaid premiſes *(inter alia)* ſo conveyed and aſſured to the ſaid Sir *J. S.* his heirs and aſſigns, by the ſaid Sir *O. G.* and *A. G.* as aforeſaid, and to protect the ſame from meſne incumbrances: And the ſaid *W. H.* (party hereto) for himſelf, his executors, adminiſtrators and aſſigns, and for every of them, Doth covenant, promiſe and agree, to and with the ſaid ——— his executors, adminiſtrators and aſſigns, by theſe preſents, That neither he the ſaid *W. H.* deceaſed, in his lifetime, or he the ſaid *W. H.* (party, &c.) ſince his deceaſe, have or hath done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the ſaid ſeveral recited indentures of demiſe or mortgage, and the ratification thereof, or either of them, or the ſaid meſſuage or tenement, &c. and all and ſingular other the premiſes herein before recited, or any part or parcel thereof, or their or any of their rights, members and appurtenances thereby granted, bargained, ſold, ratified and confirmed as aforeſaid, are, ſhall, or may be impeached, charged, or incumbered in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

For the reſidue of term.

In truſt to be conveyed, &c.

and to wait on the inheritance in the mean time.

Covenant, that no act has been done to incumber.

*( Pigott. )*

*An Aſſignment of the Benefit of Lights and of a Deed of Covenant, whereby the ſame is granted by the Landlord of adjacent Houſes*

*By Indorſement on the ſaid Deed.*

TO all to whom theſe preſents ſhall come, the within named *F. P.* ſendeth greeting. Whereas by indenture of aſſignment bearing even date with, and executed immediately before this preſent indorſement, and made between the ſaid *F. P.* of the one part, and *W. H.* of, &c. of the other part, (reciting as therein is recited) and in conſideration of the ſum of, &c. therein mentioned, and which has been truly paid to the ſaid *F. P.* by the ſaid *W. H. She* the ſaid *F. P. Hath* aſſigned and ſet over unto the ſaid *W. H.* the within mentioned meſſuage or tenement, with its appurtenances, called the Sugar Loaf, together with the indenture of leaſe thereof, and all her eſtate, &c. To hold to the ſaid *W. H.* his, &c. for the reſidue of a term of fifteen years, by the ſaid indenture of leaſe granted, and now to come therein, as in, &c. relation, &c. And Whereas previous to and before the making of the ſaid aſſignment of the ſaid leaſe and premiſes compriſed therein, it was agreed between the ſaid *F. P.* and *W. H.* that all benefit and advantage whatſoever, touching the enjoyment of the within mentioned ſeveral lights, ſhould be aſſigned to the ſaid *W. H.* in ſuch manner as herein after mentioned: Now theſe indorſed Preſents witneſs, that in purſuance of the ſaid agreement and for the conſideration in the ſaid recited indenture of aſſignment mentioned, ſhe the ſaid *F. P.* Hath aſſigned, transferred and ſet over, and by theſe preſents Doth aſſign, &c. unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns, The within mentioned and granted liberty, benefit and advantage of peaceable poſſeſſion, and of quiet holding and enjoying the ſaid ſeveral lights into the within mentioned ground called New Court, for and during all the reſidue of the within granted time or term of years now to come therein, and that in as full, large and beneficial manner, as all or any of the ſaid lights, now, late or theretofore have been held, uſed and enjoyed by the ſaid *F. P.* or any other occupiers of the ſaid premiſes, called the Sugar Loaf, or as fully and amply, to all intents and purpoſes whatſoever, as ſhe the ſaid *F. P.* her executors or adminiſtrators, by virtue of the within written covenant from the within named *F. S.* could or might have held or enjoyed the ſame in caſe theſe preſents had not been made, together with all benefit and advantage whatſoever to be had or made of the ſame covenant, in caſe of any breach made thereof by the ſaid *F. S.* his heirs or aſſigns. And the ſaid *F. P.* for herſelf, her executors and adminiſtrators, doth hereby covenant with the ſaid *W. H.* his executors, adminiſtrators and aſſigns, that ſhe the ſaid *F. P.* hath not, nor ſhall or will at any time hereafter make, do, commit, or willingly ſuffer any act, matter or thing whatſoever, whereby or by means whereof the ſaid hereby aſſigned premiſes, or any part, benefit or advantage thereof, are or is, or ſhall or may be in any wiſe prejudiced, releaſed or diſcharged in any manner howſoever. In Witneſs, &c.

*( Wood. )*

*An Aſſignment of a Mortgage-Term (by Indorſement on the Mortgage-Deed) to the Truſtee for the Mortgagor, the Money being paid off, and of two Leaſehold Intereſts to the Mortgagor himſelf.*

TO all to whom theſe preſents ſhall come, the within named *Andrew Aring* ſendeth greeting. Whereas there is now due and owing to the ſaid *Andrew Aring* from the within named *David Dunch*, on the ſecurity within written and contained, the ſum of ten thouſand five hundred pounds, and no more. Now know ye, that for and in conſideration of the ſum of ten thouſand five hundred pounds of lawful money of Great Britain to the ſaid *Andrew Aring* in hand well and truly paid by the ſaid *David Dunch*, at or before the ſealing and delivery of theſe preſents, in full diſcharge and ſatisfaction of all monies

Recital of what is due.

The aſſignment, the money being paid.

monies now due and owing to the ſaid *Andrew Aring*, upon the ſaid ſecurity within written and contained, (the receipt and payment whereof he the ſaid *Andrew Aring* doth hereby acknowledge, and thereof, and of every part thereof doth acquit, releaſe and diſcharge the ſaid *David Dunch*, his heirs, executors, adminiſtrators and aſſigns, and every of them, for ever by theſe preſents (which ſaid ſum of ten thouſand five hundred pounds is the ſame ſum of ten thouſand five hundred pounds mentioned to be the conſideration money of one indenture tripartite of releaſe bearing even date herewith, and expreſſed to be made between the ſaid *Andrew Aring* of the firſt part, the within named *Benjamin Berne* and *Charles Crew* of the ſecond part, and the ſaid *David Dunch* of the third part, purporting a conveyance from the ſaid *Benjamin Berne* and *Charles Crew* unto, and to the uſe of the ſaid *David Dunch*, his heirs and aſſigns, of the inheritance of the freehold, manors, meſſuages, lands, tenements and hereditaments within mentioned to be thereby conveyed.) And for and in conſideration of the ſum of five ſhillings of like lawful money to the ſaid *Andrew Aring* in hand paid by *Edward Ellis* of Finchley in the county of Middleſex, Gentleman, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) He the ſaid *Andrew Aring* Hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Doth (at the nomination of the ſaid *David Dunch*,) bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, All and every the within mentioned freehold, manors, meſſuages, farms, lands, tenements and hereditaments whatſoever, comprized or mentioned to be comprized in the ſeveral within mentioned terms of three hundred years, five hundred years, three hundred years and five hundred years reſpectively, or in any of them, with their and every of their appurtenances, And all the eſtate, right, title, intereſt, term and terms for years yet to come and unexpired, truſt, property, claim and demand whatſoever of him the ſaid *Andrew Aring*, of, in, to, or out of the ſame freehold, manors, meſſuages, farms, lands, tenements, hereditaments and premiſes, or any of them, or any part thereof, by virtue of the within written indenture of aſſignment; To have and to hold the ſaid freehold, manors, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſes herein before aſſigned, or mentioned ſo to be, with their and every of their appurtenances, unto the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid ſeveral and reſpective terms of three hundred years, five hundred years, three hundred years and five hundred years therein reſpectively, In Truſt for the ſaid *David Dunch*, his heirs and aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean time to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame premiſes, ſo to him and them conveyed, or mentioned to be conveyed by the ſaid *Benjamin Berne* and *Charles Crew* as aforeſaid, to the end to protect and preſerve the ſame from all meſne charges and incumbrances, if any ſuch there be. And theſe Preſents further witneſs, that for the conſideration aforeſaid, and in conſideration of five ſhillings of like money to the ſaid *Andrew Aring* in hand paid by the ſaid *David Dunch*, at and before the execution of theſe preſents, (the receipt whereof is hereby acknowledged,) He the ſaid *Andrew Aring* Hath bargained, ſold, aſſigned and ſet over, And by theſe preſents Doth bargain, ſell, aſſign and ſet over unto the ſaid *David Dunch*, his executors, adminiſtrators and aſſigns, All and every the leaſehold, parſonage, tithes, meſſuage, lands and hereditaments within comprized in the within mentioned terms of twenty years and twenty years, with their and every of their appurtenances; And alſo all the eſtate, right, title, intereſt, term and terms for years yet to come and unexpired, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Andrew Aring*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the within written indenture, or otherwiſe howſoever; To have and to hold the ſaid parſonage, tithes, meſſuage, lands and premiſes laſt mentioned to be aſſigned, with their appurtenances, unto the ſaid *David Dunch*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid ſeveral terms of twenty years and twenty years therein reſpectively. And the ſaid *Andrew Aring* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Duuch*, his executors, adminiſtrators and aſſigns, that he the ſaid *Andrew Aring* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby, or by means whereof the ſaid manors, meſſuages, farms, parſonage, lands, tenements, tithes, hereditaments and premiſes hereby aſſigned, or mentioned ſo to be, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate or otherwiſe whatſoever. In Witneſs, *&c.*

(with a reference to indenture of releaſe of this date, whereby the inheritance is conveyed)

to a truſtee.

Premiſes.

Habendum.

In truſt.

To attend the inheritance.

The aſſignment of the leaſeholds.

Premiſes.

Habendum.

The aſſignor covenants that he has not incumbered.

(*Horſeman.*)

*Aſſignment of a Mortgage and Bond from one Adminiſtrator of the Mortgagee to the other.*

TO all, *&c. J. P.* of, *&c.* (one of the brothers of the half-blood, and one of the adminiſtrators of *E. S.* late of, *&c.* deceaſed, which ſaid *E. S.* was niece and adminiſtratrix *de bonis non*, with the will annexed, of the within named *A. S.* alſo deceaſed) ſendeth greeting. Whereas the principal ſum of one hundred pounds ſecured by the within written indenture on the meſſuage or tenement, lands and hereditaments, and thereby aſſigned to the ſaid *A. S.* his, *&c.* has not been paid, and the ſame ſum, together with ſome intereſt, now remains due and owing to the ſaid *J. P.* and to *H. P.* of, *&c.* (brother of the ſaid *J. P.* and alſo one other of the brothers of the half-blood, and the other adminiſtrator of the ſaid *E. S.*) by virtue of the ſaid adminiſtration: Now know ye, and theſe Preſents witneſs, that for and in conſideration of, *&c.* to the ſaid *J. P.* in hand paid by the ſaid *H. P.* at, *&c.* the receipt, *&c.* and for divers, *&c.* He the ſaid *J. P.* (by and with the conſent, direction and appointment of the within named *E. W. W. K.* and *M.* his wife, teſtified by their ſigning and ſealing hereof) Hath bargained, *&c.* and by, *&c.* Doth, *&c.* unto the ſaid *H. P.* As well the ſaid meſſuage, *&c.* which in and by the within written indenture were aſſigned or mentioned or intended ſo to be, unto the ſaid *A. S.* his, *&c.* with their and every of their appurtenances, As alſo all the eſtate, *&c.* by virtue of the ſaid within written indenture of aſſignment and letters of adminiſtration, or either of them, or otherwiſe howſoever, together with the ſame indenture and the within recited indentures, and all and every other deeds and writings touching or concerning the ſaid premiſes, which he the ſaid *J. P.* hath in his cuſtody or power; To have and to hold the ſaid meſſuages, *&c.* unto the ſaid *H. P.* his, *&c.* from henceforth

Principal and intereſt due to the aſſignor and aſſignee.

Conſideration.

Aſſignment of mortgage.

Parcels.

Habendum.

forth for and during all the reſt and reſidue of the within granted and aſſigned term of ninety-nine years which is now to come and unexpired; (**Subject nevertheleſs** to ſuch right and equity of redemption, as the perſon or perſons to whom the freehold or inheritance of the ſaid premiſes now or at any time hereafter ſhall lawfully belong or appertain.) **And theſe indorſed Preſents further witneſs**, that for the conſideration aforeſaid, **He** the ſaid *J. P.* **Hath**, and by theſe preſents **Doth** freely, clearly and abſolutely grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *H. P.* **As well** the ſaid principal ſum of one hundred pounds ſecured by the ſaid within written indenture of aſſignment, and all intereſt monies whatſoever now due and to become due for the ſame; **As alſo** the within recited and aſſigned bond or obligation, and all benefit and advantage whatſoever of him the ſaid *J. P.* of, in, to or out of the ſaid hereby aſſigned monies, bond and laſt mentioned premiſes, and every part and parcel thereof, by virtue of the ſaid adminiſtration, and will, or either of them, or otherwiſe howſoever; **To have**, hold, receive, take and enjoy the ſaid principal ſum of one hundred pounds intereſt monies, bond, and all and ſingular other the laſt herein before mentioned and intended to be hereby aſſigned premiſes, unto and to and for the only uſe and benefit of him the ſaid *H. P.* his executors, adminiſtrators and aſſigns, from henceforth, as and for his and their own proper monies, goods and chattels, for evermore; **Together** with full and free liberty and abſolute power and authority for him the ſaid *H. P.* his executors, adminiſtrators and aſſigns, in the name or names of ſuch perſon or perſons, as they the ſaid *J. P.* and *H. P.* ſhould or might by virtue of the within written indenture, adminiſtration, will, or otherwiſe howſoever, to commence any action or ſuit at law or in equity, upon the ſaid hereby aſſigned ſecurities, bond and premiſes ſo aſſigned to the ſaid *A. S.* in manner as aforeſaid, as well for the recovering and receiving of all principal and intereſt monies thereby ſecured and now due, or which ſhall hereafter ariſe and become due thereon, as alſo for the releaſing, diſcharging and aſſigning the ſame, and every part and parcel thereof, and that as fully, effectually and abſolutely to all intents, conſtructions and purpoſes whatſoever, as they the ſaid *J. P.* and *H. P.* jointly, their executors or adminiſtrators, would or might have had, held, received, enjoyed, done or performed the ſame by virtue of their ſaid adminiſtration, or otherwiſe howſoever, in caſe theſe preſents had not been made; or as if the ſaid *J. P.* had been actually preſent and done the ſame jointly with him the ſaid *H. P.* as aforeſaid. **In Witneſs**, *&c.*

Subject, &c.

Aſſignment of the mortgage money and the bond for the ſame.

Habendum,

with power to ſue, &c.

*(Wood.)*

*Aſſignment of ſeveral Exchequer Annuities granted by ſeveral other Acts of Parliament to ſeveral Uſes, taken out of a Marriage Settlement.*

**And whereas** the ſaid *T. G.* purchaſed and is intitled unto two ſeveral annuities or yearly payments, each for fourteen pounds per year, payable for the reſidue of the term of ninety-ſix years, to be reckoned from the 25th of January 1765, out of her Majeſty's treaſury, ariſing by an act of parliament paſſed, *&c.* intitled, An act for granting, *&c.* as by two ſeveral tallies and two ſeveral orders, each bearing date the, *&c.* may appear; **Which** ſaid two annuities of fourteen pounds were formerly purchaſed by the ſaid *T. G.* for the term of his life, purſuant to a former act of parliament: **And whereas** in purſuance of one other act of parliament paſſed in the fourth year of the reign of, *&c.* intitled, An act for granting an additional ſubſidy of tonnage, *&c.* and other uſes therein mentioned, the ſaid *T. G.* did purchaſe, and is intitled unto another annuity or yearly ſum of twenty-five pounds, to be paid quarterly for and during the term of ninety-nine years, to commence from the 25th day of March 1766, as by the ſeveral tallies for the ſame, as alſo by one order bearing date the 9th day of March 1765, may appear: **And whereas** the ſaid *T. G.* did alſo purchaſe and is intitled unto one other annuity or yearly ſum of one hundred pounds, payable to the ſaid *T. G.* for the term of ninety-nine years, to commence from the 25th day of March next before the date of theſe preſents, by quarterly payments, purſuant to an act of parliament paſſed in the ſeventh year of, *&c.* intitled, *&c.* and other uſes herein expreſſed; as by ſeveral tallies and one order for the ſame, bearing date, *&c.* may appear: **Now this Indenture witneſſeth**, that the ſaid *T. G.* for the conſiderations aforeſaid, **Hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Doth** grant, *&c.* unto the ſaid *H. S.* and *J. I.* their executors, *&c.* **The** ſaid ſeveral annuities or yearly ſum of fourteen pounds, and alſo the ſaid other annuities of twenty-five pounds and one hundred pounds, amounting in the whole to the ſum of one hundred and fifty-three pounds *per annum*, and all tally and tallies, order and orders made out for the ſame, and every of them, unto the ſaid *T. G.* his executors, adminiſtrators and aſſigns, for the ſaid ſeveral terms of ninety-ſix years, and the ſaid ſeveral terms of ninety-nine years reſpectively, and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *T. G.* of, in and to the ſaid ſeveral annuities, and every of them, and of, in and to all the ſaid tally and tallies, order and orders for the ſame, and of, in and to all benefit and advantage ariſing or growing due from any or either of them, or out of the ſame, or out of the ſeveral funds appointed for payment of them, every or any of them, by virtue of the ſaid ſeveral recited acts of parliament, or any other act or acts of parliament, or otherwiſe howſoever; **To have and to hold** the ſaid ſeveral annuities of fourteen pounds, and the ſaid annuity of twenty-five pounds, and the ſaid annuity of one hundred pounds, and every of them, and all the ſaid tally and tallies, order and orders, and all and ſingular the laſt mentioned premiſes, unto the ſaid *H. S.* and *J. I.* their executors, *&c.* from henceforth, for and during all the reſt and reſidue of the ſaid two ſeveral terms of ninety-ſix years, and the ſaid two ſeveral terms of ninety-nine years reſpectively yet to come and unexpired. **And it is hereby agreed and declared** by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that the ſaid ſeveral annuities, and the ſaid ſeveral terms for ninety-ſix years, and the ſaid ſeveral terms for ninety-nine years of the ſaid ſeveral annuities, are ſo bargained, ſold, aſſigned and ſet over unto the ſaid *H. S.* and *J. I.* their, *&c.* to, for and upon the truſt and confidence, and to and for the ſeveral uſes, truſts, intents and purpoſes herein after mentioned and expreſſed, (that is to ſay) That they the ſaid *H. S.* and *J. I.* and the ſurvivor of them, his executors and adminiſtrators, ſhall and will permit and ſuffer the ſaid *T. G.* to receive and take to his own uſe and benefit the ſaid ſeveral annuities, until the ſolemnization of the ſaid intended marriage: and from and after the ſolemnization of the ſaid intended marriage, that they ſhall

Recital of the four annuities.

Conſideration.

Aſſignment of them to the two truſtees.

Habendum.

Declaration of the truſts thereof.

To permit the huſband to receive the ſame during his life.

ſhall and will permit and ſuffer the ſaid *T. G.* and his aſſigns during his life, if the ſaid ſeveral terms of ninety-nine years, and the ſaid ſeveral terms of ninety-nine years, ſhall ſo long continue, to receive and take all the ſaid ſeveral annuities to his and their own uſe and benefit; and after the deceaſe of the ſaid *T. G.* that they ſhall and will permit and ſuffer the ſaid *M. R.* and her aſſigns during her natural life, if the ſaid ſeveral terms of ninety-ſix years, and the ſaid ſeveral terms of ninety-nine years, ſhall ſo long continue, to receive and take the ſaid ſeveral annuities or yearly ſums to her and their own uſe and benefit; **Which** ſaid ſeveral annuities or yearly ſums, amounting in the whole to the ſum of one hundred and fifty-three pounds, and the ſaid meſſuages, lands, tenements, hereditaments and premiſes herein before granted and releaſed, and the ſaid lands and tenements ſo to be purchaſed as aforeſaid, and limited to the ſaid *M. R.* for and during her life, are ſo limited to the ſaid *M. R.* for her life in full for her jointure, and for and in lieu, recompence and full ſatisfaction and bar of all dower, right, thirds and title of dower, which the ſaid *M. R.* can or may claim of, in or to any of the manors, lands, tenements and hereditaments whereof the ſaid *T. G.* now is or at any time or times hereafter ſhall or may be ſeiſed of any eſtate of inheritance during the coverture between them: **And** from and after the deceaſe of the ſurvivor of them the ſaid *T. G.* and *M. R.* his intended wife, **Upon this further Truſt**, in caſe at the time of the deceaſe of ſuch ſurvivor there ſhall be an heir male of the body of the ſaid *T. G.* on the body of the ſaid *M. R.* begotten, capable of taking lands from them by way of deſcent, who ſhall have attained his age of twenty one years; that then they the ſaid *H. S.* and *J. I.* or the ſurvivor of them, his executors or adminiſtrators, ſhall and do aſſign and ſet over the ſaid ſeveral annuities or yearly ſums, amounting to the ſaid ſum of one hundred and fifty-three pounds *per annum*, and the ſeveral reſidues of the ſaid ſeveral terms of ninety-ſix years and ninety-nine years (which the ſame annuities or yearly ſums were granted as aforeſaid) unto and to the uſe of ſuch heir male, his executors, adminiſtrators and aſſigns. **But** in caſe at the time of the deceaſe of the ſurvivor of them the ſaid *T. G.* and *M. R.* there ſhall be any iſſue male of the body of the ſaid *T. G.* on the body of the ſaid *M. R.* begotten, born or to be born, that ſhall be capable of taking lands from them by way of deſcent, and no ſuch iſſue male ſhall then have attained his age of twenty-one years; **Then upon Truſt** to permit and ſuffer ſuch iſſue male, who for the time being ſhall be the heir male of the body of the ſaid *T. G.* on the body of the ſaid *M. R.* begotten, capable of taking lands from them by way of deſcent, from time to time to receive and take, to and for his own uſe and benefit, the ſame annuities or yearly ſums, until ſome heir male of the body of the ſaid *T. G.* on the body of the ſaid *M. R.* begotten, capable of taking lands from them by way of deſcent, ſhall have attained his age of twenty-one years: **And then upon this further Truſt**, that they the ſaid *H. S.* and *J. I.* or the ſurvivor of them, his executors or adminiſtrators, ſhall and do aſſign and ſet over the ſaid ſeveral annuities or yearly ſums, and the then reſidue of the ſaid ſeveral terms thereof reſpectively granted as aforeſaid, unto and to the uſe of ſuch heir male, his executors, adminiſtrators and aſſigns; **And** in caſe at the time of the deceaſe of the ſurvivor of them the ſaid *T. G.* and *M. R.* there ſhall be no iſſue male of their two bodies begotten, or there being ſuch iſſue male, all of them ſhall die before any of them ſhall attain the age of twenty-one years, then and in either of the ſame caſes, **Upon this further Truſt** and confidence, that they the ſaid *H. S.* and *J. I.* and the ſurvivor of them, his executors and adminiſtrators, ſhall aſſign over all his and their eſtate and intereſt of, in and to the ſaid ſeveral annuities, and the reſidue of the ſaid ſeveral terms of ninety-ſix years, and the ſaid ſeveral terms of ninety-nine years, then to come and unexpired of the ſaid ſeveral annuities, unto the executors, adminiſtrators and aſſigns of the ſaid *T. G.* and to, for, and upon no other truſt, intent or purpoſe whatſoever.

The like to his intended wife;

which, together with the meſſuages, &c. before releaſed, and others to be purchaſed, are declared to be in full for her jointure, &c.

And after both their deaths, in truſt for their eldeſt ſon, capable of taking lands by deſcent, to be aſſigned to him at the age of 21.

And in the mean time ſuch heirs male to receive the ſaid annuities.

If no ſuch iſſue male, or in caſe of their death before 21.

then in truſt for the executors, of the huſband.

## *An Aſſignment of Lottery Tickets and Orders as Security for Money due on a Bond.*

**This Indenture**, made, *&c.* **Between** *T. M.* of, *&c.* of the one part, and *J. P.* of, *&c.* of the other part. **Whereas** in and by one bond or obligation bearing even date herewith, the ſaid *T. M.* ſtands bound unto the ſaid *J. P.* in the penal ſum of four hundred pounds conditioned to be void upon payment of two hundred and ſix pounds upon the 27th day of October now next enſuing: **And whereas** the ſaid *T. M.* is intitled to twenty-four lottery tickets, made out purſuant to an Act of Parliament for laying ſeveral duties on, *&c.* for raiſing the ſum of, *&c.* by way of lottery, towards his Majeſty's ſupply, which twenty-four lottery tickets are numbered as followes, *viz.* No. 29,688, *&c.* and have been entered (as the ſaid *T. M.* affirms) at his Majeſty's Exchequer, or elſewhere, to the intent that one or more order or orders may or might be made out in the name of the ſaid *T. M.* and delivered as uſual upon delivering up of the ſaid twenty-four lottery tickets; and by virtue of the ſame lottery tickets, (ſome whereof are benefits) or of the order or orders made out, or to be made out, for or in lieu thereof, there is or will be due three hundred pounds principal money; **Now this Indenture witneſſeth**, That for the further and better ſecuring the payment of the ſaid ſum of two hundred and ſix pounds, according to the condition of the ſaid recited obligation, and for and in conſideration of the ſum of five ſhillings of lawful money to the ſaid *T. M.* in hand paid by the ſaid *J. P.* at, *&c.* the receipt, *&c.* **He** the ſaid *T. M.* **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth** bargain, *&c.* unto the ſaid *J. P.* his executors, adminiſtrators and aſſigns, **The** ſaid twenty-four lottery tickets, and alſo the order or orders made out, or to be made out, for or in lieu thereof, and all principal and intereſt monies due and to be due upon or by virtue of the ſame tickets, order or orders, and all the eſtate, right and intereſt of the ſaid *T. M.* of, in and to the ſame: **To have and to hold** the ſaid tickets, order and orders, monies and premiſes intended to be hereby aſſigned, unto the ſaid *J. P.* his executors, adminiſtrators and aſſigns, as his and their own goods and chattels. **Provided always**, and theſe preſents are upon this condition, that if the ſaid ſaid *T. M.* his, *&c.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. P.* his, *&c.* the ſum of two hundred and ſix pounds, upon the ſaid day in the condition of the ſaid obligation mentioned for payment thereof, then the aſſignment hereby made ſhall ceaſe and be void; and then and in ſuch caſe the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſhall and will deliver up the ſaid tickets, or the order or orders to be taken out for or in lieu of the ſame, unto the ſaid *T. M.* his, *&c.* **Provided** the ſaid tickets, order or orders, be not deſtroyed by fire or other inevitable accidents, and ſhall and will be accountable to the ſaid *T. M.* his executors or adminiſtrators, for ſuch intereſt monies as he the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſhall have received in the mean time. **Provided**, and the ſaid *T. M.* doth hereby covenant, declare and agree, to and with the ſaid *J. P.* his executors, adminiſtrators and aſ-

*T. M.* indebted to *J. P.*

*T. M.* intitled to lottery tickets.

Conſideration.

Aſſignment.

Habendum.

Proviſo that if the bond be paid, the tickets to be delivered up.

Proviſo that if default be made

ſigns,

ſigns, that if default ſhall be made of or in payment of the ſaid ſum of two hundred and ſix pounds or any part thereof, contrary to the true intent and meaning of the condition of the ſaid obligation; then and at any time after ſuch failure of payment, it ſhall and may be lawful to and for the ſaid *J. P.* his executors, adminiſtrators or aſſigns, after two months notice in writing, that he or they would receive or take in his principal money and intereſt, to be left at the now dwelling-houſe of the ſaid *T. M.* in ——— and on non-payment thereof, according to ſuch notice, to ſell, aſſign and abſolutely diſpoſe of the ſaid tickets, or order or orders made out, or to be made out as aforeſaid, and premiſes, for the beſt price that he or they can get for the ſame upon the Royal Exchange in London, and apply the monies ariſing thereby for or towards the payment of the ſaid two hundred and ſix pounds and intereſt, rendering and paying the overplus (if any) to the ſaid *T. M.* his executors or adminiſtrators, upon demand: And the better to enable the ſaid *J. P.* to ſell and diſpoſe of the premiſes hereby aſſigned, or mentioned to be aſſigned as aforeſaid, in caſe ſuch default as aforeſaid ſhall be made in payment of the ſaid two hundred and ſix pounds, and ſuch notice of ſale of the ſaid premiſes ſhall be given as aforeſaid, he the ſaid *T. M.* doth hereby make and ordain the ſaid *J. P.* his executors and adminiſtrators, the lawful attorney and attornies of him the ſaid *T. M.* in his name or otherwiſe, to aſſign over to any perſon or perſons the ſaid order or orders, by indorſement or otherwiſe, and to ſet the hand, or hand and ſeal of the ſaid *T. M.* to ſuch aſſignment, and for him the ſaid *T. M.* and in his name to ſeal and deliver the ſame. In Witneſs, &c.

in payment, the aſſignee, after notice, &c. may ſell the tickets, &c.

Letter of attorney impowering him to do the ſame.

*(Wood)*

*An abſolute Aſſignment of a Lottery Order by Indorſement.*

*Tenth Lottery Order, 1771.*

I The within named *A. B.* do hereby aſſign and transfer all my right, title and intereſt in and to the within written order and monies thereby ſecured, unto *C. D.* his executors, adminiſtrators and aſſigns, this 30th of May 1774.

Witneſſes.

*An Aſſignment of two annual Sums to be paid out of the Rents of ſeveral Eſtates for the Life of the Aſſignor, in Truſt to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Aſſignor ſhall not be arreſted, with a Proviſo in caſe of his Death,* &c.

Intitled to ſeveral manors, &c.

In debt.

Agreement with creditors.

Aſſignment of four hundred pounds per annum and two hundred pounds per annum out of the rents of the ſaid eſtates till the debts ſatisfied.

Direction to the tenants to pay to the truſtees.

Covenant to make any further aſſignment, &c.

WHEREAS the Right Honourable *W.* Earl of I. of the Kingdom of Ireland, is and ſtandeth ſeiſed of and in the manors of C. and T. in the county of B. and of and in divers meſſuages, lands and tenements, ſituate in C. and T. aforeſaid, of the yearly value of eight hundred pounds or thereabouts, for the term of his natural life, and ſubject to a charge of the principal ſum of five thouſand pounds: And whereas the ſaid Earl is alſo intitled for the term of his natural life to the barony or manor of R. in the county of C. and Kingdom of Ireland aforeſaid, and to ſundry lands and tenements in the ſaid county of C. of a conſiderable yearly value, ſubject to a rent-charge of eight hundred pounds *per annum* being the jointure of his mother, the Right Honourable *M.* Counteſs Dowager of I. And whereas the ſaid Earl is indebted to the ſeveral perſons executing theſe preſents, in the ſeveral and reſpective ſums in the ſchedule hereunder written, and they have come to an abſolute agreement with him the ſaid Earl to take and receive the ſaid ſeveral and reſpective ſums of money ſo due to them in the manner and proportions herein after particularly mentioned and expreſſed; In conſideration whereof it is hereby concluded, covenanted and agreed upon by and between the ſaid Earl, and all the parties ſigning and ſealing theſe preſents, in manner following; (that is to ſay) That the ſaid Earl ſhall and will aſſign and ſet over, and the ſaid Earl doth hereby aſſign and ſet over to Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* (being truſtees appointed for the ſaid creditors) the ſum of four hundred pounds per annum, to be iſſued and paid out of the ſaid manors of T. and C. and alſo the further ſum of two thouſand *per annum*, to be iſſuing and paid out of the barony and lands in the county of C. after the death of the ſaid Counteſs Dowager of I. his mother, for and during the natural life of the ſaid Earl, the ſaid yearly ſum of four hundred pounds, and two hundred pounds reſpectively to be paid, clear of all taxes, charges and deductions whatſoever, unto the ſaid Sir *T. S. T. B. J. M.* and *N. P.* on Michaelmas-day, and Lady-day in every year, by equal half-yearly payment; the firſt of which half-yearly payments, as to the ſaid four hundred pounds *per annum*, to be iſſuing and paid out of the rents of the ſaid manors of T. and C. to commence and to be paid out of the rents of the ſaid manors which ſhall become due on Michaelmas-day next, and the firſt of the ſaid half-yearly payments of the ſaid two hundred pounds *per annum*, out of the eſtate in *C.* to begin on ſuch of the ſaid Feaſt-days as ſhall next happen after the death of the ſaid Counteſs Dowager of *J.* and the ſaid ſeveral payments to continue during the natural life of the ſaid Earl, for and during and until ſuch time as all the ſaid creditors ſhall be fully paid and ſatisfied their reſpective debts, in proportion according to the ſeveral ſums of money due to them reſpectively, and the ſaid half-yearly payments of the ſaid ſum of four hundred pounds and two hundred pounds reſpectively, to be by them the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* when and as the ſame ſhall be by them received (after all their reaſonable charges firſt deducted) applied and paid to all the ſaid other creditors executing theſe preſents, in equal proportions according to the quantum of their ſaid reſpective debts hereunder mentioned. And the ſaid Earl doth hereby, for himſelf and his aſſigns, appoint and direct all and every the ſaid tenants and leſſees at C. and T. aforeſaid to pay or cauſe to be paid their ſeveral and reſpective rents unto the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* until they ſhall have received the full ſum of two hundred pounds *per annum* to be paid reſpectively as aforeſaid: and doth further covenant and agree to and with the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* their executors and adminiſtrators, that he the ſaid Earl ſhall and

and will, at or upon the reaſonable requeſt in writing of the major part of his ſaid creditors ſigning and ſealing theſe preſents, well and ſufficiently grant and aſſign any other manor, as counſel ſhall adviſe, unto the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* and their aſſigns, the ſaid reſpective ſums of four hundred and two hundred pounds per annum to be paid out of the ſaid reſpective manors and lands as aforeſaid until all the ſaid ſeveral and reſpective debts ſhall be fully paid and ſatisfied: **In conſideration** of which ſaid aſſignment by him the ſaid Earl made of the ſaid yearly ſum of four hundred pounds out of the ſaid eſtate in B. and out of the ſaid yearly ſum of two hundred pounds ſo made by the ſaid Earl out of his B. eſtate, payable in manner aforeſaid, to the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* their executors, admininiſtrators and aſſigns, upon the truſts, intents and purpoſes aforeſaid, they the ſaid ſeveral and reſpective parties being creditors of the ſaid Earl ſigning and ſealing thereof, and each and every of them for him and herſelf, and for his and her reſpective executors and adminiſtrators, do hereby ſeverally and jointly covenant and agree with the ſaid Earl, his executors and adminiſtrators in manner following, (to wit) That they the ſaid creditors, and each and every of them, for his and her part, ſhall and will accept and take the ſaid yearly ſums of four hundred pounds and two hundred pounds ſo to be aſſigned and paid in manner as aforeſaid, for and towards the diſcharge of their ſaid reſpective debts under written, and now due to them from the ſaid Earl, and in ſatisfaction thereof, during the life of the ſaid Earl, and that they the ſaid creditors, or any or either of them, their reſpective executors or adminiſtrators, ſhall not, nor will at any time from henceforth next enſuing, arreſt, ſue or trouble, attach or moleſt, either the ſaid Earl or any of his goods and chattels whatſoever, for or on account of their ſaid reſpective debts now due to them as aforeſaid. **Provided always**, that it ſhall be lawful for the ſaid ſeveral and reſpective creditors, in caſe of the death of the ſaid Earl, to demand, ſue for and recover their ſeveral and reſpective debts, which ſhall then remain due and unpaid to them reſpectively, forth and out of his the ſaid Earl's aſſets or perſonal eſtate which ſhall be left him at his deceaſe; **And the ſaid** *W.* Earl of I. doth hereby make, conſtitute and appoint the ſaid Sir *T. S. T. B. J. M.* and *N. P.* his lawful attornies, irrevocable in his name and ſtead, but to the proper uſe and behoof of his ſaid creditors ſigning and ſealing theſe preſents, and in truſt for them to demand, recover and receive, of and from his ſaid tenants and leſſees of the manors of *C. T.* and *R.* the ſaid ſeveral and reſpective ſums of four hundred pounds and two hundred pounds per annum, from time to time as the ſame ſhall reſpectively come due and payable to them by virtue of theſe preſents, until all the ſaid reſpective debts and ſums of money hereunder written ſhall be fully ſatisfied, diſcharged and paid; and the ſaid Earl doth hereby give and grant unto the ſaid Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* full power and authority to acquit, releaſe and diſcharge the ſaid tenants of and for the ſaid ſeveral and reſpective ſums of four hundred pounds and two hundred pounds per annum, and alſo in his name to ſue for and recover the ſaid ſeveral ſums reſpectively, when and ſo often as the ſame ſhall become due and payable, in caſe of non-payment or failure in payment thereof, according to the true intent and meaning of theſe preſents. **In Witneſs**, &c.

The creditors covenant to accept this aſſignment.

and not to ſue the aſſignor. Proviſo in caſe of his death.

Letter of Attorney to receive the rents till the debts paid.

*Aſſignment of a Mortgage from a Huſband and his Wife, who is one of the Adminiſtratrixes of her her Mother (the Mortgagee) to the other Adminiſtratrix, of their Moiety of the Premiſes.*

**THIS Indenture** made, *&c.* **Between** *W. M.* of ———, and *M.* his wife, one of the daughters and co-adminiſtratrix of the goods and chattels of *M. S.* late of ———, widow, deceaſed, of the one part, and *E. S.* the other daughter and co-adminiſtratrix of the goods and chattels of the ſaid *M. S.* of the other part. **Whereas**, &c. *(Recital of a mortgage by demiſe to* M. S.) **Which** laſt mentioned ſum of ——— or any part thereof, was not paid to any perſon or perſons whatſoever, unto the ſaid *M. S.* in her life-time, nor to the ſaid *W. M.* and *M.* his wife, and *E. S.* or any of them ſince her death, and yet remaineth unpaid; by reaſon and means whereof the ſaid ſeveral parcels of land, and other the premiſes before recited, became forfeited unto the ſaid *W. M.* and *M.* his wife, and the ſaid *E. S.* as co-adminiſtratrixes of the goods and chattels late of the ſaid *M. S.* deceaſed; and the ſaid recited indenture of demiſe for ——— years, became abſolute unto the ſaid *W. M.* and *M.* his wife, and *E. S.* their and every of their executors, adminiſtrators and aſſigns; **And whereas** the ſaid *W. M.* and *M.* his wife, being willing to ſell and diſpoſe of their moiety or half-part of the ſaid lands and premiſes in the ſaid recited indenture for —— years, unto the ſaid *E. S.* the ſaid other adminiſtratrix, for a valuable conſideration of lawful money of Great Britain herein after mentioned: **Now this Indenture witneſſeth**, that the ſaid *W. M.* and *M.* his wife, for and in conſideration of the ſum of ——— to them or one of them, in hand, *&c.* the receipt, *&c.* **Have** granted, bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* **Do** fully, freely and abſolutely grant, *&c.* unto the ſaid *E. S.* her executors, adminiſtrators or aſſigns, **All** that their, and either of their moiety or half-part, as well of and in the ſaid ſeveral and reſpective lands afore mentioned and recited, and all other the ſaid premiſes with the appurtenances whatſoever, in and by the ſaid recited indenture of demiſe granted unto the ſaid *M. S.* her executors, adminiſtrators and aſſigns, as aforeſaid; and alſo all the eſtate, *&c.* which they the ſaid *W. M.* and *M.* his wife, or either of them, their or either of their executors, adminiſtrators or aſſigns, now have, may, might, ſhould or ought to have or claim, of, in or to the ſaid moiety or half-part of the ſaid ſeveral and reſpective lands and premiſes afore mentioned, with their and every of their appurtenances, and every part and parcel thereof, by virtue and force of the ſaid indenture of mortgage above recited, or any thing in it contained or mentioned, or by any other ways or means whatſoever, together with the ſaid indenture of demiſe and mortgage afore mentioned, and all and every other writings, eſcripts, miniments, touching or concerning the ſame: **To have and to hold** the ſaid ſeveral and reſpective lands and premiſes, with their and every of their appurtenances in the ſaid indenture of demiſe mentioned and expreſſed, and all the eſtate, *&c.* intereſt and term of years yet to come and unexpired in the ſaid indenture of demiſe for ——— years contained, and the ſaid indenture of demiſe, and all other the premiſes before by theſe preſents granted, bargained, ſold, aſſigned and ſet over, as herein or hereby meant, or mentioned or intended to be granted, *&c.* with their and every of their appurtenances, and every part and parcel thereof, unto the ſaid *E. S.* her executors, adminiſtrators and aſſigns, during the remainder of the term of ——— years yet to come and unexpired in the ſaid indenture of leaſe, to her and their own proper uſe and uſes and behoofs, in as large, ample and beneficial a manner, to all intents, conſtructions and purpoſes, as they the ſaid *W. M.*

*W. M.* and *M.* his wife, or either of them, now have or ſhall have, or in any wiſe might have and enjoy, by force and virtue of the ſaid indenture of mortgage aforeſaid, or any thing in it contained, mentioned or expreſſed, or otherwiſe howſoever. (*Covenants, free from incumbrances, except rents and ſervices to the Chief Lord, for further aſſurances.* Vide Tit. Covenant.) In Witneſs, &c.

*Aſſignment (by Indorſement) of a Term of Years being kept on Foot for ſecuring and keeping of meſne Incumbrances, if any be.*

TO all to whom theſe preſents ſhall come, The within named *C. K.* the ſon, *C. S.* ſon and heir, and alſo executor of the laſt will and teſtament of the within named *J. S.* deceaſed, the within named Sir *J. R. F. M.* of, *&c.* Eſquire, and *A. B.* of, *&c.* Gentleman, *ſend greeting*; Whereas the ſaid *F. M.* hath, (at the requeſt and deſire of the ſaid *C. K.* the ſon, teſtified by his being party to, and ſigning and ſealing theſe preſents) paid to the ſaid *C. S.* executor of the within named *J. S.* the within mentioned principal ſum of one thouſand three hundred pounds and all intereſt due for the ſame to the day of the date of theſe preſents, being paid by the ſaid *C. K.* party to theſe preſents, Now know ye, that for the conſideration aforeſaid, and for and in conſideration of the ſum of five ſhillings a-piece to the ſaid *C. K.* party to theſe preſents, *C. S.* and Sir *J. R.* in hand reſpectively paid by the ſaid *A. B.* at or before the ſealing and delivery of theſe preſents, (the reſpective receipts whereof are hereby acknowledged) And for other good cauſes and conſiderations hereunto eſpecially moving, He the ſaid Sir *J. R.* (at the requeſt of the ſaid *C. K.* party to theſe preſents, and by the direction of the ſaid *C. S.* and at the nomination of the ſaid *F. M.* teſtified by their ſigning and ſealing theſe preſents) hath bargained, ſold, aſſigned, ſet over, and transferred; and the ſaid *C. K.* party to theſe preſents, hath ratified and confirmed; And by theſe preſents the ſaid Sir *J. K.* doth bargain, ſell, aſſign, ſet over, and transfer; and the ſaid *C. K.* (party to theſe preſents) doth ratify and confirm unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, All and every the meſſuages or tenements, lands, hereditaments and premiſes, in and by the within written indenture aſſigned, to the ſaid Sir *J. R.* for the reſidue of the within mentioned term of five hundred years, And all the eſtate, right, title, intereſt, truſt, term and terms for years, property, claim and demand of the ſaid Sir *J. R.* in and to the ſame; To have and to hold the ſaid meſſuages or tenements, lands, hereditaments, And all and ſingular other the premiſes, with their appurtenances, unto the ſaid *A. B.* his adminiſtrators and aſſigns, from henceforth for and during all the reſt, reſidue and remainder of the within mentioned term of five hundred years yet to come and unexpired; In truſt for the ſaid *F. M.* his executors, adminiſtrators and aſſigns, Subject nevertheleſs to the redemption of the ſaid *C. K.* party to the ſaid preſents, on payment of ſuch ſum or ſums of money, at ſuch times, place, and in manner, as in a certain indenture of releaſe, bearing equal date herewith, and made or mentioned to be made between *A. B.* is mentioned and expreſſed; And the ſaid Sir *J. R.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, that he the ſaid Sir *J. R.* hath not at any time heretofore wittingly or willingly done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the ſaid premiſes hereby aſſigned are, or may be impeached or incumbered in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

Recital that mortgage money is paid off. Conſideration.

Aſſignment and ratification.

Premiſes.

Habendum for reſidue of term.

In truſt, ſubject to redemption.

Covenant that no act has been done to incumber.

(*Pigot.*)

*Aſſignment of three Exchequer Orders as a Collateral Security for the Payment of Money on two Bonds.*

THIS Indenture Tripartite, made, *&c.* Between Sir *F. S.* Baronet, of, *&c.* of the firſt part, the Right Honourable Sir *S. D.* Knight, Lord Mayor of the City of London, of the ſecond part, and Sir *F. D.* of London, Knight, of the third part. Whereas in and by one bond or obligation bearing even date with theſe preſents, the ſaid Sir *F. D.* ſtands bound unto the ſaid Sir *F. S.* in the penal ſum of ſix thouſand pounds, conditioned for the payment of the ſum of three thouſand pounds of, *&c.* unto the ſaid Sir *F. S.* his, *&c.* upon the, *&c.* And in and by one other bond or obligation alſo bearing even date with theſe preſents, the ſaid Sir *F. D.* ſtands alſo bound unto the ſaid Sir *F. S.* in the like penal ſum of ſix thouſand pounds, conditioned for the payment of the ſum of three thouſand pounds of, *&c.* unto the ſaid Sir *F. S.* his, *&c.* upon the, *&c.* And whereas by three ſeveral orders ſeverally dated, *&c.* and ſeverally ſigned by the Lord *G.* Sir *S. F.* Knight, and *J. S.* Eſquire, then three of his ſaid Majeſty's Lords Commiſſioners of his Treaſury, for payment of three ſeveral ſums of two thouſand pounds, two thouſand pounds, and two thouſand pounds, unto *R.* Earl R. or his aſſigns, in repayment of the like ſeveral ſums by him lent unto his ſaid then Majeſty, upon the credit of the Exchequer, by virtue of a then late act of parliament, intitled, An Act for granting, *&c.* for carrying on the war againſt France, as by three ſeveral tallies, ſeverally bearing date the ſame day, appear, together with intereſt for the ſame after the rate of ſeven pounds *per cent. per annum*, until repayment of the principal, which ſaid three ſeveral orders are ſeverally numbered, regiſtered and payable as followeth, that is to ſay, one numbered five hundred and fifty-four, regiſtered and payable after three hundred and forty-ſix thouſand nine hundred and two pounds five ſhillings and ſixpence; another numbered five hundred and fifty-five, and regiſtered and payable after three hundred and forty-eight thouſand nine hundred and two pounds five ſhillings and ſixpence; and the other numbered five hundred and fifty-ſix, and regiſtered and payable after three hundred and fifty thouſand nine hundred and two pounds five ſhillings and ſixpence, and all intereſt due upon the three ſeveral orders to the fifth day of September laſt paſt before the date hereof hath been paid and diſcharged, as by the ſaid three ſeveral orders and tallies, relation being thereunto had, more fully may appear: And whereas by three ſeveral indorſements reſpectively made upon the ſaid three ſeveral orders, the ſaid *R.* Earl R. *Hath* aſſigned and transferred all his right, title and intereſt of the ſame three ſeveral orders, unto the ſaid Sir *S. D.* Now this Indenture witneſſeth, that the ſaid Sir

Recitals. A bond from Sir F. D. to Sir F. S. Another.

Three exchequer orders to R. Earl of R.

Indorſed to Sir S. D. who declares them in truſt for Sir S. D.

*S. D.* doth by theſe preſents acknowledge and declare, that his name was uſed in the ſaid three ſeveral indorſements, in truſt only for the ſaid Sir *F. D.* his executors and adminiſtrators; and that the monies paid to the ſaid *R.* Earl of R. upon his aſſigning the ſaid orders to the ſaid Sir *S. D.* as aforeſaid, were the proper monies of the ſaid Sir *F. D.* and paid by him to the ſaid Earl: **And this Indenture further witneſſeth,** that the ſaid Sir *F. D.* **hath** aſſigned and delivered the three ſeveral orders and the three tallies in the ſame orders reſpectively mentioned, unto the ſaid Sir *F. D.* to the intent and purpoſe that the ſame orders and tallies ſhall remain and be kept in the hands and poſſeſſion of the ſaid Sir *F. S.* his executors or adminiſtrators, as and for a pledge and ſecurity for the true payment of the ſaid two ſeveral ſums of three thouſand pounds and three thouſand pounds unto the ſaid Sir *F. S.* his executors, adminiſtrators or aſſigns, upon the ſaid three ſeveral days of payment thereof, according to the ſeveral conditions of the ſaid recited bonds, with full liberty and authority for the ſaid Sir *F. S.* his executors or adminiſtrators, to ſell or diſpoſe of the ſaid orders and tallies in caſe the ſaid two ſeveral ſums of three thouſand pounds and three thouſand pounds ſhall not be paid according to the conditions of the ſaid bond, and by and with the monies ariſing by ſuch ſale and diſpoſition to ſatisfy him or themſelves ſo much of the ſaid two ſeveral ſums of three thouſand pounds and three thouſand pounds as ſhall be unpaid according to the conditions of the ſaid bonds; he and they paying the overplus to the ſaid Sir *F. D.* his executors or adminiſtrators. **And this Indenture alſo further witneſſeth,** that the ſaid Sir *F. S.* for himſelf, his heirs, executors and adminiſtrators, doth covenant and agree to and with the ſaid Sir *F. D.* his executors and adminiſtrators, by theſe preſents, in manner following, that is to ſay, that he the ſaid Sir *F. S.* his executors or adminiſtrators (in caſe the ſaid ſum of three thouſand pounds mentioned in the condition of the ſaid firſt recited bond, ſhall be paid unto him or them upon the ſaid day in the ſame condition mentioned for payment thereof) ſhall and will upon ſuch payment deliver into the hands of the ſaid Sir *F. D.* or of his executors or adminiſtrators, the ſaid order, numbered five hundred and fifty-four, undefaced, (inevitable accidents excepted;) **And alſo,** that he the ſaid Sir *F. S.* his executors or adminiſtrators, (in caſe the ſaid ſum of three thouſand pounds, mentioned in the condition of the ſaid laſt recited bond, ſhall be paid unto him or them upon the ſaid day, in the ſame condition mentioned for payment thereof) ſhall and will upon ſuch payment deliver into the hands of the ſaid Sir *F. D.* or of his executors or adminiſtrators, the ſaid two orders, ſeverally numbered five hundred and fifty-five, and five hundred and fifty-ſix, as aforeſaid, undefaced, (inevitable accidents alſo excepted.) **And further,** that he the ſaid Sir *F. S.* his executors and adminiſtrators, until default ſhall be made of or in payment of the ſaid ſeveral ſums of three thouſand pounds and three thouſand pounds, or of one of them, or of ſome part thereof, contrary to the true meaning of the ſeveral conditions of the ſaid ſeveral bonds, ſhall and will from time to time permit and ſuffer the ſaid Sir *F. D.* his executors, adminiſtrators and aſſigns, to receive and take to his and their own uſe the intereſt of the ſaid three ſeveral principal ſums of two thouſand pounds, two thouſand pounds, and two thouſand pounds, as the ſame intereſt ſhall grow due and be payable; **And alſo,** that in order to ſuch receipts of intereſt, he the ſaid Sir *F. S.* his executors and adminiſtrators, ſhall and will, at the requeſt of the ſaid Sir *F. D.* his executors, adminiſtrators or aſſigns, from time to time cauſe the ſaid ſeveral orders to be left at her Majeſty's receipt of Exchequer, or elſewhere, for directing the payment of the intereſt of the ſaid principal ſums mentioned in the ſaid orders, as is uſual in ſuch caſes. **In Witneſs,** *&c.*

Sir F. D. aſſigns the orders to Sir F. S. as a pledge for ſecuring the payment of the bonds.

Sir F. S. covenants that on payment of the firſt bond he will deliver up one of the orders,

and the other two on payment of the ſecond bond;

and permit Sir F. D. to receive intereſt of the order till default of paying the bond,

and produce the orders for that purpoſe.

## *An Aſſignment of a Term from a Mortgagee to a Truſtee, to prevent a Merger of the Term in the Inheritance, indorſed on the Mortgage.*

**To all to whom,** *&c.* the within named *H. S.* ſendeth greeting. **Whereas** the within named *J. E.* made default in payment of the within mentioned principal ſum of one hundred and thirty pounds, and intereſt ſecured by the within written indenture to the ſaid *H. S.* whereby the eſtate and intereſt of him the ſaid *H. S.* of and in the within demiſed and aſſigned meſſuage or tenement, lands, hereditaments and premiſes, is now in law become abſolute for the reſidue of the within granted term of one thouſand years: **And whereas** there is now juſtly due and owing from the ſaid *J. E.* to the ſaid *H. S.* for principal and intereſt monies, on account of and by virtue of the within written ſecurities, in the whole the full ſum of ——— or thereabouts: **And whereas** the ſaid *H. S.* hath contracted and agreed with the ſaid *J. E.* for the abſolute purchaſe of the fee-ſimple and inheritance of the ſaid meſſuage or tenements, lands, hereditaments and premiſes, and of all his the ſaid *J. E.*'s eſtate, right, title, intereſt, equity and benefit of redemption, of, in, and to the ſame premiſes, for the further ſum of ——— pounds. **And whereas,** previous to and before the conveying of the ſaid premiſes unto the ſaid *H. S. It was agreed* that the ſaid term of one thouſand years of and in the ſaid premiſes, ſhould not be merged; and that the now reſidue of the ſaid term, and the premiſes compriſed therein, ſhould be by them the ſaid *H. S.* and *J. E.* aſſigned and ratified unto *A. B.* in truſt for the ſaid *H. S. To the intent* to protect the inheritance of the ſaid premiſes from and againſt all meſne incumbrances, in ſuch manner as herein after is mentioned: **And whereas** by indentures of leaſe and releaſe already prepared, and intended to bear date reſpectively the ——— and ——— days of this inſtant July, and both made or mentioned to be made between the ſaid *J. E.* of the one part, and the ſaid *H. S.* of the other part, whereby (after reciting as in the ſaid indenture of releaſe is recited, and for the conſiderations therein mentioned) the fee-ſimple and inheritance of the ſaid mortgaged hereditaments and premiſes, are by the ſaid *J. E.* intended to be abſolutely granted and conveyed unto and to the uſe of the ſaid *H. S.* his heirs and aſſigns for ever: **Now know ye, and theſe indorſed Preſents witneſs,** that in conſideration of ——— pounds ſo now due from the ſaid *J. E.* to the ſaid *H. S.* as aforeſaid, and alſo for and in conſideration of the ſaid further ſum of ——— pounds of, *&c.* to the ſaid *J. E.* in hand, *&c.* at, *&c.* the receipt, *&c.* and alſo for and in conſideration of the ſum of five ſhillings of like money to them the ſaid *H. S.* and *J. E.* in hand paid by the ſaid *A. B.* at, *&c.* **He** the ſaid *H. S.* by and with the conſent, direction, nomination and appointment of the ſaid *J. E.* teſtified by his ſealing and executing thereof, **hath** aſſigned, transferred and ſet over, and by, *&c.* **Doth,** *&c.* and the ſaid *T. E.* **hath** and by theſe preſents **Doth** ratify and confirm unto the ſaid *A. B.* **The** within mentioned meſſuage, *&c.* which in and by the within recited indenture of mortgage were by him the ſaid *J. E.* demiſed to the within named *R. W.* and which by the within written indenture were

Recitals.

Default in payment of mortgage money.

What due for principal and intereſt.

Mortgagee has agreed with mortgagor for abſolute purchaſe.

Agreement that the term ſhould not be merged.

Conveyance of the inheritance prepared.

Conſideration.

Aſſignment and confirmation.

Parcels.

were aſſigned unto the ſaid *H. S.* or mentioned or intended ſo to be, with their appurtenances, and all their eſtate, right, title, intereſt, term of years to come, reverſion, benefit, property, claim and demand whatſoever of them the ſaid *H. S.* and *J. E.* or either of them, of, in, to, or out of the hereby aſſigned premiſes, and every part and parcel thereof, by virtue of the ſaid indenture of demiſe, and the within written indenture of aſſignment, or either of them, or otherwiſe howſoever; **To have and to hold** the ſaid meſſuage, *&c.* herein before mentioned and intended to be hereby aſſigned, with their appurtenances, unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue of the within granted and aſſigned term of one thouſand years, which is now to come and unexpired; **In Truſt nevertheleſs** for the only uſe and benefit of the ſaid *H. S.* his heirs and aſſigns, and to be aſſigned and diſpoſed of, as he or they at any time ſhall in that behalf direct or appoint, and in the mean time to attend, wait uppn, and go along with the reverſion, freehold and inheritance of the ſaid premiſes ſo intended to be conveyed, unto and to the uſe of the ſaid *H. S.* his heirs and aſſigns as aforeſaid, to the end to protect and preſerve the ſame inheritance from and againſt all other meſne Incumbrances (if any ſuch there be.) **In Witneſs**, &c.

Parcels.

Habendum.

In truſt.

*An Aſſignment of five ſeveral Terms by the ſeveral Truſtees, to a Purchaſer and his Truſtees reſpectively for his Benefit. The Creation of thoſe Terms, and other Matters, are ſpecially recited.*

**THIS Indenture of eleven parts**, made the ſecond day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Abel Aſkew* of, *&c.* Eſquire, and *Brian Bell*, of, *&c.* Gentleman, of the firſt part, *Charles Cuſt* of, *&c.* Eſquire, of the ſecond part, *David Dennis* of, *&c.* Doctor of Laws, of the third part, *Edward Eales* of, *&c.* Gentleman of the fourth part, *Francis Fenton* of, *&c.* Grocer, of the fifth part, Dame *Grace Gell* of, *&c.* Widow, of the ſixth part, *Henry Hart* of, *&c.* Eſquire, of the ſeventh part, *James Innis* of, *&c.* Eſquire, of the eighth part, *Kenelm Kerne* of, *&c.* Eſquire, of the ninth part, *Leonard Lant* of, *&c.* Draper, of the tenth part, and *Miles Merry* of, *&c.* of the eleventh part. **Whereas** by indenture quadrupartite dated the ſeventeenth day of May, which was in the year of our Lord 1763, and made or mentioned to be made between the ſaid *Abel Aſkew*, by the name of *Abel Aſkew* of, *&c.* Gentleman, and *Olivia* his wife, (then late *Olivia Nutt*, ſiſter and heir of Sir *Peter Nutt*, then late of, *&c.* Baronet, deceaſed, of the firſt part, *Robert Rand* and *Samuel Sandys* (both ſince deceaſed) of the ſecond part, *Thomas Turner* and *Valentine Vane* the elder, Gentleman, (ſince alſo deceaſed) of third part, and *Valentine Vane* the younger, Gentleman, and *Xerxes Zant*, Gentleman, (both alſo ſince deceaſed) of the fourth part, and a fine *ſur conuzance de droit come ceo*, *&c.* in the ſame indenture covenanted to be levied by the ſaid *Abel Aſkew* and *Olivia* his wife, and which was duly levied accordingly in Eaſter Term, in the ſame year, **All and every** the manors, meſſuages, farms, lands, tenements and hereditaments herein after aſſigned, or mentioned to be, with their appurtenaces, together with the manner of Ambden, and divers other meſſuages, lands and hereditaments of them the ſaid *Abel Aſkew* and *Olivia* his wife, or one of them, in the ſaid county of Bedford, **were** for the conſiderations in the ſame indenture expreſſed, ſettled and limited, or mentioned to be ſettled and limited, to the uſe of the ſaid *Thomas Turner* and *Valentine Vane* the elder for the term of ninety-nine years if they the ſaid *Abel Aſkew* and *Olivia* his wife, or the longeſt liver of them, ſhould ſo long live, **Upon the truſts** in the ſame indenture expreſſed touching the ſame term; **And** from and after the determination of the ſaid term of ninety-nine years, to the uſe of the ſaid *Abel Aſkew* and *Olivia* his wife for their lives, and the life of the longeſt liver of them, without impeachment of waſte, with remainder to the ſaid *Robert Rand* and *Samuel Sandys* and their heirs, during the lives of the ſaid *Abel Aſkew* and *Olivia* his wife, and the life of the longeſt liver of them, in truſt to ſupport the contingent remainders therein after limited from being barred or deſtroyed, and from and after the ſeveral deceaſes of the ſaid *Abel Aſkew* and *Olivia* his wife, to the uſe of the ſaid *Robert Rand* and *Samuel Sandys*, their executors, adminiſtrators and aſſigns, for the term of two hundred years, **Upon the truſts**, and under the proviſoes therein after expreſſed and declared touching the ſame term; **And** from and after the determination of the ſaid term of two hundred years, to the uſe of the firſt and other ſons of the body of the ſaid *Olivia* by him the ſaid *Abel Aſkew* to be begotten ſucceſſively in tail male, with remainder to all and every the daughter and daughters of the ſaid *Olivia* by the ſaid *Abel Aſkew* to be begotten in tail general, with remainder to the ſaid *Valentine Vane* the younger, and *Xerxes Zant*, their executors, adminiſtrators and aſſigns, for the term of five hundred years, **Upon the truſts**, and under the proviſoes therein after expreſſed, touching the ſame term with the laſt remainder in fee to the ſurvivor of them the ſaid *Abel Aſkew* and *Olivia* his wife, and the heirs and aſſigns of ſuch ſurvivor for ever. **And whereas** by deed-poll dated the firſt day of June which was in the year of our Lord 1766, and indorſed on the ſecond ſkin of the ſaid indenture quadrupartite, the then reſidue of the ſaid term of ninety-nine years to the ſaid manor, meſſuages, farms, lands, tenements, hereditaments and premiſes herein after aſſigned, or mentioned or intended ſo to be, was aſſigned by the ſaid *Thomas Turner*, (the then ſurviving truſtee for the ſame term) unto the ſaid *Charles Cuſt*, his executors, adminiſtrators and aſſigns; and and by the ſame deed-poll the then reſidue of the ſaid term of two hundred years as to the ſaid term of two hundred years as to the ſame premiſes was aſſigned by the Reverend *Charles Sandys* of, *&c.* (who was the executor of the laſt will and teſtament of the ſaid *Samuel Sandys*, the ſurviving truſtee for the ſame term) unto the ſaid *David Dennis*, his executors, adminiſtrators and aſſigns, and by the ſame deed-poll the then reſidue of the ſaid term of five hundred years as to the ſame premiſes was aſſigned by *Daniel Danly* of, *&c.* (who was executor of the laſt will and teſtament of the ſaid *Xerxes Zant*, the ſurviving truſtee for the ſame term) unto the ſaid *Edward Eales*, his executors, adminiſtrators and aſſigns: **But** as to all the ſaid terms, in truſt for the ſaid Dame *Grace Gell*, her heirs and aſſigns, and to attend and go along with the inheritance of the ſame premiſes by her then purchaſed, and to her ſoon after conveyed by the indentures of leaſe and releaſe firſt herein after mentioned or referred to, and to protect and defend the ſame premiſes from all meſne charges and ſubſequent incumbrances. **And whereas** by indenture dated on or abont the twelfth day of April 1764, (reciting as therein is recited, and for the conſiderations therein mentioned) the ſaid *Thomas Turner* by the direction of the ſaid *Abel Aſkew* did demiſe and grant unto *Elizabeth Eave*, widow, her executors, adminiſtrators and aſſigns

Recital of a deed and fine by huſband and wife,

by which a term was raiſed determinable upon the death of the ſurvivor of them, upon truſts therein mentioned, then the lands, &c. are limited to the uſe of huſband and wife, and ſurvivor, for life ſans waſte.

Remainder to truſtees to preſerve contingent remainders,

then to the truſtees for another long term.

Then to firſt and other ſons in tail male,

then to daughters in tail general.

Then to other truſtees for another long term,

Remainder in fee to the ſurvivor of huſband and wife.

A deed-poll (indorſed on the firſt deed) recited,

by which the ſeveral terms were, by the ſurviving truſtees reſpectively, aſſigned to truſtees for a purchaſer, attend the inheritance then conveyed.

A mortgage for years of part recited.

ſigns, part of the premiſes in the ſaid indenture quadrupartite, fine and deed poll reſpectively comprized; (that is to ſay) the three barns and two ſtables ſituate upon the ſix yard-lands herein after mentioned, and the ſaid ſix yard-lands, and the meſſuage or tenement called Marfield tenement, with the barn, ſtable and garden thereto belonging, and the two yard-lands called Trogleys, all herein after more particularly mentioned and deſcribed, with their reſpective appurtenances, **To hold** the ſame premiſes unto the ſaid *Elizabeth Eave*, her executors, adminiſtrators and aſſigns, from thenceforth, for the term of one thouſand years, for ſecuring the payment of the ſum of three hundred pounds principal money, and intereſt for the ſame, at the rate of five *per cent. per annum*, by the ſaid *Abel Aſkew*, unto the ſaid *Elizabeth Eave*, her executors, adminiſtrators or aſſigns, at certain days and times in the indenture of the

and meſne aſſignments thereof, in truſt for the ſame purchaſer,

twelfth day of April 1764, for that purpoſe limited, and long ſince paſt. **And whereas**, the reſidue of of the ſaid term of one thouſand years did afterwards, by divers good meſne aſſignments, or otherwiſe, legally come to and veſt in the ſaid *Francis Fenton*, his executors, adminiſtrators and aſſigns, in truſt for the ſaid Dame *Grace Gell*, her heirs and aſſigns, for the like purpoſes as are herein before mentioned of and concerning the ſaid three firſt herein before recited terms, as by indenture dated the twelfth day of November, 1768, and made or mentioned to be made between *Grace Eave*, widow, of the one part, and the ſaid *Brian Bell* of the other part, and one deed poll thereon indorſed, dated the third day of July 1769, and the ſeveral deeds in the ſame indenture recited, relation being thereunto reſpectively had may

and a mortgage for years made by the ſame purchaſer,

appear. **And whereas** by indenture of demiſe and mortgage dated the third day of July in the year of our Lord 1770, reciting as therein is recited, and for the conſiderations therein mentioned, the ſaid Dame *Grace Gell*, by the name of Dame *Grace Gell*, widow and relict of Sir *Henry Gell*, late of, *&c.* Knight, deceaſed, did demiſe and grant unto the ſaid *Brian Bell*,

Premiſes.

**All that** the manor or lordſhip of Ingleton in the county of Bedford, and all thoſe meſſuages, tenements or farms, with the lands and grounds thereunto belonging, or therewith uſed, ſituate, lying and being in the town, pariſh, fields, precincts or territories of Ingleton aforeſaid, then in the tenure of *Zeno Zond*, his under-tenant or under tenants, aſſignee or aſſignees; **And alſo** all that common or waſte ground called or known by the name of the Kerns, containing by eſtimation five hundred acres, or thereabouts, be the ſame more or leſs, ſituate, lying and being within the manor, town, pariſh, fields, precincts or territories of Ingleton aforeſaid, and all thoſe the ſaid three barns and two ſtables, ſituate and ſtanding upon the ſaid land called or known by the name of Lenton in Ingleton aforeſaid, and alſo the ſaid land called Lenton lying in the commonfields or territories of Ingleton aforeſaid; **And alſo** all that the ſaid meſſuage or tenement called Marfield, with the ſaid barn, ſtable and garden thereto belonging; **and alſo** all thoſe the ſaid two yard-lands, called or known by the name of Newtons; which ſaid meſſuage or tenement, and two yard-lands laſt mentioned, are ſituate, lying and being in Ingleton in the ſaid county of Bedford; **All** which ſaid manor, meſſuages, farms, lands, tenements, hereditaments and premiſes, in and by the ſaid laſt mentioned indenture demiſed and granted, or mentioned or intended ſo to be, were purchaſed by the ſaid Dame *Grace Gell* of and from the ſaid *Abel Aſkew* and *Olivia* his wife, and their truſtees, and were by indentures of leaſe and releaſe, bearing date reſpectively the ſecond and third days of the ſaid month of July 1769, the releaſe being quadrupartite, and made or mentioned to be made between the ſaid *Abel Aſkew*, then late of, *&c.* and the ſaid *Olivia* his wife, of the firſt part, the ſaid *Charles Sandys* of the ſecond part, the ſaid *Thomas Turner* of the third part, and the ſaid Dame *Grace Gell* of the fourth part, and

General words.

by other aſſurances in the law, granted and conveyed, or mentioned or intended to be granted and conveyed, unto, and to the uſe of her the ſaid Dame *Grace Gell*, her heirs and aſſigns for ever; **And all** and every other the manors, meſſuages, farms, lands and hereditaments whatſoever, which in and by the ſaid indentures of leaſe and releaſe were granted and releaſed, or mentioned to be granted and releaſed to her the ſaid Dame *Grace Gell* and her heirs; **And all** houſes, out-houſes, edifices, buildings, ſtables, dove-houſes, yards, gardens, orchards, tofts, curtilages, commons, common of paſture, cuſtomary lands, waſtes, heaths, downs, moors, ſheep-walks, woods, underwoods, timber trees, and the ground and ſoil of the ſame ways, waters, water-courſes, fiſhings, fiſhing-places, mines, quarries, rents and ſervices, as well of free and cuſtomary tenants, reliefs, eſcheats, heriots, courts, perquiſites and profits of courts, waifs, eſtrays, deodands, royalties, juriſdictions, franchiſes, privileges, rights, members and appurtenances whatſoever to the ſaid manor, meſſuages, farms, lands, tenements and premiſes therein before demiſed, or mentioned to be demiſed, and to every or any part or parts thereof, incident, belonging or appertaining, or therewith, or with any part thereof, uſed, held, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof; **And** the reverſion and reverſions, remainder and remainders,

Habendum for a term.

rents iſſues and profits of all and ſingular the ſame premiſes; **To hold** the ſame manor, meſſuages, farms, lands, hereditaments and premiſes, with their appurtenances, unto the ſaid *Brian Bell*, his executors, adminiſtrators and aſſigns, from thenceforth, for the term of five hundred years, without impeachment of waſte,

Proviſo.

under a proviſo to be void on payment of four thouſand pounds principal money, and intereſt for the ſame, at the rate of four pounds ten ſhillings *per cent.* by the ſaid Dame *Grace Gell*, her heirs, executors, adminiſtrators or aſſigns, unto the ſaid *Brian Bell*, his executors, adminiſtrators or aſſigns, at certain days and times therein for that purpoſe limited, and long ſince paſt, according to, and in full diſcharge of the condition of the bond or obligation, in the ſame indenture of demiſe recited, and bearing even date therewith, wherein the ſaid *Grace Gell* ſtood bound unto the ſaid *Brian Bell* in the penal ſum of eight thouſand pounds, conditioned for payment of four thouſand pounds and intereſt, at the ſaid days and times in the ſaid proviſo for that purpoſe limited; **And** in and by the ſaid laſt mentioned indenture of demiſe, for the conſiderations therein

containing a covenant that the truſtees of the other terms ſhould ſtand poſſeſſed for the more effectual ſecuring the mortgage money.

before mentioned, the ſaid Dame *Grace Gell* did covenant and grant, to and with the ſaid *Brian Bell*, his executors, adminiſtrators and aſſigns, that they the ſaid *Charles Cuſt*, *David Dennis*, *Edward Eales* and *Francis Fenton* reſpectively, their reſpective executors, adminiſtrators and aſſigns, ſhould ſtand and be poſſeſſed of, and intereſted in the premiſes comprized in the ſaid ſeveral terms of ninety-nine years, two hundred years, firſt mentioned term of five hundred years, and the ſaid term of one thouſand years reſpectively, with their and every of their appurtenances, **In Truſt** for the better and more effectual ſecuring the payment by the ſaid Dame *Grace Gell*, her heirs, executors, adminiſtrators or aſſigns, unto the ſaid *Brian Bell*, his executors, adminiſtrators or aſſigns, of the ſaid ſum of four thouſand pounds and intereſt for the ſame, at the times therein before limited for payment thereof, and ſubject to ſuch equity of redemption as was therein before provided and declared; as by the ſaid ſeveral herein before recited indentures, fine and deed poll, relation being thereunto reſpectively had, may more fully appear. **And whereas** the ſaid ſum of four

and that the money ſecured by the laſt mortgage is unpaid.

thouſand pounds principal money, or any part thereof, was not paid at the day in the ſaid laſt mentioned proviſo, for that purpoſe limited, nor at any time ſince, by means whereof the ſaid term and eſtate of the

ſaid

ſaid *Brian Bell*, of and in the ſaid mortgaged premiſes became abſolute in law. **And whereas** by deed poll under the hand and ſeal of the ſaid *Brian Bell*, dated the fifth day of the ſaid month of July 1769, and annexed to the ſaid recited indenture of demiſe and mortgage of the third day of the ſame month of July, the ſaid *Brian Bell* did acknowledge and declare that the ſaid four thouſand pounds mentioned to be lent on and ſecured by the ſaid bond, and the ſaid annexed indenture, was really and truly the proper money of the ſaid *Abel Aſkew*, and that the name of him the ſaid *Brian Bell*, in the ſame bond and indenture, was only made uſe of in truſt for the ſaid *Abel Aſkew*, his executors and adminiſtrators, as by the ſaid laſt recited deed poll, relation being thereunto had, may appear. **And whereas** there is now only due and owing to the ſaid *Abel Aſkew* for principal money and intereſt upon the ſaid recited mortgage, the ſum of four thouſand one hundred pounds of lawful money of Great Britain, and no more, all intereſt for the ſaid four thouſand pounds until the twenty-fifth day of July now laſt paſt, having been duly paid by the ſaid Dame *Grace Gell*. **And whereas** the ſaid *Henry Hart* hath lately bought and purchaſed of and from the ſaid Dame *Grace Gell*, the ſaid mortgaged manor, meſſuages, farms, lands, hereditaments and premiſes, together with divers other meſſuages, lands and hereditaments in or near Ingleton and Overton, or one of them, in the county of Bedford, for the ſum or price of ſixteen thouſand pounds of lawful money of Great Britain, out of which the ſaid ſum of four thouſand pounds principal money was upon the ſaid purchaſe agreed to be paid off and ſatisfied, but the intereſt for the ſame four thouſand pounds, from and after the twenty-fifth day of July now laſt paſt was agreed to be paid by the ſaid *Henry Hart*, by and out of his own monies over and above the ſaid purchaſe-money. **And whereas** by indenture of bargain and ſale, bearing date the twenty-fifth day of January now laſt paſt, inrolled or intended to be inrolled in Chancery, and made or mentioned to be made between the ſaid Dame *Grace Gell*, of the one part, and the ſaid *Henry Hart* of the other part, and by other good conveyances and aſſurances in the law, from the ſaid Dame *Grace Gell* and others in conſideration of the ſum of twelve thouſand pounds in part of the ſaid purchaſe-money to the ſaid Dame *Grace Gell*, or by her order and direction, paid by the ſaid *Henry Hart*, in manner in the ſaid indenture of bargain and ſale, and other conveyances, or ſome of them expreſſed, and of the ſum of four thouſand pounds, (reſidue of the ſaid purchaſe-money therein agreed, or mentioned to be agreed to be paid by the ſaid *Henry Hart*, in diſcharge of the ſaid four thouſand pounds principal money due on the ſaid mortgage, made to the ſaid *Brian Bell* as aforeſaid) **And** for the other conſiderations in the ſame conveyances mentioned, **All the ſaid** purchaſed manor, meſſuages, farms, lands, tenements, hereditaments and premiſes, and the fee ſimple, inheritance, and equity of redemption thereof, have been legally and effectually conveyed and aſſured **Unto** and to the uſe and behoof of him the ſaid *Henry Hart*, and of his heirs and aſſigns for ever. **Now this Indenture witneſſeth**, that in conſideration of the premiſes, and for and in conſideration of the ſum of four thouſand one hundred pounds of lawful money of Great Britain, (four thouſand pounds whereof is the reſidue, and in full of the ſaid ſixteen thouſand pounds purchaſe-money) to the ſaid *Abel Askew* in hand well and truly paid by the ſaid *Henry Hart*, at or before the execution of theſe preſents, (at the requeſt, and by the direction and appointment of the ſaid Dame *Grace Gell*, teſtified by her being a party to, and her ſealing and delivery of theſe preſents, **In full** for all principal money and intereſt now due to him the ſaid *Abel Askew*, upon the ſaid mortgage made to the ſaid *Brian Bell*, his truſtee as aforeſaid, the receipt and payment of which ſaid ſum of four thouſand one hundred pounds, he the ſaid *Abel Askew* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Henry Hart*, his heirs, executors, adminiſtrators and aſſigns, and every of them for ever, by theſe preſents) **And** in conſideration of the ſum of five ſhillings of like money to the ſaid *Brian Bell* paid by the ſaid *James Innis*, at or before execution of theſe preſents, (the receipt whereof is hereby acknowledged,) **The** ſaid *Brian Bell*, at the requeſt, and by the direction and appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified by their being parties to, and their ſealing and delivery of theſe preſents, **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **Doth**, (at the nomination of the ſaid *Henry Hart*,) bargain, ſell, aſſign and ſet over unto the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, **All the ſaid** manor, meſſuages, farms, lands, hereditaments and premiſes, by the ſaid indenture of demiſe of the third day of July, in the year of our Lord, 1770, demiſed and granted unto the ſaid *Brian Bell*, his executors, adminiſtrators and aſſigns, for the term of five hundred years as aforeſaid, or mentioned ſo to be, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term and terms for years, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Brian Bell*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſame indenture, or otherwiſe howſoever, **Together** with the ſame indenture; **To have and to hold** the ſaid manor, meſſuages, farms, lands, hereditaments, and all other the ſaid herein before aſſigned premiſes, with their appurtenances, unto the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid laſt mentioned term of five hundred years therein, **Upon the Truſts nevertheleſs**, and for the purpoſes herein after mentioned concerning the ſame term. **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid, and in conſideration of five ſhillings of like money to the ſaid *Charles Cuſt* paid by the ſaid *James Innis*, at or before the execution of theſe preſents, (the receipt whereof is hereby acknowledged,) **The** ſaid *Charles Cuſt*, (at the like requeſt, and by the like direction and appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified as aforeſaid,) **hath** bargained, ſold, aſſigned, and ſet over, and by theſe preſents **Doth**, (at the like nomination as aforeſaid,) bargain, ſell, aſſign and ſet over, unto the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, **All the ſaid** manor, meſſuages, farms, lands, hereditaments and premiſes, in and by the indenture of the ſeventeenth day of May, 1763, and fine thereupon levied, limited, or mentioned to be limited for the aforeſaid term of ninety-nine years, and by the ſaid deed poll on the ſecond ſkin of the ſame indenture aſſigned, or mentioned to be aſſigned to the ſaid *Charles Cuſt*, his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſame term as aforeſaid, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term and terms of years, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Charles Cuſt*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſaid laſt mentioned indenture, fine and deed poll, every or any of them, or otherwiſe howſoever; **To have and to hold** the ſaid manor, meſſuages, farms, lands, hereditaments, **And all** other the ſaid laſt herein before aſſigned premiſes, with their appurtenances, unto the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid term of ninety-nine years therein, **Upon the Truſts** nevertheleſs, and for the purpoſes herein after mentioned concerning the ſame term. **And this Indenture further witneſſeth**, that

A deed poll recited, which declares a truſt of the laſt mortgage money.

A recital of what is now due thereon.

The new purchaſe recited.

and agreement as to payment of this mortgage money.

The indenture of bargain and ſale inrolled, and the preſent purchaſe recited.

The conſiderations of this preſent deed.

The truſtee, &c. by appointment, &c.

aſſigns to a truſtee named by the now purchaſer, the term for years veſted in him.

Habendum.

The like aſſignment of another term.

Habendum.

The like aſſignment of another term.

that for the conſiderations aforeſaid, and in conſideration of five ſhillings of like money to the ſaid *David Dennis* paid by the ſaid *Kenelm Kerne*, at or before the execution of theſe preſents, the receipt whereof is hereby acknowledged,) **The** ſaid *David Dennis*, (at the like requeſt, and by the like direction and appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified as aforeſaid,) **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth**, (at the like nomination as aforeſaid,) bargain, ſell, aſſign and ſet

Premiſes.

over unto the ſaid *Kenelm Kerne*, his executors, adminiſtrators and aſſigns, **All the ſaid** manor, meſſuages, farms, lands, hereditaments and premiſes, in and by the ſaid laſt mentioned indenture and fine limited, or mentioned to be limited for the aforeſaid term of two hundred years, and by the laſt mentioned deed poll aſſigned, or mentioned to be aſſigned to the ſaid *David Dennis*, his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſame term as aforeſaid, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term and terms for years, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *David Dennis*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſaid laſt mentioned indenture, fine and deed poll, every or any of

Habendum.

them, or otherwiſe howſoever; **To have and to hold** the ſaid manor, meſſuages, farms, lands, hereditaments, **And all** other the ſaid laſt herein before aſſigned premiſes, with their appurtenances, unto the ſaid *Kenelm Kerne*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid term of two hundred years therein, **Upon the Truſts** *nevertheleſs*, and for the purpoſes herein

The like aſſignment of the fourth term.

after mentioned concerning the ſame term. **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid, and in conſideration of five ſhillings of like money to the ſaid *Edward Eales* paid by the ſaid *Leonard Lant*, at or before the the execution of theſe preſents, (the receipt whereof is hereby acknowledged) **The** ſaid *Edward Eales*, (at the like requeſt, and by the like direction and appointment of the ſaid *Abel Askew* and Dame *Grace Gell*, teſtified as aforeſaid, **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth**, (at the like nomination as aforeſaid) bargain, ſell,

Premiſes.

aſſign and ſet over, unto the ſaid *Edward Eales*, his executors, adminiſtrators and aſſigns, **All the ſaid** manors, meſſuages, farms, lands, hereditaments and premiſes in and by the ſaid laſt mentioned indenture and fine limited, or mentioned to be limited, for the ſaid firſt mentioned term of five hundred years, and by the ſaid laſt mentioned deed-poll aſſigned, or mentioned to be aſſigned, to the ſaid *Edward Eales*, his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſame term as aforeſaid, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term and terms for years, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Edward Eales*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſaid laſt mentioned

Habendum.

indenture, fine and deed-poll, every or any of them, or otherwiſe howſoever; **To have and to hold** the ſaid manor, meſſuages, farms, lands, hereditaments, and all other the ſaid laſt herein before aſſigned premiſes, with their appurtenances, unto the ſaid *Leonard Lant*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid laſt mentioned term of five hundred years therein,

The aſſignment of the fifth term.

**Upon the truſts nevertheleſs**, and for the purpoſes herein after mentioned, concerning the ſame term. **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid, and in conſideration of five ſhillings of like money to the ſaid *Francis Fenton*, paid by the ſaid *Miles Merry*, at or before the execution of the preſents (the receipt whereof is hereby acknowledged) **The** ſaid *Francis Fenton* (at the like requeſt, and by the direction and appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell* (teſtified as aforeſaid) **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **doth** (at the like nomination as aforeſaid) bargain, ſell, aſſign and ſet over, unto the ſaid *Miles Merry*, his executors, adminiſtrators and aſſigns, **All and every** the ſaid meſſuages, lands, tenements, hereditaments and premiſes, in and by the ſaid indenture of the 12th day of April 1764, demiſed and granted as aforeſaid, or mentioned ſo to be, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term and terms for years, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Francis Fenton*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſame indenture, or the meſne aſſignments thereof, or any of them, or otherwiſe howſoever, together with the ſame inden-

Habendum.

ture and meſne aſſignments. **To have and to hold** the ſaid meſſuages, lands, hereditaments, and all other the ſaid laſt herein before aſſigned premiſes, with their appurtenances, unto the ſaid *Miles Merry*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid term of one thouſand years therein, **Upon the Truſts** nevertheleſs, and for the purpoſes hereafter mentioned

The truſt of theſe five terms declared,

concerning the ſame term: **And it is** hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the now reſidues of the ſaid ſeveral terms of five hundred years, ninety-nine years, two hundred years, five hundred years, and one thouſand years, of and in the premiſes, in the ſame terms reſpectively comprized, and herein before aſſigned, unto the ſaid *James Innis*, *Kenelm Kerne*, *Leonard Lant* and *Miles Merry* reſpectively, and their reſpective executors, adminiſtrators and aſſigns as

for the now purchaſer, and to attend the inheritance.

aforeſaid, are and were ſo to them reſpectively aſſigned, **In truſt** only for the ſaid *Henry Hart*, his heirs and aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean time to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame premiſes ſo conveyed to him and them as aforeſaid, **To the end** to protect and preſerve the ſame from all meſne charges and incumbrances, if any ſuch there

Covenant by a truſtee that he has not incumbered.

be. **And the ſaid** *Brian Bell* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, that he the ſaid *Brian Bell* hath not done, committed or ſuffered any act, matter or thing, whereby the premiſes by him herein before aſ-

The like covenant from another truſtee.

ſigned, or any part thereof, is, are, or may be impeached, charged or incumbered. **And the ſaid** *Charles Cuſt* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *James Innis*, his executors, adminiſtrators and aſſigns, that he the ſaid *Charles Cuſt* hath not done, committed or ſuffered any act, matter or thing, whereby the premiſes by him herein before aſſigned, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered. **And the ſaid** *David*

The like covenant from the third truſtee.

*Dennis* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kenelm Kerne*, his executors, adminiſtrators and aſſigns, that he the ſaid *David Dennis* hath not done, committed or ſuffered any act, matter or thing, whereby the premiſes by him herein before aſſigned, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered. **And the ſaid** *Edward*

The like covenant from the fourth truſtee. The like from the fifth truſtee.

*Eales* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Leonard Lant*, his executors, adminiſtrators and aſſigns, that he the ſaid *Edward Eales* hath *not* done, committed or ſuffered any act, matter or thing, whereby the premiſes by him herein before aſſigned, or any part thereof, is, are, or ſhall or may be impeached, charged or incumbered. **And the ſaid**

*Francis*

*Francis Fenton* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Miles Merry*, his executors, adminiſtrators and aſſigns, that he the ſaid *Francis Fenton* hath not done, committed or ſuffered any act, matter or thing, whereby the premiſes by him herein before aſſigned, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *Abel Aſkew* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Henry Hart*, his heirs and aſſigns, that he the ſaid *Abel Aſkew* hath not, at any time heretofore, done, committed or ſuffered any act, matter or thing whatſoever, whereby the premiſes herein before aſſigned, or any of them, or any part thereof, or the ſaid ſeveral terms for years therein, or any of them, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

The like from the ceſtuy que truſt of the laſt mortgage.

*(Newnam.)*

*Aſſignment (by Indorſement) of the Reſidue of a Term on a cancelled Mortgage as a further Security to protect a Mortgage in Fee, &c.*

TO all to whom theſe preſents ſhall come; *E. H.* of, *&c.* (widow, relict and ſole executrix of the laſt will and teſtament of the within named *H.* her late huſband, deceaſed) ſendeth greeting. Whereas the within named *A.* and *B.* made default in payment of the within mentioned principal ſum of ——— and intereſt, ſecured by the within written indenture of mortgage to the ſaid *H.* whereby and by reaſon of the non-payment thereof the eſtate and intereſt of him the ſaid *H.* of and in the within granted and demiſed meſſuage, *&c.* became abſolute in law for the reſidue of the within granted term of one thouſand years: And whereas the ſaid *A.* ſome time ſince departed this life, having firſt by good and ſufficient conveyances and aſſurances in law granted and conveyed the ſaid mortgage, meſſuage, *&c.* and all his eſtate, right, title, intereſt, equity of redemption, claim and demand whatſoever, of, in and to the ſame premiſes, unto and to the uſe of the ſaid *B.* his heirs and aſſigns for ever; *Subject nevertheleſs* to the payment of all principal and intereſt monies ſo ſecured thereon as aforeſaid; And whereas, after ſuch conveyance made of the ſaid meſſuages and premiſes unto the ſaid *B.* he the ſaid *B.* did actually pay unto the ſaid *H.* the ſaid principal ſum of ——— and all intereſt due for the ſame, in full diſcharge of the ſaid mortgage, as appears by the delivering up the within written indentures, and the cancelling thereof: And whereas the ſaid *H.* is ſince dead, having firſt made and duly publiſhed his laſt will and teſtament in writing, and appointed her the ſaid *E. H.* executrix thereof; and there having been no aſſignment made by the ſaid *H.* in his life-time of the ſaid term of one thouſand years, and the ſaid mortgaged premiſes compriſed therein, in truſt for the ſaid *B.* and his heirs, the now reſidue of the ſame term and premiſes compriſed therein, and ſo veſted in the ſaid *H.* as aforeſaid, is now by virtue of his ſaid will become veſted in the ſaid *E. H.* as executrix thereof, in truſt nevertheleſs for the ſaid *B.* his heirs and aſſigns: And whereas by indentures of leaſe and releaſe, the leaſe bearing date the day next before, and the releaſe bearing even date with this preſent indorſement, and made or mentioned to be made between the ſaid *B.* of the one part, and *J. D.* of, *&c.* of the other part, in conſideration of the ſum of ſix hundred pounds in the ſaid indenture of releaſe mentioned to be, and which has been duly paid to the ſaid *B.* by the ſaid *J. D.* he the ſaid *B.* hath granted, *&c.* unto and to the uſe of the ſaid *J. D.* his heirs and aſſigns, (amongſt other things) the ſaid meſſuage, *&c.* ſubject nevertheleſs to a proviſo in the ſaid indenture of releaſe contained for making void thereof, on payment by the ſaid *B.* his heirs, *&c.* unto the ſaid *J. D.* his executors, *&c.* of the ſaid ſum of ſix hundred pounds and intereſt, on the ſeveral days and in manner as therein mentioned, as in and by, *&c.* And whereas, previous to and before the lending of the ſaid ſum of ſix hundred pounds by the ſaid *J. D.* to the ſaid *B.* it was by counſel adviſed, and is hereby agreed, that the reſidue of the ſaid term of one thouſand years, and the ſaid mortgaged premiſes compriſed therein, and which are now veſted in the ſaid *E. H.* as aforeſaid, ſhould be by her aſſigned to *F.* of, *&c.* in truſt in the firſt place for the ſaid *J. D.* his heirs, executors and aſſigns, as a further ſecurity for payment to him and them of the ſaid ſum of ſix hundred pounds and intereſt; and from and after payment thereof, and ſubject thereunto, then in truſt for the ſaid *B.* his heirs and aſſigns, to the intent to protect the inheritance of the ſame premiſes from and againſt all meſne incumbrances, in ſuch manner as herein after is in that behalf mentioned and expreſſed: Now know ye, and theſe Preſents witneſs, that in purſuance of the ſaid recited agreement, and in conſideration of the ſaid ſum of ——— and intereſt ſo paid by the ſaid *B.* to the ſaid *H.* in diſcharge of the ſaid recited mortgage as aforeſaid, the receipt whereof is by her hereby acknowledged, and alſo in conſideration of the ſaid ſum of ſix hundred pounds ſo now lent and paid by the ſaid *J. D.* to the ſaid *B.* as aforeſaid, and for the further and better ſecuring payment of the ſame ſum and the intereſt thereof, and alſo for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *E. H.* now paid by the ſaid *F.* the receipt, *&c.* and for divers other good cauſes, *&c.* She the ſaid *E. H.* (at the requeſt, and by the direction and appointment of the ſaid *B.* and at the nomination of the ſaid *J. D.* teſtified reſpectively by their ſigning and executing of theſe preſents: And alſo the ſaid *B.* have, and each of them hath aſſigned, transferred and ſet over, and by, *&c.* unto the ſaid *F.* his executors, *&c.* The ſaid within mentioned meſſuage, *&c.* And the reverſion, *&c.* And all the eſtate, *&c.* To have, *&c.* to the ſaid *F.* his executors, *&c.* In Truſt nevertheleſs in the firſt place for the ſaid *J. D.* his heirs, executors and aſſigns, ſubject nevertheleſs to the aforeſaid proviſo contained in the ſaid indenture of releaſe bearing even date herewith, for the making void thereof on payment of the ſaid ſum of ſix hundred pounds and intereſt; and from and after payment thereof, and ſubject thereunto, Then in Truſt, and to and for the only benefit of the ſaid *B.* his heirs and aſſigns, and to be aſſigned and diſpoſed of as he or they ſhall at any time in that behalf direct or appoint; and in the mean time to attend, wait upon and go along with the reverſion, freehold and inheritance of the ſaid premiſes.

*Aſſignment of Exchequer Annuities by two ſeveral Annuitants, in Truſt to diſcharge a Mortgage made by one of the Annuitants of his Annuities, and (purſuant to Agreement) in Truſt, that out of the Reſidue a yearly Sum ſhall be paid to the Survivor of the Aſſignors.*

Recital of paying money into the exchequer (upon ſeveral acts for raiſing money on annuities) by W. C. and R. J.

Whereby they became reſpectively entitled to intereſt.

W. C. pays more on another act.

and ſo does R. J.

W. C. intitled by ſuch acts to an annuity of 30l. for his life, and R. J. to another annuity for life, and after their deceaſes for remainder of 96 years.

W. C.'s aſſignment to F. T. of the 30l. annuity by way of mortgage.

But in ſtrictneſs is void for want of entry.

Agreement that the ſurvivor of W. C. and R. J. ſhall have an annuity of 114l. for reſidue of the term.

Now it is witneſſed in purſuance of agreement, &c.

And for further aſſuring F. T. the mortgage money, W. C. aſſigns to him ſaid annuity of 30l. for the reſidue of the term.

Subject to truſts.

1. To pay himſelf,

THIS Indenture of four Parts made the 10th day of Auguſt, in the ſixteenth year, *&c.* and in the year of our Lord 1776, Between *William Cook*, of, *&c.* Eſq; of the firſt part, *Richard Jones*, of Lincoln's Inn in the County of Middleſex, Eſq; of the ſecond part, *George Powell* of, *&c.* Eſq; of the third part, and *Francis Taylor* of, *&c.* of the fourth part. Whereas on the —— day of ——— the ſaid *W. C.* did advance and pay into his Majeſty's Exchequer upon the encouragement of an Act of Parliament, intitled an Act for granting to his Majeſty certain rates and duties of exciſe upon beer, ale and other liquors, for ſecuring certain recompences and advantages in the ſaid act mentioned, to ſuch perſons as ſhall voluntarily advance the ſum of —— pounds towards the carrying on of a war againſt France, the ſum of two thouſand one hundred and fifty pounds, as by one tally and order, bearing date the ſame day appears: And whereas the ſaid *R. J.* did upon the —— day of, *&c.* advance and pay into the ſaid receipt of Exchequer, upon the encouragement of the ſaid Act of Parliament, the ſum of —— as by one tally and order, bearing date the ſame day appears; By virtue whereof the ſaid *R. C.* and *R. J.* became reſpectively intitled unto intereſt for the ſaid reſpective ſums ſo by them reſpectively paid as aforeſaid, after the rate of ten pounds *per cent. per ann.* from the days of their ſaid reſpective payments to the 29th day of September then next enſuing, and after the rate of fourteen pounds *per ann.* for the reſpectively monies by them reſpectively paid as aforeſaid, during their reſpective natural lives: And whereas on the, *&c.* the ſaid *W. C.* did advance and pay into the receipt of his Majeſty's Exchequer, upon the encouragement of one other act (intitled, An act for enabling ſuch perſons as have eſtates for life in annuities, payable by ſeveral former acts therein mentioned, to purchaſe and obtain further or more certain intereſts in ſuch annuities, and in default thereof, for admitting other perſons to purchaſe or obtain the ſame, for raiſing monies for carrying on the war againſt France,) the further ſum of one thouſand three hundred and fifty-four pounds and ten ſhillings. And whereas on the —— day of ——— the ſaid *R. J.* did advance and pay into the ſaid receipt of his Majeſty's Exchequer, upon the encouragement of the laſt mentioned Act of Parliament, the ſum of —— as by one tally and order, bearing date the ſame date may appear; By virtue of which ſaid tally, order and acts of parliament, he the ſaid *W. C.* for and during the term of his natural life, is become intitled to an annuity or yearly payment of three hundred and one pounds, and the ſaid *R. J.* for and during the term of his natural life, is become intitled to an annuity or yearly payment of —— iſſuing out of his Majeſty's Exchequer, and after their reſpective deceaſes, for and during the remainder of ninety-ſix years, in the ſaid laſt recited act mentioned or otherwiſe, for and during the ſaid term of ninety-ſix years abſolutely: And whereas by indenture bearing date, *&c.* made, *&c.* between the ſaid *W. C.* of the one part, and the ſaid *F. T.* of the other part, for and in conſideration of the ſum of one thouſand four hundred pounds, of, *&c.* to the ſaid *W. C.* in hand, *&c.* by *F. T.* he the ſaid *W. C.* did bargain, ſell, aſſign and ſet over unto the ſaid *F. T.* the ſaid annuity or yearly payment of three hundred and one pounds, and all his the ſaid *W. C.*'s eſtate, title, intereſt, property, claim and demand whatſoever of him the ſaid *W. C.* in, to, or out of the ſaid annuity or yearly payment of three hundred and one pounds, and in, to and out of the ſaid ſeveral ſums of two thouſand one hundred and fifty pounds, and one thouſand three hundred and fifty-four pounds and ten ſhillings, ſo by him the ſaid *W. C.* paid and advanced as aforeſaid; In which ſaid indenture there is a proviſo or condition for the making void the ſame, in caſe the ſaid *W. C.* his executors, adminiſtrators or aſſigns, ſhould pay or cauſe to be paid unto the ſaid *F. T.* his executors, adminiſtrators or aſſigns the ſum of one thouſand four hundred and eighty-four pounds, at the place and in manner in the ſame indenture in that beſialf mentioned, as by the ſame indenture, relation being thereunto had may more fully appear: And whereas the ſaid aſſignment made by *W. C.* unto the ſaid *F. T.* is in ſtrictneſs void, in regard no entry or memorandum was thereof made in the office of the Receipt in two months after the making the ſaid aſſignment, as by the ſaid in part recited act of parliament is required: And whereas it is agreed between the ſaid *W. C.* and *R. J.* that whoſoever of them the ſaid *W. C.* and *R. J.* ſhould happen to be ſurvivor, that ſuch ſurvivor ſhould upon ſuch ſurvivorſhip have an annuity or yearly payment of one hundred and fourteen pounds *per ann.* iſſuing out of his ſaid Majeſty's Court of Exchequer, and payable for and during the reſt and reſidue of the ſaid term of ninety-ſix years, which ſhall be then to come and unexpired; Now this Indenture witneſſeth, that in purſuance of the ſaid agreement, and for and in conſideration of the aſſignment herein after made by the ſaid *R. J.* in truſt for the ſaid *W. C.* in manner as herein after mentioned; and likewiſe in conſideration of five ſhillings of, *&c.* to him the ſaid *W. C.* in hand paid by the ſaid *F. T.* the receipt, *&c.* and for the further aſſuring unto the ſaid *F. T.* his executors, adminiſtrators and aſſigns, the ſaid principal ſum of one thouſand four hundred pounds, and all intereſt which now is or hereafter ſhall grow due for the ſame, by and with the conſent, and with the direction of the ſaid *R. J.* teſtified by his being party to and his ſealing and delivery of theſe preſents, he the ſaid *W. C.* hath bargained and ſold, aſſigned, transferred and ſet over, and by theſe preſents doth bargain, *&c.* unto the ſaid *F. T.* his executors, adminiſtrators and aſſigns, All that the ſaid annuity or yearly payment of three hundred and one pounds, and all eſtate, right, intereſt, property, truſt, claim or demand whatſoever either in law or equity, of, in, to or out of the ſaid annuity or yearly payment of three hundred and one pounds, and of, in, to and out of the ſaid ſeveral ſums of two thouſand one hundred and fifty pounds, and one thouſand three hundred and fifty-four pounds and ten ſhillings, and all intereſt due or which ſhall grow due for the ſame; To have and to hold the ſaid annuity or yearly payment of three hundred and one pounds and premiſes, unto the ſaid *F. T.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue of the before mentioned term of ninety-ſix years yet to come and unexpired; Subject nevertheleſs to the truſts, and to the intents and purpoſes herein after mentioned touching the ſame, that is to ſay, In Truſt in the firſt place, that he the ſaid *F. T.* ſhall in the firſt place, by way of retainer, or otherwiſe, pay and ſatisfy unto him and themſelves, the ſaid principal ſum of one thouſand four hundred pounds, and all intereſt already due, or which hereafter ſhall grow due for the ſame, and to anſwer and pay the ſurplus of the proceed, revenue and income of the ſaid annuity or yearly payment of three hundred

and

and one pounds unto the ſaid *W. C.* for and during the term of his natural life, and from and after the death of the ſaid *W. C.* in caſe the ſaid *R. J.* ſhall ſurvive the ſaid *W. C.* then upon ſuch truſt and confidence, that he the ſaid *F. T.* out of ſuch ſurplus of the ſaid proceed, revenue and income of the ſaid annuity or yearly payment of three hundred and one pounds *per annum*, pay and ſatisfy unto the ſaid *R. J.* his executors, adminiſtrators and aſſigns, the full and clear yearly ſum of one hundred and fourteen pounds for and during the reſt and reſidue of the ſaid ninety-ſix years that ſhall be unexpired at the time of ſuch deceaſe of the ſaid *W. C.* **And** as to the remaining ſurplus of the ſaid three hundred and one pounds *per annum*, beyond what will ſatisfy the ſaid ſum of one thouſand four hundred pounds and intereſt as aforeſaid, and likewiſe the yearly ſum of one hundred and fourteen pounds, ſhall anſwer and pay the ſame unto the executors, adminiſtrators or aſſigns of the ſaid *W. C.* **Provided nevertheleſs**, that in caſe the ſaid *W. C.* ſhall happen to ſurvive the ſaid *R. J.* that then the truſt herein before mentioned, for and on the behalf of the ſaid *R. J.* ſhall ceaſe and be void, and then and from thenceforth, and from and after the ſaid principal ſum of one thouſand four hundred pounds and intereſt as aforeſaid, ſhall be fully paid and ſatisfied, he the ſaid *F. T.* his executors, adminiſtrators and aſſigns, ſhall ſtand and be poſſeſſed of the ſaid annuity or yearly payment of the ſaid three hundred and one pounds in truſt, and for the ſole benefit of the ſaid *W. C.* his executors, adminiſtrators and aſſigns, for and during the full reſt and reſidue, and to the end of the before mentioned term of ninety-ſix years. **And this Indenture further witneſſeth**, that in purſuance of the ſaid *R. J.*'s part of the ſaid agreement, and for and in conſideration of the aſſignment herein before made by the ſaid *W. C.* unto the ſaid *F. T.* in truſt for the ſaid *R. J.* in manner as aforeſaid, and likewiſe in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *R. J.* in hand paid by the ſaid *G. P.* he the ſaid *R. J.* at the requeſt and by the direction of the ſaid *W. C.* teſtified by his being a party to and his ſealing and delivery of theſe preſents, **Hath** bargained and ſold, aſſigned, transferred and ſet over, and by theſe preſents **Doth** bargain, *&c.* unto the ſaid *G. P.* his executors, adminiſtrators and aſſigns, **All** the ſaid annuity or yearly payment of one hundred and fourteen pounds, and all the eſtate, title, intereſt, property, claim and demand whatſoever, either in law or equity, of him the ſaid *R. J.* of, in, to or out of the ſaid annuity or yearly payment of one hundred and fourteen pounds, and of, in, to or out of the ſaid ſeveral ſums of —— and all intereſt due, or which ſhall grow due for the ſame; **To have and to hold** the ſaid annuity or yearly payment of one hundred and fourteen pounds, and premiſes unto the ſaid *G. P.* his executors, adminiſtrators aſſigns, from henceforth for and during the full reſt and reſidue of the before mentioned term of ninety-ſix years yet to come and unexpired; **Subject nevertheleſs** to the truſts, and to the intents and purpoſes herein after mentioned touching the ſame term, that is to ſay, **Upon ſpecial Truſt** and confidence, that the ſaid *G. P.* his executors, adminiſtrators and aſſigns, ſhall and will permit and ſuffer the ſaid *R. J.* and his aſſigns to receive the ſaid annuity or yearly payment of one hundred and fourteen pounds, for and during the natural life of the ſaid *R. J.* and in caſe it ſhall happen that the ſaid *R. J.* ſhould depart this life in the life-time of the ſaid *W. C.* that then from and after ſuch deceaſe of the ſaid *R. J.* the ſaid *G. P.* his executors, adminiſtrators and aſſigns, ſhould ſtand poſſeſſed of the ſaid annuity or yearly payment of one hundred and fourteen pounds, in truſt only, and for the only benefit of the ſaid *W. C.* his executors, adminiſtrators and aſſigns, for and during the reſt and reſidue of the ſaid term of ninety-ſix years that ſhall be to come and unexpired at the time of the deceaſe of the ſaid *R. J.* **Provided nevertheleſs**, that if it ſhall happen that the ſaid *R. J.* ſhall ſurvive and overlive the ſaid *W. C.* that then and in ſuch caſe the ſaid truſt herein before declared, for the benefit and only behalf of the ſaid *W. C.* ſhall ceaſe and be void, and that the ſaid *G. P.* his executors, adminiſtrators and aſſigns, ſhall then and in ſuch caſe ſtand poſſeſſed of the ſaid annuity or yearly payment of one hundred and fourteen pounds *per annum*, in truſt and for the ſole and proper uſe and benefit of the ſaid *R. J.* his executors, adminiſtrators and aſſigns, and to no other uſe, intent or purpoſe whatſoever; **And the ſaid** *W. C.* doth for himſelf, his heirs, *&c.* covenant with the ſaid *R. J.* that he the ſaid *W. C.* hath not done or ſuffered any act, matter or thing, whereby the truſt herein before by theſe preſents declared, for the benefit and on the behalf of the ſaid *R. J.* touching the annuity or yearly payment of three hundred and one pounds, is, are, ſhall or may be impeached or incumbered in eſtate, title, charge, or otherwiſe howſoever, ſaving only the herein before recited mortgage made by the ſaid *W. C.* unto the ſaid *F. T.* as aforeſaid; **And** that the ſaid *W. C.* his executors, adminiſtrators and aſſigns, and all perſons having any eſtate or intereſt, or lawfully claiming, or which ſhall have or claim, in, to or out of the annuity or yearly payment of three hundred and one pounds, by, from or under him, at the requeſt and coſts and charges of the ſaid *R. J.* ſhall and will do any ſuch further and other reaſonable act or acts, thing or things, conveyance or aſſurances whatſoever, for the further aſſigning, aſſuring and conveying the ſaid annuity or yearly ſum of three hundred and one pounds unto the ſaid *F. T.* his, *&c.* for and during the reſt and reſidue of the ſaid term of ninety-ſix years, ſubject unto the truſts in that behalf herein before limited, as by the ſaid *R. J.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhould be reaſonably adviſed, deviſed or required; **And the ſaid** *R. J.* doth for himſelf, *&c.* covenant with the ſaid *W. C.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. J.* hath not done or wittingly ſuffered any act, matter or thing, whereby the truſt herein before touching the ſaid annuity or yearly payment of one hundred and fourteen pounds, for the benefit, and on the behalf of the ſaid *W. C.* ſhall or may be impeached or incumbered in eſtate, title, charge, or otherwiſe; **And further**, that he the ſaid *R. J.* his, *&c.* and all and every other perſon, having or lawfully claiming any eſtate, property or intereſt, in, to or out of the ſaid annuity or yearly payment of one hundred and fourteen pounds, by, from or under the ſaid *R. J.* ſhall and will, at the requeſt, coſts and charges of the ſaid *W. C.* his, *&c.* order, make and do any ſuch further and other reaſonable act or acts, thing or things, for the further aſſuring, aſſigning and conveying the ſaid annuity or yearly payment of one hundred and fourteen pounds unto the ſaid *J. C.* his, *&c.* for and during the reſt and reſidue of the ſaid term of ninety-ſix years, as by the ſaid *W. C.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required: **Provided always**, and the true intent and meaning of theſe preſents and the parties to the ſame is, that the ſaid *F. T.* and *G. J.* or either of them, their or either of their executors, adminiſtrators or aſſigns, ſhall not be liable or reſponſible for more money than what they or any of them ſhall actually receive; **And** that no one of them, his executors, adminiſtrators or aſſigns, ſhall be liable or reſponſible for the acts, receipts, or defaults of the other of them, his executors, adminiſtrators or aſſigns. **In Witneſs**, &c.

*(Rivett.)*

2. The ſurplus to the aſſignor for life, and after his death if R. J. ſurvives him, then that ſaid F. T. out of the ſurplus, ſhall pay thereout to R. J. 114l. per annum.

The ſurplus after the mortgage is diſcharged, to be paid to the executors, &c. of W. C.

But if W. C. ſurvives R. J. then after the mortgage diſcharged the ſaid annuity to be in truſt for W. C.

Aſſignment by R. J. at W. C.'s requeſt, to G. P. of ſaid annuity of 114l.

Subject to truſts.

1. That G. P. permit R. J. to receive the ſame during his life, and if R. J. died before W. C. then after his death in truſt for W. C.

But if R. J. overlives W. C. then in truſt for R. J.

W. C. covenants with R. J. that he has done no act to incumber the annuity of 301l.

Except ſaid mortgage.

And make further aſſurance.

R. J. covenants to W. C. that he has not incumbered the 114l. annuity.

Proviſo, that F. T. and G. J. ſhall not be chargeable for more than they receive, nor for the acts of each other.

*An Aſſignment of ſeveral Tallies for ſeveral Sums paid into the Exchequer towards the Purchaſe of Annuities, purſuant to an Act of Parliament, ſubject to Forfeiture, as mentioned in the Act.*

Payments of money into the Exchequer towards purchaſe of annuities.

**TO all to whom** theſe preſents ſhall come, *Charles Hay* of, *&c.* Gentleman, ſendeth greeting. **Whereas** the ſaid *C. H.* in purſuance of an act of parliament lately made for continuing the ſeveral duties and ſubſidies therein mentioned, and for ſettling and eſtabliſhing a fund thereby, and otherwiſe, for payment of annuities, to be ſold for raiſing a further ſupply to her Majeſty for the ſervice of the year 1707, and other uſes, hath paid into the receipt of her Majeſty's Exchequer the eight ſeveral ſums of two hundred pounds a-piece of lawful money, being the firſt and ſecond payments of the four ſeveral ſums of eight hundred pounds a piece, towards the purchaſing four ſeveral annuities or yearly ſums of fifty pounds a-piece, to be paid to the ſaid *C. H.* and his aſſigns, for a term of ninety-nine years in the ſaid act mentioned, to be computed from the 25th day of March 1707, as by four ſeveral tallies dated the 27th day of March aforeſaid, and by four other tallies dated the ——— day of July inſtant, (relation being thereunto had) may appear: **Now know ye**, that for and in conſideration of a certain competent ſum

Conſideration.

of, *&c.* to the ſaid *C. H.* in hand paid by the Right Honourable *J. F.* Eſquire, at or before, *&c.* the receipt whereof, *&c.* he the ſaid *C. H.* **Hath** bargained, ſold, aſſigned and ſet over, and by, *&c.* unto the

Aſſignment.

ſaid *J. F.* his executors, adminiſtrators and aſſigns, **The** ſaid eight tallies, and all the eſtate, right, title, intereſt, term of years, property, claim and demand whatſoever, which he the ſaid *C. H.* hath, or can, ſhall or may have, claim or demand of, in, or to the ſaid tallies, and of, in and to the ſaid four annuities or yearly ſums of fifty pounds a-piece, and the other tallies to be ſtruck on payment of the remaining parts of the purchaſe monies of the ſaid annuities, and of, in and to the orders to be made out in his name for

Habendum.

payment thereof; **To have and to hold** the ſaid tallies, and all other the ſaid hereby aſſigned or intended to be hereby aſſigned premiſes, unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue now to come and unexpired of the ſaid term of ninety-nine

Subject to forfeiture, &c.

years; **Subject nevertheleſs** to ſuch forfeiture and loſs as the ſaid premiſes are liable unto by the ſaid act of parliament, in caſe of non-payment of the remaining parts of the purchaſe monies of the ſaid annuities, according to the direction of the ſaid act in that behalf. **And the ſaid** *C. H.* for himſelf, *&c.* doth covenant and agree to and with the ſaid *J. F.* his, *&c.* by theſe preſents, that he the ſaid *C. H.* his, *&c.* ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges of the ſaid *J. F.* his, *&c.* (he or they paying the remaining parts of the purchaſe monies of the ſaid annuities, according to the direction of the ſaid act of parliament in that behalf) do, make and execute, or cauſe and procure to be made and executed, all and every further and other lawful and reaſonable act and acts, thing and things, aſſignment and aſſignments in the law whatſoever, for the further, better, more full and abſolute aſſigning and confirming the ſaid four ſeveral annuities of fifty pounds a-piece, and the ſeveral orders and tallies made, and to be made out and ſtruck in the name of the ſaid *C. H.* for payment thereof, and every of them, unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, for and during all the reſidue of the ſaid term of ninety-nine years to be then unexpired. **In Witneſs**, &c.

Covenant to do any further act, &c.

*An Aſſignment of five Policies, with a Proviſo for re-aſſigning them on Payment of Mortgage-Money purſuant to a Proviſo in a Mortgage of the Premiſes of even Date.*

Recital of policies.

**WHEREAS** the truſtees of the *The Amicable Contributionſhip*, or *Hand-in-Hand Fire-Office*, for inſuring houſes, *&c.* from loſs by fire, *Did* by five certain inſtruments or policies of inſurance, under their hands and ſeals, four of them bearing date the, *&c.* and the other of them bearing date the, *&c.* and four of them numbered as follows, *viz. &c.* and the other of them numbered, *&c.* inſure in the name of *R. B.* citizen and goldſmith of London, the ſeveral ſums of ſeventy-five pounds, ſeventy-five pounds, fifty pounds, one hundred pounds, and one hundred and twenty-five pounds (amounting in the whole to the ſum of four hundred and twenty-five pounds) upon, *&c.* for the term of ſeven years from the date of the ſaid reſpective policies, in ſuch manner as in the ſame inſtruments or policies are mentioned and expreſſed: **Now theſe Preſents witneſs**, That for and in conſideration of the ſum of five ſhillings, of, *&c.* to him the ſaid *R. B.* in hand paid by *T. M.* Merchant, and *R. A.* at, *&c.* the receipt, *&c.* **He** the ſaid *R. B.* (at the requeſt, and by and with the conſent, direction and appointment of *E. H.* of, *&c.* and *J.* his wife)

Conſideration

Aſſignment.

**Have**, and by theſe Preſents **Do**, and each of them **Doth** bargain, *&c.* unto the ſaid *T. M.* and *R. A.* their executors, adminiſtrators and aſſigns, **The** ſaid five ſeveral inſtruments or policies of inſurance, ſo made to or taken out in the name of the ſaid *R. B.* as aforeſaid, with all and every the ſum and ſums of money thereby aſſured, or which ſhall be due, payable or recoverable upon all, every or any of the ſaid policies, and all intereſts, dividends, profit, benefit and advantage whatſoever, to ariſe or to be had or made by virtue of the ſaid inſtruments or policies of inſurance, any or every or either of them: **Provided always**, and theſe preſents are upon this condition, that if they the ſaid *E. H.* and *J.* his wife, or either of them, their or either of their executors, adminiſtrators or aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. M.* his executors, adminiſtrators or aſſigns, the ſum of two hundred and fifty-two pounds, and to the ſaid *R. A.* the ſum of two hundred and ten pounds, upon the ſeveral days, and in ſuch manner, as the ſame ſeveral ſums are appointed to be paid, according to a proviſo or condition contained in an indenture *tripartite* of aſſignment, bearing even date with and executed immediately before theſe preſents, and made between the ſaid *R. B.* of the firſt part, the ſaid *E. H.* and *J.* his wife, (by ſuch other deſcription as therein is mentioned) of the ſecond part, and the ſaid *T. M.* and *R. A.* (by ſuch other additions as therein alſo mentioned) of the third part, that then the ſaid *T. M.* and *R. A.* their executors, adminiſtrators or aſſigns, ſhall and will at the requeſt and charge of the ſaid *E. H.* and *J.* his wife, their executors or aſſigns, re-aſſign the ſaid five inſtruments or policies of inſurance, and all their right and intereſt therein and thereunto, unto the ſaid *E. H.* and *J.* his wife, their executors, adminiſtrators and aſſigns. **In Witneſs**, &c.

Proviſo to re-aſſign the policies, if the money mentioned in a mortgage of even date, be paid according therein.

*(Wood.)*

*Aſſignment*

*Aſſignment by a Man and his Wife, (the Wife being Adminiſtratrix to her Father) of all Debts due to the Father's Eſtate on Bonds, Judgments, Notes, &c. in Conſideration of a Sum of Money paid, with Letter of Attorney and proper Covenants.**

THIS Indenture made, *&c.* Between *Francis Boyd* of, *&c.* Eſquire, and *Dorothy* his wife, (daughter and adminiſtratrix of the goods and chattels, debts and credits of *William Newman*, late of, *&c.* deceaſed) of the one part, and *William Long* of, *&c.* of the other part. Whereas there are ſeveral debts upon bond, judgment, aſſignment, note, book or otherwiſe, now due and owing from ſeveral perſons to the eſtate late of the ſaid *W. N.* which now belong to and are the property of the ſaid *F. B.* and *D.* his wife (as being ſuch adminiſtratrix as aforeſaid;) And whereas moſt of the ſaid debts being of long ſtanding, few of them good, and the greateſt part of them bad and deſperate, and in regard of the trouble and great expence and charge which the ſaid *W. L.* may be at in getting in ſuch of the ſaid debts as may prove good, that they the ſaid *F. B.* and *D.* his wife, in conſideration of the ſum of one hundred pounds to them paid by the ſaid *W. L.* as herein after mentioned, have agreed to make an abſolute aſſignment of all and every the ſaid debts, both good and bad, unto and to and for the only uſe and benefit of him the ſaid *W. L.* his executors and aſſigns, in ſuch manner, and except as herein after is in that behalf mentioned and expreſſed: Now this Indenture witneſſeth, that in purſuance and performance of the ſaid recited agreement, and for and in conſideration of the ſaid ſum of one hundred pounds of, *&c.* to them the ſaid *F. B.* and *D.* his wife, or one of them, in hand well and truly paid by the ſaid *W. L.* at, *&c.* In full for the abſolute purchaſe of all the right and intereſt of them the ſaid *F. B.* and *D.* his wife, of, in and to the ſaid hereby aſſigned debts, monies and premiſes, the receipt of which ſaid ſum of one hundred pounds they the ſaid *F. B.* and *D.* his wife do hereby acknowledge, and thereof, *&c.* the ſaid *W. L.* his executors, adminiſtrators and aſſigns, and for divers other, *&c.* They the ſaid *F. B.* and *D.* his wife, have, and each of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Do and each of them Doth freely, clearly and abſolutely bargain, *&c.* unto the ſaid *W. L.* All and every the ſaid debts both good and bad, and ſums of money whatſoever as are now due and owing by virtue of any judgments, bonds, notes, books, or otherwiſe howſoever, from all and every perſons whomſoever and whereſoever, to the eſtate late of the ſaid *W. N.* deceaſed, or to them the ſaid *F. B.* and *D.* his wife, or either of them, as his repreſentatives by virtue of the ſaid adminiſtration, or otherwiſe howſoever, (other than and except a debt due from *W. V.* late of London, Merchant, one other debt due from the late Earl of T. deceaſed,) together with all and every the bonds, judgments, notes, and all intereſt monies due thereon, and alſo all books of account, and all and every other the vouchers, papers and writings whatſoever, touching or concerning the ſame, and together alſo with all benefit and advantage whatſoever to be had or made of the ſame; and alſo all right, title, intereſt, property, claim and demand whatſoever, both at law and equity, of them the ſaid *F. B.* and *D.* his wife, or of either of them, or of any perſon or perſons in truſt for them, or either of them, of, in, to or out of the ſaid hereby aſſigned debts, monies and premiſes, and every part and parcel thereof, by virtue of the ſaid adminiſtration, or otherwiſe howſoever; To have, hold, receive, take and enjoy the ſaid debts, monies, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned premiſes (except as aforeſaid) unto and to and for the only uſe and benefit of him the ſaid *W. L.* his executors, adminiſtrators and aſſigns, as and for his and their own proper monies from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as they the ſaid *F. B.* and *D.* his wife, or either of them, their or either of their executors or adminiſtrators, could or might have had, received or enjoyed the ſame, in caſe theſe preſents had not been made. And for the better and more effectual enabling him the ſaid *W. L.* his executors, adminiſtrators and aſſigns, to recover and receive all and ſingular the hereby aſſigned debts, monies and premiſes, to and for his and their own uſe and benefit, they the ſaid *F. B.* and *D.* his wife, for the conſiderations aforeſaid, have and each of them hath, and by theſe preſents Do, and each of them Doth nominate, *&c.* the ſaid *W. L.* his, *&c.* the true and lawful attorney and attornies of them the ſaid *F. B.* and *D.* his wife, in their or either of their names, or otherwiſe, to aſk, demand, ſue for, recover and receive, of and from ——— and all and every other perſons whomſoever, who are any ways indebted to the eſtate late of the ſaid *W. N.* or his repreſentatives as aforeſaid, All and ſingular the ſaid hereby aſſigned debts, ſums of money and premiſes (except the aforeſaid two debts,) and upon receipt thereof, or of any part thereof, in the names of the ſaid *F. B.* and *D.* his wife, or either of them, or otherwiſe, to give proper and ſufficient diſcharges for the ſame, and upon non-payment thereof, or of any part thereof, in their or either of their names, to commence any action or ſuit, either at law or in equity, and the ſame to carry on to effect, for the recovery and receipt of the ſaid hereby aſſigned debts, monies and premiſes; and they the ſaid *F. B.* and *D.* his wife, do hereby give and grant unto the ſaid *W. L.* his executors, adminiſtrators and aſſigns, their and each of their full, whole and abſolute power, as well for the ſuing for, recovering, obtaining and receiving, as alſo for the releaſing, compounding and diſcharging of all and every the ſaid hereby aſſigned debts, monies and premiſes (except as aforeſaid,) and that as fully, *&c.* and finally they the ſaid *F. B.* and *D.* his wife, and each of them, do hereby eſtabliſh, ratify, *&c.* And the ſaid *F. B.* for himſelf, and for the ſaid *D.* his wife, and for their reſpective executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *W. L.* his, *&c.* in manner as follows; (to wit,) That they the ſaid *F. B.* and *D.* his wife, or either of them, have not at any time heretofore aſſigned, releaſed or diſcharged, all or any of the ſaid hereby aſſigned debts, monies and premiſes (except only as to the two debts aforeſaid,) but ſhall or will at any time hereafter receive, releaſe or diſcharge the ſame, or any of them; nor ſhall or will diſavow, diſcontinue, releaſe or

Recital of debts due to the inteſtate on bond, judgment, aſſignment, &c. Many of them bad.

Agreement for aſſignment.

Conſideration.

Aſſignment.

Habendum.

Letter of attorney.

Covenant, viz. by huſband for himſelf & ux', that the debts are not diſcharged, nor will they diſcharge them.

* Debts by the common law are not properly aſſignable. *Vide the theoretical part of this work.*

diſcharge

Nor revoke any power given to the aſſignee.

But ſhall do any further act, &c.

Covenant to indemnify the aſſignors.

diſcharge any action or ſuit, which at any time ſhall be brought or commenced by the ſaid *W. L.* his, *&c.* for the recovery and receipt of the hereby aſſigned debts, monies and premiſes, or any part thereof; nor revoke or countermand any power or authority hereby given to the ſaid *W. L.* his, *&c.* without his or their conſent in writing firſt had for that purpoſe; **But** ſhall and will at any time or times hereafter, at the requeſt and charge of the ſaid *W. L.* his, *&c.* make, do and execute, or cauſe or procure to be made, done or executed, all and every ſuch further acts and things whatſoever, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the better and more effectual enabling the ſaid *W. L.* his, *&c.* to recover and receive all and ſingular the ſaid hereby aſſigned debts, monies and premiſes (except as aforeſaid) to and for his and their own uſe and benefit, as by his or their counſel learned in the law ſhall in that behalf be reaſonably adviſed or required. **And laſtly**, the ſaid *W. L.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant with them the ſaid *F. B.* and *D.* his wife, their executors and adminiſtrators, that he the ſaid *W. L.* his, *&c.* ſhall and will from time to time, and at all times hereafter, ſave, keep harmleſs and indemnified the ſaid *F. B.* and *D.* his wife, their, *&c.* and their and every of their goods and chattels, lands and tenements, of, from and againſt all coſts, charges, damages and expences whatſoever, which ſhall or may any way fall upon, or be come by, or be recovered againſt the ſaid *F. B.* and *D.* his wife, their executors or adminiſtrators, by means or occaſion of any action or actions, ſuit or ſuits that ſhall or may be brought by, or proſecuted in the name of them the ſaid *F. B.* and *D.* his wife, or either of them, their or either of their, *&c.* for the recovery of any of the ſaid hereby aſſigned debts, by virtue of theſe preſents, or of any power or authority hereby given unto the ſaid *W. L.* his, *&c.* **In Witneſs**, *&c.*

*(Peruſed by Mr. Lloyd.)*

## *Aſſignment of a Judgment by Deed Poll.*

**To all**, *&c.* I *F. J.* of ——— ſend greeting. **Whereas** there is a judgment for ——— pounds on record, in the court of ——— at Weſtminſter, againſt *R. C.* of ———, at the ſuit of me the ſaid *F. J.* as by the records of the ſaid court remaining in the treaſury of the ſaid court at Weſtminſter doth at large appear; upon which judgment execution hath been late ſued forth: **Now know ye**, that I the ſaid *F. J.* for divers good cauſes and conſiderations me hereunto moving, have granted, transferred, aſſigned and ſet over, and by theſe preſents do clearly and abſolutely grant, transfer, aſſign and ſet over unto *J. F.* of ———, his executors, adminiſtrators and aſſigns, as well the ſaid judgment for the ——— aforeſaid, as alſo all benefit, profit, ſum and ſums, and advantage whatſoever, that now is, or hereafter ſhall or may be obtained by reaſon or means of the ſame, or of any execution thereupon now had or to be had, ſued, executed or obtained, and all the eſtate, right, title, intereſt and demand whatſoever, which I the ſaid *F. J.* have or ought to have or claim of, in or to the ſaid judgment, or any ſum of money, lands or tenements, which by virtue thereof, or of any proceſs or execution thereupon ſued or to be ſued, is or which ſhall be recovered, obtained or gotten. **And further**, I the ſaid *F. J.* do by theſe preſents make, ordain, conſtitute, authorize and appoint the ſaid *J. F.* to be my true and lawful attorney, for me and in my name to ſue and proſecute the execution upon the ſaid judgment, and upon compoſition or agreement made concerning the premiſes, to acknowledge ſatisfaction, or to make and do any other releaſe or diſcharge for the ſame; and all and every other act and acts, thing or things whatſoever, as ſhall be requiſite in and about the premiſes, I covenant, promiſe and agree to allow, eſtabliſh and confirm by theſe preſents. **And** I the ſaid *F. J.* for myſelf, my executors and adminiſtrators, do covenant, promiſe and agree, to and with the ſaid *J. F.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, that I the ſaid *F. J.* have never made or executed any releaſe or other diſcharge of the ſaid judgment, or of any execution which hath been or ſhall be thereupon ſued or executed; neither will nor ſhall I the ſaid *F. J.* my executors or adminiſtrators, at any time hereafter make, commit, or do any releaſe, act or thing whatſoever, whereby the ſaid judgment, or any execution which hath been thereupon ſued or executed, or which ſhall be thereupon ſued or executed at any time hereafter by the ſaid *J. F.* or his aſſigns, ſhall be in any manner or wiſe hurt, hindered, diſabled, debarred or extinguiſhed without the conſent of the ſaid *J. F.* his executors, adminiſtrators or aſſigns, thereunto firſt had in writing; **And further**, that I the ſaid *F. J.* my executors and adminiſtrators, ſhall and will, at all times hereafter, on requeſt made, and at the coſts and charges of the ſaid *J. F.* his, *&c.* maintain, juſtify, allow and confirm all ſuch lawful actions, ſuits, proceſs, executions and proceedings whatſoever, as have been or hereafter ſhall be brought, ſued forth or proſecuted againſt the ſaid *R. C.* his heirs, executors, adminiſtrators or aſſigns, his, their or any of their tenements, lands and goods, upon or by reaſon of the ſaid judgment. **And**, *&c.* *(Add a covenant for peaceable enjoyment.* Vide *Tit.* **Covenants.***)* **In Witneſs**, *&c.*

Letter of attorney to proſecute.

Covenant that no diſcharge of judgment has been or will be made.

That aſſignor will confirm proceedings on judgment.

*(Wood.)*

## *Aſſignment of Rents as a Collateral Security.*

Recital of leaſes.

A mortgage of other premiſes.

Conſideration.

Aſſignment.

**This Indenture** made, *&c.* **Between** *T. E.* of the one part, and the Reverend *F. A.* one of the Canons of the cathedral church of Sarum, of the other part. **Whereas** *(recital of three ſeveral leaſes)* as by the ſaid ſeveral leaſes, reference, *&c.* **And whereas** *(recite a mortgage made of other premiſes)* for ſecuring the ſum of one thouſand pounds relation, *&c.* **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *T. C.* in hand paid by the ſaid *F. A.* at, or, *&c.* the receipt, *&c.* **And** for the further and better ſecuring the payment of the ſaid ſum of one thouſand pounds, and intereſt, lent to the ſaid *T. E.* by the ſaid *F. A.* as aforeſaid, **And** for divers other good cauſes and conſiderations the ſaid *T. E.* hereunto eſpecially moving, **he** the ſaid *T. E.* **hath** granted, bargained, ſold, aſſigned, ſet over and transferred, and by theſe preſents **doth** grant, *&c.* unto the ſaid *F. A.* his executors, adminiſtrators and aſſigns, **The** ſaid ſeveral yearly rents of five pounds, five

five pounds, and five pounds, amounting together to the yearly ſum of fifteen pounds, **And all** and every other the rent and rents, ſum and ſums of money whatſoever, in and by the ſaid ſeveral indentures of leaſe, reſerved and payable to the ſaid *T. E.* his executors, adminiſtrators and aſſigns, **And all** his the ſaid *T. E.*'s right, title, intereſt, uſe, truſt, property, claim and demand, of, in, and to the ſame; **And all** and every the remedies, clauſes, proviſoes and agreements in the ſaid indentures of leaſe contained for the recovering thereof, **Together** with the counterparts of the ſaid ſeveral indentures of leaſe; **To have, hold,** receive, perceive, and enjoy the ſaid yearly ſums or rents, and every part and parcel thereof hereby aſſigned, or intended ſo to be, unto the ſaid *F. A.* his executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents, for and during the continuance of the ſaid ſeveral and reſpective indentures of leaſe before recited, in as large, ample and beneficial manner, to all intents and purpoſes, as the ſaid *T. E.* or his aſſigns might or could do, by force and virtue of the ſaid recited indentures of leaſe, or otherwiſe howſoever; **And the ſaid** *T. E.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *F. A.* his executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *T. E.* hath not at any time heretofore aſſigned, incumbered, or by any ways or means whatſoever diſcharged the ſaid yearly rents or ſums of five pounds, five pounds, and five pounds, or any or either of them, or any part, *&c.* ſo due, reſerved, and payable to the ſaid *T. E.* as aforeſaid; **And further,** that after default ſhall happen to be made in payment of the ſaid ſum of one thouſand pounds and intereſt, or any part thereof, contrary to the proviſo and covenant in the ſaid recited indenture of mortgage, that then it ſhall and may be lawful to and for the ſaid *F. A.* his executors, adminiſtrators or aſſigns; **And the ſaid** *T. E.* doth by theſe preſents impower the ſaid *F. A.* his executors, adminiſtrators and aſſigns, to receive and take the ſaid yearly rents or ſums of five pounds, five pounds, and five pounds, and every of them, and every part and parcel of them, and all other rents whatſoever, reſerved and payable to the ſaid *T. E.* his executors, adminiſtrators and aſſigns, by virtue of the ſaid recited indentures of leaſe, without the let or diſturbance of the ſaid *T. E.* his executors and adminiſtrators, or of or by any other perſon or perſons whatſoever; **Provided always** and upon condition nevertheleſs, that if the ſaid *T. E.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *F. A.* his executors, adminiſtrators or aſſigns, the ſaid ſum of one thouſand and fifty pounds of, *&c.* at ſuch times and place, and in manner as the ſame is made payable, by the proviſo and covenant in the ſaid recited indenture of mortgage made payable, that then this preſent grant and aſſignment to be void and of no effect; (any thing herein contained to the contrary notwithſtanding;) **And laſtly,** that until there ſhall be a failure in payment of the ſaid ſum of one thouſand and fifty pounds, or ſome part thereof, contrary to the proviſo and covenant in the ſaid recited indenture of mortgage contained in that behalf, it ſhall and may be lawful to and for the ſaid *T. E.* his executors and adminiſtrators, to have, take and receive to his and their own uſe, the ſaid annual rents of five pounds, five pounds, and five pounds to him reſerved, and payable by the ſaid recited indenture of leaſe, as aforeſaid, without any account to be had or given for the ſame. **In Witneſs,** &c.

*(Pigott.)*

Habendum.

During the continuance of terms.

Covenants,

that premiſes are not incumbered or rents diſcharged, if default ſhall be made in payment.

Then mortgagee may receive rents, &c.

Proviſo for redemption.

Mortgagor to receive rents till failure in payment, &c.

## *Aſſignment of Dividends of South-Sea Annuities by way of a Joint Annuity, for better ſecuring Payment thereof, ſecured by a Bond of even Date.*

**THIS Indenture,** &c. **Between** *T. B.* of, *&c.* of the one part, and *M. W.* of, *&c.* of the other part. **Whereas** by an order of the High Court of Chancery, bearing date, *&c.* and made in a certain cauſe then and there depending, wherein *W. J.* (adminiſtrator of *L. K.* deceaſed) was plaintiff, and the ſaid *T. B.* and *A.* his wife, and others, were defendants, *It was (inter alia) ordered,* that the ſum of one thouſand pounds ſhould be inveſted in South-Sea annuities in the name of the Accomptant General of the ſaid court; *Upon truſt,* that the intereſt thereof ſhould be paid to the ſaid *T. B.* for his life, as by the ſaid order, relation, *&c.* **And whereas** the ſaid ſum of one thouſand pounds was laid out in the purchaſe of nine hundred and twenty pounds South-Sea annuities, which were transferred to the account of the ſaid Accomptant-General, and were atteſted by him upon the truſt aforeſaid, as by the report of the ſaid Accomptant General and certificate of *C. J.* Eſquire, bearing date, *&c.* relation being thereunto reſpectively had, may appear: **And whereas** part of the South-Sea annuities hath been ſince annihilated, whereby the ſame are now reduced to the ſum of nine hundred and fourteen pounds ſixteen ſhillings. **And whereas** in conſideration of the ſum of two hundred and ſixteen pounds of, *&c.* to the ſaid *T. B.* by the ſaid *M. W.* paid or agreed to be paid, he the ſaid *T. B.* in and by one bond or obligation, bearing even date with theſe preſents, became bound unto the ſaid *M. W.* in the penal ſum of five hundred pounds, with condition thereunder written to be void, if he the ſaid *T. B.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, during the joint lives of them the ſaid *T. B.* and *M. W.* well and truly pay or cauſe to be paid unto the ſaid *M. W.* her executors, adminiſtrators and aſſigns, **One annuity** or yearly ſum of thirty-ſix pounds ten ſhillings at the days, times and place, and in manner therein mentioned, as in and by the ſaid bond or obligation, relation being thereunto alſo had, may appear: **And whereas** for the better ſecuring the payment of the ſaid annuity, during ſuch joint lives as aforeſaid, it hath been agreed by and between the ſaid *T. B.* and *M. W.* that he the ſaid *T. B.* ſhould aſſign and transfer unto, or otherwiſe impower the ſaid *M. W.* to receive the produce of the ſaid South-Sea annuities, during the joint lives of them the ſaid *T. B.* and *M. W.* **Now this Indenture witneſſeth,** that for and in conſideration of the ſaid ſum of two hundred and ſixteen pounds of, *&c.* to him the ſaid *T. B.* in hand, *&c.* by the ſaid *M. W.* at, *&c.* the receipt, *&c.* he the ſaid *T. B.* **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **doth** bargain, *&c.* and ſet over unto the ſaid *M. W.* the intereſt, dividends and produce of the ſaid nine hundred and fourteen pounds ſixteen ſhillings South-Sea annuities; **To have and to hold,** receive and take the ſame, during the joint lives of them the ſaid *T. B.* and *M. W.* **And** for that purpoſe, he the ſaid *T. B.* **hath** made, conſtituted and appointed, and by theſe preſents doth make, *&c.* the ſaid *M. W.* his true and lawful attorney, from time

Recitals, viz. As to an order in Chancery, whereby 1000l. ſhould be inveſted in South-Sea annuities, in the name of the Accomptant General, upon truſt, &c.

That the ſame was ſo laid out, as by his report, &c.

As to the ſame being ſince annihilated.

As to T. B.'s bond of even date for paying an annuity of —— to Mr. W. during their joint lives.

As to agreement previous for transferring produce of the South-Sea annuities to M. W. for better ſecuring payment thereof.

Conſideration.

Aſſignment of the intereſt, dividends, &c.

Habendum.

Letter of attorney, &c.

time to time, during ſuch joint lives as aforeſaid, to aſk, demand and receive of and from the Accomptant General of the High Court of Chancery, or from whom elſe it may concern, the intereſt or dividend of the ſaid nine hundred and fourteen pounds ſixteen ſhillings, South-Sea annuities, and all and every warrant and warrants, draft and drafts, that ſhall, during ſuch joint lives as aforeſaid, be drawn and made payable to the ſaid *T. B.* for or in reſpect of ſuch intereſt or dividends, and for him, and in his name, to give all proper and neceſſary receipts and diſcharges for the ſame, or any part thereof, and from time to time, during ſuch joint lives as aforeſaid, to indorſe the name of him the ſaid *T. B.* upon all and every ſuch warrant and warrants, draft and drafts that ſhall be drawn by the ſaid Accomptant General, and payable to the ſaid *T. B.* for the intereſt or dividends of the ſaid nine hundred and fourteen pounds ſixteen ſhillings, South-Sea annuities: **And whereas** part of the ſaid nine hundred and fourteen pounds ſixteen ſhillings, South-Sea annuities may, during ſuch joint lives as aforeſaid, be paid off and annihilated; **Now** the ſaid *T. B.* doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *M. W.* his, *&c.* by theſe preſents, that he the ſaid *T. B.* ſhall and will from time to time conſent and agree, and at his own expence procure all ſuch ſums of money, as ſhall at any time, during ſuch joint lives as aforeſaid, be paid off by the ſaid South-Sea Company, for the annihilation of any part of the ſaid nine hundred and fourteen pounds ſixteen ſhillings, South-Sea annuities, to be re-inveſted and laid out again in South-Sea annuities, **Upon the Truſts** aforeſaid; **And** after the ſame ſhall have been ſo re-inveſted and laid out again, ſhall and will aſſign unto, or otherwiſe impower the ſaid *M. W.* to receive the intereſt, dividends and produce thereof during ſuch joint lives as aforeſaid; **And** ſhall not, nor will at any time, during ſuch joint lives as aforeſaid, revoke or make void ſuch new power or powers, letter or letters of attorney, or theſe preſents. **Provided always**, and it is hereby agreed and declared by and between the parties to theſe preſents, that in caſe the ſaid *T. B.* ſhall, at any time after one year from the date hereof, be minded and deſirous to determine the ſaid annuity, and ſhall thereof give ſix months notice in writing, unto the ſaid *W. M.* or her aſſigns; that then and in ſuch caſe, on re-payment of the ſaid two hundred and ſixteen pounds, and diſcharging all arrears of the ſaid annuity, and alſo the ſaid annuity unto the then next day of payment, unto the ſaid *M. W.* or her aſſigns, the ſaid annuity ſhall ceaſe and be no longer paid or payable; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

*(Wood.)*

T. B.'s covenant, that if South Sea annuities during joint lives be paid off by the Company, for annihilation of ſaid 914l. 16s. that the ſame ſhall be again re-inveſted upon the truſts aforeſaid.

Not to revoke, &c.

A power for making annuity void in one year's time on T. B.'s paying, &c.

## *An Aſſignment of Ten Policies of Inſurance on Houſes,* &c. *particularly deſcribing each Policy.*

Conſideration. **Know all Men** by theſe preſents, That I *P. G.* of, *&c.* for and in conſideration of five ſhillings of, *&c.* by *J. M.* of, *&c.* to me in hand paid at, *&c.* the receipt, *&c.* and for divers, *&c.*

Aſſignment. **Have** aſſigned, transferred and ſet over, and by theſe preſents **Do** aſſign, *&c.* unto the ſaid *J. M.* his executors, adminiſtrators and aſſigns, **All thoſe** ten ſeveral policies or inſtruments of inſurance made and taken out of the public Fire-Office of the *Amicable Contributionſhip*, or Society commonly called *The Hand-in-Hand Office*, numbered reſpectively 12, 5893, 10345, *&c.* and all bearing date the 11th day of April laſt, by one of which ſaid policies, numbered 12, the ſum of four hundred pounds is inſured to the ſaid *P. G.* for the term of ſeven years from the date of the ſame policy upon the premiſes in the ſame policy mentioned and deſcribed, and by one other of the ſaid policies numbered 5893, the ſum of two hundred pounds is inſured unto the ſaid *P. G.* for the ſame term from the ſame time upon the premiſes in the ſame laſt policy mentioned and deſcribed, and by one other of the ſaid policies numbered 10345, the ſum of three hundred pounds is inſured unto the ſaid *P. G.* for the ſame term from the ſame time, upon the premiſes in the ſame laſt policy mentioned and deſcribed, and by one other *&c.* *(in like manner as to the reſt)* as by the

Habendum. ſaid ſeveral and reſpective policies or inſtruments of aſſurance, relation, *&c.* **To have, hold**, enjoy, receive and take for all the remainder of the ſaid ſeveral and reſpective terms of ſeven years from the day of the date thereof, unto the ſaid *J. M.* his executors, adminiſtrators and aſſigns, the ſaid ſeveral policies or inſtruments of aſſurance, and all and every ſum and ſums of money, dividends, intereſt, benefit and advantage whatſoever, now due or hereafter to ariſe or be had or made by virtue thereof reſpectively, during the remainder of the ſaid ſeveral terms in any manner howſoever. **In Witneſs** whereof, I the ſaid *P. G.* have, *&c.*

*(Wood.)*

## *An Aſſignment of a Moiety of a fourth Part of a Leaſe of a Light-Houſe under a Patent, and of ſome Land purchaſed to accommodate it. This Deed being made by the Aſſignee of the Executors of one Partner of four to a Perſon who had paid Half the Money for that fourth Part.*

**This Indenture** made the 9th day of Auguſt, in the eighteenth year, *&c.* and in the year of our Lord 1778, **Between** *Amos Aſton* of, *&c.* Eſquire, of the one part, and *Barnaby Bing* of, *&c.* merchant, of the other part. **Whereas** by indenture quadrupartite, bearing date the ſecond day of May in the year of our Lord 1768, and made or mentioned to be made between *Clement Cater* junior, of, *&c.* Gentleman, of the firſt part, *Darby Dun* of, *&c.* Gentleman, of the ſecond part, *Edward Eades* of, *&c.* baker, of the third part, and *Francis Flint* of, *&c.* Gentleman, of the fourth part, *reciting*, that by indenture of leaſe bearing date the ſixth day of March 1767, and made or mentioned to be made between the Maſter, Wardens and Aſſiſtants of the Guild, Fraternity or Brotherhood of the moſt glorious and undivided Trinity, and of St. Clement, and in the pariſh of Deptford Strond in the county of Kent, of the one part, and the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades*, and *Francis Flint* of the other part, reciting (amongſt other things) That whereas our Sovereign Lord King George the Third by his letters patent under the Great Seal of Great Britain, bearing date at Weſtminſter the 26th day of May in the ſecond year of his reign, did for himſelf, his heirs and ſucceſſors, give and grant unto the ſaid Maſter, Wardens and Aſſiſtants, and their ſucceſſors, free licence and authority, to build, ſet up, renew and maintain a light-houſe on the Iſland of Portland (as is therein deſcribed) with lights to be continually burning therein in the night ſeaſon, whereby ſeafaring men and mariners might avoid dangers; **And** for defraying the charge in erecting and maintaining the ſaid light-houſe, his ſaid Majeſty,

Indenture quadrupartite recited, which recited a leaſe which recited a grant from the Crown to a Guild to build, &c. a lighthouſe at a certain place,

Majeſty did declare and grant, That for ever from the time the lights ſhould be lighted in the ſaid intended light-houſe, the ſaid Maſter, Wardens and Aſſiſtants, their ſucceſſors and aſſigns, ſhould or might collect and receive of the maſters and owners of all ſhips and veſſels the ſeveral duties of one halfpenny *per* ton in, and one halfpenny *per* ton out, for all Britiſh ſhips bound to and from foreign ports; double the ſame for ſtrangers; and twelve pence a veſſel for coaſters as often as they paſs by the ſaid lighthouſe. The duties of outward bound ſhips to be paid before their clearing outwards at any of his Majeſty's cuſtomhouſes; **To hold** to the ſaid Maſter, Wardens and Aſſiſtants, their ſucceſſors and aſſigns for ever, without any account to be rendered to his ſaid Majeſty, his heirs or ſucceſſors, for the ſame, or any part thereof, as by the ſaid letters patent, relation being thereunto had, may more at large appear. **And** further reciting, that the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint* (in purſuance of an agreement and order made by the ſaid Maſter, Wardens and Aſſiſtants at a then late general court of their corporation) had at their own proper coſts and charges erected and built two lighthouſes of ſtone upon Portland, wherein two lights had been and were continually burning in the night ſeaſon, it was by the ſaid indenture of leaſe witneſſed, That in conſideration of the coſts and charges in building and maintaining the ſaid two lighthouſes, and the rents and covenants therein after reſerved and contained, **They** the ſaid Maſter, Wardens and Aſſiſtants did demiſe, and to farm let unto the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, their executors, adminiſtrators and aſſigns, **The** ſaid ſeveral duties in and by the ſaid letters patent granted, **And all** other benefit and advantage which lawfully could or might be had, or ſhould ariſe, or be made by reaſon of the ſaid lighthouſes and letters patent; **To hold** the ſaid duties in and by the ſaid letters patent granted, **And all** other benefit and advantage which can or may be made thereby unto the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, their executors, adminiſtrators and aſſigns, from the feaſt-day of St. Michael the Archangel then laſt paſt for the term of ſixty-one years from thence next enſuing, at and under the yearly rent or ſum of eighty pounds, payable half-yearly, as therein is mentioned; **And alſo** further reciting, that whereas the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, did at all their reſpective and equal coſts and charges jointly purchaſe ſundry lands in the ſaid Iſland of Portland for raiſing ſtone wherewith to build the ſaid lighthouſes, and had alſo at their equal coſts and charges paid for building and erecting the ſame: **They** the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, in and by the ſaid indenture quadrupartite, did for themſelves ſeverally, and not jointly, and for their ſeveral, and not joint executors, adminiſtrators and aſſigns, covenant, promiſe, declare and agree to and with the other and others of them, his and their executors, adminiſtrators and aſſigns, that the ſaid recited indenture of leaſe ſo granted to them the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint* as aforeſaid, and all benefits, profits and advantages whatſoever, which ſhould or might ariſe, or be made thereof, and of the ſaid lighthouſes, and letters patent, or of the ſaid land ſo purchaſed in the ſaid Iſland of Portland for the purpoſe aforeſaid, and all and every of the ſaid premiſes, ſhould and were thereby declared to be to and for the joint and equal uſe and benefit of them the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, and every of them, their and every of their executors, adminiſtrators and aſſigns, in equal proportion and ſhare one with another; **And alſo** that the rent beforementioned to be reſerved by the ſaid indenture of leaſe, and all charges and expences for ſervants, coals and other neceſſaries, to attend, maintain and keep the ſaid lighthouſes and lights there continually burning in the night ſeaſon, for and during the ſaid term of ſixty-one years, and all other coſts and charges whatſoever relating to the ſaid lighthouſes and lands ſo purchaſed by them as aforeſaid, ſhould be paid, borne and ſuſtained by the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, their executors, adminiſtrators and aſſigns, equally ſhare and ſhare alike. **And alſo**, that no benefit or advantage of ſurvivorſhip ſhould take place or be inſiſted on by any or either of the ſaid parties, in caſe any one or more ſhould happen to ſurvive the other or others of them, but that the executors or adminiſtrators of the party dying within the ſaid term of ſixty-one years ſhould have, receive and enjoy ſuch part and ſhare of the ſaid lighthouſes, land and premiſes abovementioned, and all profit and advantage ariſing therefrom, for the reſidue of the ſaid term of ſixty-one years, in as full and ample manner as the perſon or perſons ſo dying as aforeſaid, ſhould, could or might have received and enjoyed the ſame, had he or they been living, ſubject nevertheleſs, and liable unto, and under ſuch further covenants, clauſes, agreements, reſtrictions and proviſoes, as are in and by the ſaid recited indenture quadrupartite expreſſed and contained, as in and by the ſaid indenture quadrupartite, relation being thereto had, will more at large appear. **And whereas** by indenture bearing date on or about the ſixth day of December laſt paſt before the date hereof, and made or mentioned to be made between *Kenelm Kelly* of, *&c.* Gentleman, and *Luke Lane* of, *&c.* Cooper, (executors of the laſt will and teſtament of the ſaid *Edward Eades*,) of the one part, and the ſaid *Amos Aſton* of the other part, reciting among other things to the effect herein before recited, they the ſaid *Kenelm Kelly* and *Luke Lane*, in conſideration of the ſum of one thouſand two hundred pounds of lawful money of Great Britain therein mentioned to be to them paid by the ſaid *Amos Aſton*, **Did** grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Amos Aſton*, **All** their ſaid teſtator *Edward Eades*'s fourth part or ſhare of, in and to the ſaid indenture of leaſe therein and herein before recited, and the term therein mentioned then to come and unexpired; and alſo of, in, and to all benefit, profits and advantage whatſoever, which ſhould or might ariſe from, or be in any ſort made thereof, or of any part or parcel thereof, and all arrearages thereof, and of all the ſeveral duties ariſing from the ſaid lighthouſes or otherwiſe, by virtue of the ſaid letters patent; **And alſo** in and to one undivided fourth part of all the land which had been purchaſed in the ſaid Iſland of Portland by the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, near adjoining to the ſaid lighthouſes, and which had been purchaſed for the uſe of the ſame, together with all leaſe or leaſes, or term or terms of years thereof, at any time thentofore granted, **And all** the eſtate, right, title, intereſt, term of years and time to come, power, privileges and authorities, profit, claim and demand whatſoever, which the ſaid *Edward Eades*, their late teſtator, had in his life-time in and to the ſaid lighthouſes, and the ſaid lands and premiſes thereunto belonging, and which they the ſaid *Kenelm Kelly* and *Luke Lane* then had, or ought to claim in and to the premiſes aforeſaid, any and every part thereof, by force and virtue of the ſaid recited indenture of leaſe, indenture quadrupartite, letters patent, other deeds, inſtruments, conveyances and aſſurances whatſoever; **To hold** the ſame fourth part or ſhare, and all other the thereby aſſigned premiſes unto the ſaid *Amos Aſton*, his executors, adminiſtrators and aſſigns, from the fourth day of June then laſt paſt, for and during all the reſt, reſidue and remainder of the term of ſixty-one years, in and by the ſaid recited indenture of leaſe granted, and then to come and unexpired, in as large, ample and beneficial manner and form, to all intents and purpoſes, as the ſaid *Edward Eades* in his life-time held and enjoyed the ſame, or the ſaid *Kenelm Kelly* and *Luke Lane* then held and enjoyed the ſame, ſubject nevertheleſs

and to receive duties.

Habendum.

and that the leſſees had built two lighthouſes there.

Subſtance of the leaſe recited.

and that the leſſees had purchaſed lands to raiſe ſtone and build the lighthouſe.

and had covenanted by the indenture quadrupartite to enjoy, &c. in proportion.

without benefit of ſurvivorſhip.

Recital of an indenture of aſſignment of a fourth part by the executors of a deceaſed partner to a ſtranger, of the leaſe,

and the purchaſed land.

theleſs to the rent and covenants in the ſaid recited indenture of leaſe contained; And alſo to the ſeveral covenants, reſtrictions and agreements which were on the part and behalf of the ſaid *Edward Eades*, in and by the ſaid indenture quadrupartite to be obſerved, performed, fulfilled and kept, according to the ſhare and proportion of him the ſaid *Edward Eades*, as is therein mentioned, contained and expreſſed; And by the ſaid indenture of aſſignment of the ſixth day of December now laſt paſt, the ſaid *Kenelm Kelly* and *Luke Lane*, Did (among other things) covenant and grant to and with the ſaid *Amos Aſton*, well and truly, according to the cuſtom of the manor of the Iſland of Portland, to ſurrender, or cauſe to be ſurrendered into the hands of the Lord of the ſaid manor, all their part, ſhare, right, title and intereſt of, in and to the ſaid land mentioned to be purchaſed, for the purpoſes aforeſaid, in the ſaid Iſland of Portland, to the uſe and behoof of the ſaid *Amos Aſton* and his heirs, as in and by the ſaid laſt mentioned indenture, relation being thereunto had, may more fully and at large appear. And whereas one moiety or half-part of the ſaid ſum of one thouſand two hundred pounds mentioned to be paid by the ſaid *Amos Aſton* to the ſaid *Kenelm Kelly* and *Luke Lane*, for the purchaſe of the ſaid fourth part of the premiſes as aforeſaid, was the proper monies of the ſaid *Barnaby Bing*, and by him really paid, and the other moiety or half-part thereof only was paid by the ſaid *Amos Aſton*, and the name of the ſaid *Amos Aſton*, in in the ſaid laſt mentioned indenture, was made uſe of as to one full moiety or half-part of the ſaid fourth part of all the ſaid premiſes ſo therein and thereby purchaſed as aforeſaid, In truſt for, and for the uſe and benefit of the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators and aſſigns reſpectively. Now this Indenture witneſſeth, that in conſideration of the premiſes, and in performance and execution of the aforeſaid truſt repoſed in him the ſaid *Amos Aſton* as aforeſaid, and for and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to him the ſaid *Amos Aſton* in hand paid by the ſaid *Barnaby Bing*, at or before the enſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) He the ſaid *Amos Aſton* Hath granted, bargained, ſold, aſſigned, transferred and ſet over, And by theſe preſents Doth grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Barnaby Bing*, his executors, adminiſtrators and aſſigns, One full moiety or half-part of the ſaid fourth part of all and ſingular the premiſes ſo purchaſed by the ſaid *Amos Aſton* of and from the ſaid *Kenelm Kelly* and *Luke Lane* for the ſaid ſum of one thouſand two hundred pounds as aforeſaid; And all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, benefit, claim and demand whatſoever, both in law and equity, of him the ſaid *Amos Aſton*, of, in, to, and out of the ſame moiety of the ſaid fourth part of the ſame premiſes, or any part thereof; To have and to hold the ſaid moiety or half-part of the ſaid fourth part, and all and ſingular other the premiſes hereby, or mentioned to be hereby aſſigned, with all the profits, benefit and advantage thereof, unto the ſaid *Barnaby Bing*, his executors, adminiſtrators and aſſigns, from the ſaid fourth day of June now laſt paſt, for and during all the reſt, reſidue and remainder now to come and unexpired of the ſaid term of ſixty-one years, in and by the ſaid recited indenture of leaſe granted as aforeſaid, ſubject to ſuch rent, covenants, reſtrictions and agreements, as the ſaid premiſes are ſubject and liable to, by virtue of the ſaid indenture of leaſe and indenture quadrupartite, and indenture of the ſixth of December now laſt paſt, according to the hereby aſſigned ſhare and proportion of the the ſaid *Barnaby Bing*, of and in the ſame premiſes. And the ſaid *Amos Aſton* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators and aſſigns, in manner following; *(that is to ſay)* That for and notwithſtanding any act, matter or thing, by him the ſaid *Amos Aſton* done or committed to the contrary, he the ſaid *Barnaby Bing*, his heirs and aſſigns, ſhall and may peaceably and quietly have, hold and enjoy to and for his and their own uſe and benefit, one moiety or half-part of all the part, ſhare, right, title and intereſt, of, in, and to the ſaid land mentioned to be purchaſed for the purpoſe aforeſaid, in the ſaid Iſland of Portland, which in and by the ſaid indenture of the ſixth of December now laſt paſt was covenanted and agreed to be ſurrendered to the uſe of him the ſaid *Amos Aſton* and his heirs as aforeſaid; And alſo that he the ſaid *Amos Aſton* hath not any time heretofore done, committed, or wittingly and willingly ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the ſaid moiety and premiſes mentioned, or intended to be hereby aſſigned as aforeſaid, or any part thereof, or the ſaid term of ſixty-one years, is, are, ſhall or may be ſurrendered, forfeited or voided, or impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. And moreover, that he the ſaid *Amos Aſton*, his heirs, executors, adminiſtrators and aſſigns reſpectively, and all and every other perſon or perſons whatſoever lawfully claiming, or to claim, from, by or under, or in truſt for him, them, or any of them, ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds and things, devices, conveyances and aſſurances in the law whatſoever, for the further and better conveying and aſſuring of the ſaid moiety and premiſes mentioned, or intended to be hereby aſſigned, and every part thereof, unto the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators and aſſigns reſpectively, as by the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators or aſſigns, or his or their counſel learned in the law ſhall be reaſonably adviſed or deviſed and required, So as ſuch further aſſurances contained in them no further or other warranty or covenant than againſt the perſon or perſons, his or their heirs, executors or adminiſtrators reſpectively, who ſhall make or do the ſame; And ſo as the party or parties who ſhall be requeſted to make ſuch further aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then reſpective dwellings or places of abode. And further that he the ſaid *Amos Aſton*, his heirs, executors, adminiſtrators or aſſigns, ſhall and will at any time or times hereafter, at the requeſt, coſts and charges of the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators or aſſigns (unleſs hindered or prevented by fire, or other inevitable accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth in any court of law or equity, or to any counſel or counſels, or otherwiſe, as occaſion ſhall be and require, the ſaid indenture quadrupartite of the ſecond of May 1768, the ſaid indenture of the ſixth of December now laſt paſt, and alſo the copy of a ſurrender dated the firſt of May 1768, from the ſaid *Darby Dun* and *Francis Flint*, to the uſe of the ſaid *Clement Cater* and *Edward Eades*, and their heirs, for the evidencing, maintaining and proving the title of him the ſaid *Barnaby Bing*, his heirs, executors, adminiſtrators and aſſigns reſpectively, in and to his the ſaid *Barnaby Bing*'s ſhare and proportion of the premiſes. And laſtly,

Recital, that half the purchaſe-money for this fourth part was the money of the aſſignee under tdis deed, and the purchaſe (as to a moiety) in truſt for him.

Grant and aſſignment of a moiety of a fourth part.

Habendum.

Subject to rent, &c.

Covenant for quiet enjoyment,

and that the granter has not done any thing to impeach the title.

And for further aſſurances,

and for ſhewing in evidence ſome deeds.

laſtly, the ſaid *Barnaby Bing* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Amos Aſton*, his executors, adminiſtrators and aſſigns, well and ſufficiently to ſave, defend, keep harmleſs and indemnified him the ſaid *Amos Aſton*, his executors, adminiſtrators and aſſigns, of and from all coſts, charges, damages and expences whatſoever, which he or they ſhall or may be put unto, or which ſhall or may ariſe or happen by, or by means of any covenant or agreement contained in the ſaid recited indenture of leaſe, indenture quadrupartite, or indenture of the ſixth of December now laſt paſt, or otherwiſe howſoever, relating to or for or on account of his the ſaid *Barnaby Bing's* ſhare and proportion, of, in, and to the aforeſaid premiſes. In Witneſs, &c.

And for indemnity of the aſſignor by the aſſignee againſt covenants, as to a moiety of a fourth part.

*(Horſeman.)*

## *An Aſſignment of an Indenture of Apprenticeſhip.*

THIS Indenture made, *&c.* Between *C. H.* of —— of the one part, and *S. W.* of —— of the other part. Whereas *H. P.* ſon of *J. P.* late of —— by his indenture of apprenticeſhip, bearing date, *&c.* became the apprentice of the ſaid *C. H.* for the term of ſeven years, commencing from the date thereof; as by the ſaid indenture, relation, *&c.* Now this Indenture witneſſeth, that the ſaid *C. H.* for divers good cauſes and conſiderations, him hereunto moving, and by and with the deſire and conſent of the ſaid *H. P.* the apprentice, (teſtified by his ſigning and ſealing theſe preſents,) Hath aſſigned, transferred and turned over, and by, *&c.* Doth, *&c.* unto the ſaid *S. W.* the ſaid *H. P.* the apprentice, and the ſaid indenture of apprenticeſhip, and all the right, title, intereſt, term, ſervice, benefit, claim and demand whatſoever, of him the ſaid *C. H.* of, in, or unto the ſaid apprentice, by force and virtue of the ſaid recited indenture or otherwiſe howſoever; To have and to hold the ſaid apprentice, and the ſaid indenture of apprenticeſhip, right, title, intereſt, benefit and ſervice, hereby aſſigned unto the ſaid *S. W.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſidue and remainder now to come and unexpired of the ſaid apprenticeſhip or term of ſeven years aforeſaid; and that in as ample and beneficial a manner and form to all intents and purpoſes whatſoever as he the ſaid *C. H.* might, could or ought to have held and kept the ſaid apprentice by force and virtue of the ſaid recited indenture or otherwiſe howſoever; (Under and ſubject nevertheleſs to the covenants and agreements therein on the part of the ſaid *C. H.* to be done and performed:) And the ſaid *S. W.* doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. H.* his executors and adminiſtrators, by theſe preſents, that he the ſaid *S. W.* his executors and adminiſtrators, ſhall and will well and truly obſerve, perform, fulfil and keep the covenants and agreements in the ſaid recited indenture of apprenticeſhip, on the part and behalf of the ſaid *C. H.* to be done and performed.

Recital of indenture of apprenticeſhip.

Conſideration.

Aſſignment.

Habendum.

Covenant to perform the covenants in the indenture of apprenticeſhip.

*It may be made ſhort, thus;*

TO all, &c. Whereas *T. H.* by his indenture, *&c.* hath put *R. H.* his ſon, an apprentice to me the ſaid *A. B.* to learn, *&c.* as in, *&c.* Know ye, that I the ſaid *A. B.* Have, &c. To have and to hold, &c. now to come, He finding to the ſaid apprentice, meat, *&c.* and all other neceſſaries during the ſaid term, and teaching and inſtructing him in the art aforeſaid, as I *A. B.* am bound and obliged according to the tenor of the ſaid indenture. In Witneſs, &c.

*And this Indemnity of the Aſſignor may be added.*

AND of and from the ſaid recited indentures of apprenticeſhip, and all covenants, matters and things therein by the ſaid *A. B.* to be done and performed; and all actions, ſuits, coſts, charges, payments, troubles and damages by reaſon thereof, at all times hereafter ſhall and will indemnify and ſave harmleſs him the ſaid *A. B.* his, *&c.* and his and their goods and eſtate.

*Another, wherein the Maſter not only aſſigns the Apprenticeſhip, but the Apprentice binds himſelf to the Aſſignee, and covenants to ſerve him faithfully,* &c. *and the Maſter covenants to find Meat,* &c. *and to inſtruct the Apprentice, and when out of his Time to pay him a Sum to buy him Neceſſaries, with a Proviſo to make the Aſſignment void in caſe of his abſenting himſelf from his Maſter's Buſineſs.*

THIS Indenture made, *&c.* Between *J. C.* Citizen and B. of London, and *T. G.* (the now apprentice of the ſaid *J. C.*) of the one part, and *E. C.* of, *&c.* B. of the other part. Whereas the ſaid *T. G.* by his indenture of apprenticeſhip, bearing date, *&c.* Hath thereby put and bound himſelf as an apprentice to ſerve the ſaid *J. C.* for the term of ſeven years from the date thereof, in ſuch manner as therein is mentioned, as by the ſaid indenture more fully may appear: And whereas, for the conſiderations herein after mentioned, It is hereby mutually agreed between all the parties hereto, that the ſaid *E. C.* from henceforth ſhall be intitled to and have all benefit and profit of the future ſervice of the ſaid *T. G.* during the now reſidue of his ſaid apprenticeſhip: Now theſe Preſents witneſs, that in purſuance of the ſaid agreement, and to the intent that the ſaid *T. G.* may be further improved in the art or trade of a B. and alſo for and in conſideration of the ſum of, *&c.* to the ſaid *J. C.* in hand paid by the ſaid *E. C.* at or before the executing hereof, and for other good conſiderations, He the ſaid

Recital of indentures.

Agreement for aſſignment.

The maſter's aſſignment.

*J. C.* (by and with the free conſent of the ſaid *T. G.* teſtified by his executing hereof) **hath**, and by theſe preſents (as much as in him lieth) **Doth** give, aſſign, transfer and ſet over unto the ſaid *E. C.* all and all manner of benefit, profit and advantage whatſoever, which from henceforth can, ſhall or may be had or obtained, or made by virtue of any future ſervice of the ſaid *T. G.* during all the now reſidue of his ſaid ſeven years apprenticeſhip, and alſo all the right, intereſt, property, benefit, claim and demand whatſoever of him the ſaid *J. C.* of, in or to any ſuch future ſervice of the ſaid *T. G.* by virtue of the ſaid recited indenture, together with all benefit and advantage whatſoever, or otherwiſe howſoever; **And theſe Preſents further witneſs**, that for the conſiderations before, and herein after mentioned, he the ſaid *T. G.* (by and with the direction and conſent of the ſaid *J. C.* teſtified alſo by the executing hereof) **Doth** hereby bind himſelf truly to ſerve the ſaid *E. C.* for the now reſidue of the ſaid ſeven years; **And** doth hereby covenant with the ſaid *E. C.* that the ſaid *T. G.* ſhall and will from henceforth to the utmoſt of his power, well, faithfully, diligently and honeſtly ſerve him the ſaid *E. C.* during all the now reſidue of his ſaid ſeven years apprenticeſhip, and that in every reſpect as an honeſt apprentice ought to do and perform: **And theſe Preſents further witneſs**, and the ſaid *E. C* in conſideration of ſuch ſervice as aforeſaid to be by him the ſaid *T. G.* done and performed, **Doth** hereby covenant to and with the ſaid *T. G.* in manner as follows, *viz.* That he the ſaid *E. C.* during all the now reſidue of the ſaid term, ſhall find and provide the ſaid *T. G.* with meat, drink, waſhing and lodging, **And alſo** uſe his utmoſt endeavours to teach and further inſtruct the ſaid *T. G.* in the ſaid art or trade of a B. **And further**, that he the ſaid *E. C.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *T. G.* the full ſum of ſix pounds ſix ſhillings within one month next after the end of his ſaid apprenticeſhip, which will expire on the, *&c.* to buy him cloaths and what other neceſſaries he ſhall think fit. **Provided always**, and it is hereby expreſsly agreed between all the parties hereto, that in caſe he the ſaid *T. G.* ſhall not ſerve out the reſidue of his ſaid apprenticeſhip with the ſaid *E. C.* in manner as aforeſaid, according to the true intent and meaning of theſe preſents, or that if he the ſaid *T. G.* ſhall at any time abſent himſelf from the ſervice of the ſaid *E. C.* for the ſpace of two days, (without the conſent of the ſaid *E. C.*) then in any ſuch caſe theſe preſents, and every covenant, matter and thing, herein before contained, ſhall be abſolutely null and void; any thing herein contained to the contrary notwithſtanding. **And laſtly**, for the true performance, *&c. (Penalty.)* **In Witneſs**, &c.

*(Wood.)*

The apprentice binds himſelf to the aſſignee, and covenants to ſerve faithfully, &c.

The new maſter covenants to find meat, drink, waſhing and lodging, and teach the apprentice, and pay him money at the expiration of his apprenticeſhip to buy him neceſſaries.

Proviſo that if the apprentice abſents himſelf, theſe articles to be void.

## *An Aſſignment of two Leaſes as a Collateral Security for Payment of an Annuity ſecured by a Bond.*

**THIS Indenture**, &c. **Between** *A.* of the one part, and *B.* of the other part. **Whereas**, &c. *(Recital of the firſt leaſe.)* **Whereas** by one other indenture of leaſe, *&c.* **And whereas** by virtue of ſeveral meſne aſſignments and other good aſſurances in law, or otherwiſe, the herein before ſeveral recited indentures of leaſe, and the two meſſuages or tenements thereby reſpectively demiſed, have been abſolutely aſſigned unto, and the ſame are now legally veſted in him the ſaid *A.* for all the reſidue of the ſeveral terms of years thereby reſpectively granted, which are now therein to come and unexpired: **And whereas** the ſaid *A.* (in conſideration of the ſum of three hundred pounds to be to him now paid by the ſaid *B.*) hath agreed to give, grant and pay to him the ſaid *B.* and his aſſigns, during his natural life, one annuity or yearly ſum of thirty pounds, clear of all taxes and deductions whatſoever: **And whereas**, for ſecuring the payment of the ſaid annuity to the ſaid *B.* he the ſaid *A.* by his bond or obligation, bearing even date herewith, and executed immediately before theſe preſents, is and ſtands bound unto the ſaid *B.* his executors, adminiſtrators and aſſigns, in the penal ſum of ſix hundred pounds, with condition there under written, *(reciting as therein is recited)* that if the ſaid *A.* his heirs, executors, adminiſtrators or aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *B.* and his aſſigns, during his life, the ſaid annuity or yearly ſum of thirty pounds, clear of all taxes, charges and deductions whatſoever, on the two feaſt-days, and in manner as therein and herein after mentioned, then the ſaid bond to be void, as in and by the ſaid bond, *&c.* **And whereas**, previous to the granting the ſaid annuity, and before the executing of theſe preſents, he the ſaid *A.* propoſed and agreed to aſſign the meſſuages or tenements and premiſes ſo aſſigned to and now veſted in him as aforeſaid, together with the improved rents thereof, as and for a further and better ſecurity for payment to him of the ſame annuity, in ſuch manner as herein after is for that purpoſe mentioned and expreſſed: **Now this Indenture witneſſeth**, that in purſuance and performance of the laſt recited agreement, and for and in conſideration of the ſaid ſum of three hundred pounds of, *&c.* to the ſaid *A.* in hand well and truly paid by the ſaid *B.* at or before, *&c.* (in full for the abſolute purchaſe of ſuch annuity ſo granted and paid, payable to him the ſaid *B.* by the ſaid bond as aforeſaid) the receipt of, *&c.* and to the end and intent for better ſecuring payment of the ſaid annuity of thirty pounds, unto the ſaid *B.* and his aſſigns, during his life, in ſuch manner as herein after mentioned, and for divers other good cauſes, *&c.* he the ſaid *A.* hath, and by theſe preſents **Doth** demiſe, grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *B.* **All that** the before mentioned corner meſſuage, *&c.* ſituate, *&c.* with its appurtenanes, as the ſame is now in the occupation of, *&c.* **And alſo** all that other meſſuage, *&c.* and **And alſo** and ſingular other the meſſuages or tenements and premiſes, which in and by the ſaid ſeveral meſne aſſignments thereof, or any of them, were thereby aſſigned to him the ſaid *A.* with their and every of their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term of years yet to come and unexpired, poſſeſſion, benefit of renewal, rents, profits, property, claim and demand whatſoever, either at law or in equity, of him the ſaid *A.* or of any perſon or perſons in truſt for him, of, in or to the ſaid hereby aſſigned meſſuages or tenements and premiſes, by virtue of the ſaid ſeveral recited indentures of leaſe and meſne aſſignments thereof, any or either of them, or otherwiſe howſoever, together with the ſaid two indentures of leaſe, meſne aſſignments thereon, and all and every other the deed, evidences, *&c.* and all benefit and advantage whatſoever, to ariſe or be had or made by virtue of two certain inſtruments or policies of aſſurances of them, dated ——— (numbered ———) made to one ——— and ſince by her aſſigned to the ſaid *A.* and inſured on the firſt recited leaſed meſſuage in a certain fire-office, called the Amicable Contribu-

Recitals, viz. the firſt leaſe. Second leaſe. As to the premiſes being now veſted in A.

As to the Agreement of the annuity to B. for like.

As to bond of even date for payment thereof.

Agreement as to the preſent aſſignment.

Conſideration.

Demiſe and aſſignment. Parcels.

Benefit of two policies.

tributionſhip, or the Hand-in-Hand Office, whereby the ſum of ——— is inſured to be paid, in caſe the ſame meſſuage ſhall be burnt or damaged by fire, in ſuch manner as therein mentioned, and the other of the ſaid policies is dated ——— numbered ——— made to one *R. H.* and ſince alſo aſſigned to the ſaid *A.* and inſured on the other recited leaſed meſſuages in the ſame fire-office, whereby the ſum of one hundred and fifty pounds is ſecured to be paid, in caſe the ſame meſſuage ſhall be burnt or damaged by fire, in ſuch manner as therein alſo mentioned; **To have and to hold** the ſaid meſſuages, *&c.* and all and ſingular other the premiſes herein before mentioned and intended to be hereby demiſed and aſſigned, with their and every of their appurtenances, unto the ſaid *B.* and his aſſigns, from the feaſt-day of —— now laſt paſt before the date hereof, for and during all the reſt, reſidue and remainder of the ſaid ſeveral terms of —— years and —— years, by the ſaid ſeveral recited indentures of leaſe reſpectively demiſed, and which are therein now to come and unexpired (other than and except unto the ſaid *A.* his executors and aſſigns, the five laſt days of each of the ſaid terms) and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as he the ſaid *A.* could or might have had, held or enjoyed the ſame, in caſe theſe preſents had not been made, and fully to be complete and ended, if he the ſaid *B.* ſhall ſo long live, and the ſame terms ſhall ſo long ſubſiſt: **Yielding and paying** therefore yearly, during the continuance of this demiſe, unto the ſaid *A.* his executors, adminiſtrators or aſſigns, the yearly rent of one pepper-corn only on Chriſtmas-day yearly, if the ſame ſhall be lawfully demanded. **And it is hereby mutually covenanted, agreed and declared,** by and between the parties hereunto, for themſelves, and for their reſpective executors and adminiſtrators, and the true intent and meaning of them and of theſe preſents is and are, that the demiſe and aſſignment hereby made of the ſaid meſſuages or tenements and premiſes, unto him the ſaid *G. B.* and his aſſigns, was and is to him and them ſo made for the ends, intents and purpoſes, and ſubject to the proviſo and agreement herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) In the firſt place for the better ſecuring payment of the ſaid annuity or yearly ſum of thirty pounds, according to the true intent and meaning of the condition of the ſaid bond, bearing even date herewith; and for which end, intent and purpoſe, **It is hereby further agreed,** That it ſhall and may be lawful, to and for the ſaid *G. B.* and his aſſigns, during his life, to levy and yearly to take, receive and enjoy out of the rents, iſſues and profits of the ſaid hereby aſſigned meſſuages or tenements and premiſes, the ſaid annuity or yearly ſum of thirty pounds, without any deduction or abatement whatſoever, either for taxes parliamentary, or any other impoſitions, charges or deductions whatſoever; the ſame to be paid and payable upon the two moſt uſual half-yearly feaſts or days of payment following, (that is to ſay) Michaelmas-day and Lady-day, by two even and equal proportions, or within fifteen days next after each of the ſaid feaſt-days; the firſt of which half-yearly payments to begin and be made, at or within fifteen days next after Michaelmas-day now next enſuing the date hereof; and to this further end, intent and purpoſe, **And the ſaid** *D. H.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby grant and agree, to and with the ſaid *G. B.* and his aſſigns, that in caſe and whenever, and as often as the ſaid annuity or yearly ſum of thirty pounds, or any part thereof, ſhall at any time be behind, *&c. (Clauſe of Entry,* &c. See Tit. **Grants.**) **And further,** in caſe failure ſhall be made in payment of the ſaid annuity, at any time during the time aforeſaid, or in caſe the ſaid meſſuage or tenement at any time during the life of the ſaid *E. K.* ſhall happen to be uninhabited and not tenanted by the ſpace of —— then and as often, and in either of the ſaid caſes, it ſhall and may be lawful, to and for the ſaid *W. H.* and *E. G.* their executors or aſſigns, to make one or more mortgage or mortgages of the ſaid meſſuage and premiſes, and thereby raiſe ſo much monies as ſhall be ſufficient to pay off and diſcharge all arrears of the ſaid annuity, and alſo all coſts, charges, damages and expences, to be from time to time occaſioned by ſuch non-payment thereof; **And** the ſaid *D. H.* doth hereby put the ſaid *G. B.* and his aſſigns, during his life, in full poſſeſſion and ſeiſin of the ſaid annuity or yearly ſum of thirty pounds, by the delivery of one piece of ſilver of ſix-pence, to him the ſaid *G. B.* in the name of ſeiſin of the ſame annuity; **And** to the intent for better ſecuring payment of the ſame annuity, he the ſaid *D. H.* doth hereby direct the preſent, and all future tenants of the ſaid hereby aſſigned premiſes, to pay to the ſaid *G. B.* and his aſſigns during his life, ſo much of their reſpective yearly rents of the ſaid premiſes, when and as the ſame ſhall become payable, as ſhall be ſufficient to pay and ſatisfy to him and them the ſaid annuity or yearly ſum of thirty pounds, together with all coſts and charges, which ſhall or may happen touching the non-payment thereof in manner aforeſaid; and that the receipts of him the ſaid *G. B.* and his aſſigns, for all ſuch rents to be to him ſo paid, ſhall be as good and ſufficient diſcharges to the ſaid tenants, as if the ſame had been actually paid to him the ſaid *D. H.* his executors or aſſigns: **Provided always,** and upon this condition nevertheleſs, that if the ſaid *D. H.* his heirs, executors, adminiſtrators or aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *G. B.* and his aſſigns, during his life, the ſaid rent or yearly ſum of thirty pounds, on the two feaſt-days herein before mentioned and appointed for payment thereof, or within fifteen days next after every ſuch feaſt-day, without any ſuch deduction or abatement as aforeſaid, according to the true intent and meaning of the ſaid bond, and of theſe preſents; and alſo upon the death of the ſaid *G. B.* (all arrears of the ſame annuity, and all coſts and charges touching the ſame, being firſt paid,) that then the demiſe and aſſignment hereby made, and every article and thing herein contained, ſhall from thenceforth ceaſe, determine and be utterly void and of no effect, and that then alſo the ſaid bond of even date herewith, ſhall be delivered up to be cancelled; any thing herein to the contrary thereof notwithſtanding. **And the ſaid** *D. H.* for himſelf, *&c.* doth covenant, *&c.* to and with, *&c.* in manner, *&c.* that he the ſaid *D. H.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will from time to time, and at all times during the natural life of the ſaid *G. B.* well and truly pay, or, *&c.* unto the ſaid *G. B.* or his aſſigns, the ſaid annuity or yearly ſum of thirty pounds of ſuch lawful money as aforeſaid, upon the ſaid two feaſt-days herein before mentioned and appointed for the payment thereof, or within fifteen days next after any or every ſuch feaſt-days, and that without any ſuch deduction or abatement as aforeſaid, according to the true intent and meaning of the ſaid bond and of theſe preſents; **And alſo** that he the ſaid *D. H.* his, *&c.* ſhall and will from time to time, and at all times during the life of the ſaid *G. B.* pay and diſcharge as well the before mentioned ground rents of ſeven pounds, and four pounds ten ſhillings, ſo reſerved and payable for the ſaid meſſuages and premiſes as aforeſaid, as alſo all taxes and other duties touching the ſame, and ſhall and will ſave, keep harmleſs and indemnified the ſaid *G. B.* and his aſſigns, of and from the ſame: **And further alſo,**

Habendum.

Reddendum.

Declaration.

for better ſecuring the annuity. Annuitant to receive annuity out of rents, &c.

In caſe of non-payment, or premiſes be untenanted, a mortgage to be made to raiſe the money. Livery of ſeiſin,

Direction to the tenant.

Proviſo.

Mr. H. covenants, viz. to pay the annuity.

To pay ground-rents and taxes, &c.

To keep inſured premiſes.

alſo, that he the ſaid *D. H.* his, *&c.* at his and their own proper coſts and charges, ſhall and will from time to time, and at all times during the life of the ſaid *G. B.* keep inſured the ſaid hereby aſſigned meſſuages or tenements and premiſes from all fire and damage happening thereby, either in the Hand-in-Hand Office, or elſe in ſome other good and public fire-office for that purpoſe; and in caſe the ſame premiſes, or any part thereof, ſhall happen to be burnt down, blown up or damaged by any fire, during the life of the ſaid *G. B.* that then, and in ſuch caſe, he the ſaid *D. H.* his executors, adminiſtrators and aſſigns, ſhall and will forthwith lay out all ſuch monies inſured, or to be inſured on the ſaid premiſes in the new building, and making good all damages ſo happening thereto by any ſuch fire as aforeſaid.

Covenant to enter in caſe of default, and to enjoy, &c. till arrears paid.

And further, &c. *(done no act to incumber; that the leaſes are good,* &c. *good right to aſſign;)* And that it ſhall and may be lawful, to and for the ſaid *G. B.* and his aſſigns, during his Life, from and immediately after any default or breach in payment of the ſaid annuity of thirty pounds *per annum*, contrary to the true meaning of the ſaid bond and of theſe preſents, to enter upon the ſaid hereby aſſigned meſſuages or tenements and premiſes, and to receive and take the rents, iſſues and profits thereof, to his and their own uſe and benefit, for and during, and until ſuch time as he and they ſhall be fully paid all arrears of the ſaid annuity, and all coſts and charges touching the ſame, in manner as aforeſaid; and that without any let, *&c. (free from incumbrance.)* And moreover *(further aſſurance.)* In Witneſs, &c.

I have peruſed and do approve of this draught,

*(J. Ward.)*

## *An Aſſignment of a Judgment by Indenture in Satisfaction of Part of Mortgage Money, ſubject to the Proviſo in the Mortgage.*

THIS Indenture Tripartite, made, *&c.* Between Sir *C. B.* of, *&c.* Bart. of the firſt part, *W. W.* of Lincoln's Inn in the County of Middleſex, Gentleman, of the ſecond part, and the Honourable *M. G.* of, *&c.* the Honourable *D. G.* of, *&c.* and *J. C.* of, *&c. (All by ſame additions as in mortgage deed)* of the third part.

Recital of the judgment.

Conſideration.

Part of the 6000l. lent on the mortgage.

Whereas the ſaid *W. W.* did in or about T. Term in the year, *&c.* recover one judgment in his preſent Majeſty's Court of K. B. at Weſtminſter, againſt the ſaid Sir *C. B.* for the ſum of two thouſand pounds, debt upon bonds, beſides coſts of ſuit, as by the records of the ſaid judgment (relation being thereunto had) may more fully and at large appear: Now this Indenture witneſſeth, that for and in conſideration of the ſum of one thouſand and fifty pounds, of, *&c.* to the ſaid *W. W.* in hand well and truly paid by the ſaid *M. G. D. G.* and *J. C.* at, *&c.* (by the direction and appointment of the ſaid Sir *C. B.* teſtified, *&c.*) being part of the ſum or conſideration money of ſix thouſand pounds, mentioned in indenture bearing date the thirteenth day of March laſt paſt, made or mentioned to be made between the ſaid Sir *C. B.* and Dame *A.* his wife, of the one part, and the ſaid *M. G. D. G.* and *J. C.* of the other part, the receipt and payment of which ſaid ſum of one thouſand and fifty pounds, the ſaid *W. W.* doth hereby acknowledge, and thereof, *&c.* He the ſaid *W. W.* (by the direction and appointment of the ſaid Sir *C. B.* teſtified as aforeſaid)

Aſſignment.

hath aſſigned and ſet over, and by theſe preſents doth aſſign and ſet over unto the ſaid *M. G. D. G.* and *J. C.* their executors, adminiſtrators and aſſigns, the ſaid judgment herein before in part recited or mentioned, and all ſum and ſums of money thereon due and payable, and all benefit and advantage whatſoever to be had or taken upon or by reaſon of the ſaid judgment, or any execution had or taken, or to be had or taken out thereupon;

Habendum.

To hold unto the ſaid *M. G. D. G.* and *J. C.* their executors, adminiſtrators and aſſigns for ever;

Subject to the proviſo in mortgage, &c.

Subject nevertheleſs to and under the proviſo of redemption upon payment of the ſaid principal ſum of ſix thouſand pounds, mentioned and contained in the ſaid indenture bearing date, *&c.* And the ſaid *W. W.* doth by theſe preſents make, conſtitute, authorize and appoint the ſaid *M. G. D. G.* and *J. C.* and the ſurvivors and ſurvivor of them, his true and lawful attorney and attornies irrevocable, in his name, place and ſtead, to ſue and proſecute upon the ſaid judgment, and to procure any farther judgment or judgments, execution or executions, againſt the ſaid Sir *C. B.* his heirs, executors or adminiſtrators, for the ſaid monies ſecured by the ſaid judgment; and upon ſatisfaction given to acknowledge ſatisfaction upon the record of the ſaid judgment, or to make and do any other releaſe and diſcharge for the ſame; and further to do all and every other act and acts, thing and things whatſoever, which ſhall be requiſite and needful to be done in or about the premiſes, ſo fully as if the ſaid *W. W.* might or could do the ſame, being perſonally preſent at the doing thereof.

Letter of attorney.

Covenant from Mr. W. &c. aſſignor, &c. viz. To juſtify, &c.

And the ſaid *W. W.* for himſelf, his executors and adminiſtrators, and every of them, doth covenant with the ſaid *M. G. D. G.* and *J. C.* their executors and adminiſtrators, that he the ſaid *W. W.* his executors and adminiſtrators, and every of them, ſhall and will juſtify, allow, ratify and confirm all and whatſoever the ſaid *M. G. D. G.* and *J. C.* or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall lawfully do or cauſe to be done in or about the premiſes, at his, her and their coſts and charges;

Not to revoke. Letter of attorney, &c. Not to releaſe or enter ſatisfaction on ſaid judgment without conſent, &c.

And that neither he the ſaid *W. W.* his executors nor adminiſtrators, nor any of them, will revoke or make void this letter of attorney, nor any authority hereby given to the ſaid *M. G. D. G.* and *J. C.* their executors or adminiſtrators; nor ſhall hereafter releaſe the ſaid judgment nor enter ſatisfaction upon the ſame, without the conſent in writing firſt had of the ſaid *M. G. D. G.* and *J. C.* or the ſurvivors or ſurvivor of them, or of their aſſigns, or of the executors, adminiſtrators or aſſigns of the ſurvivor of them.

Covenant from aſſignees to indemnify aſſignor, &c.

And the ſaid *M. G. D. G.* and *J. C.* for themſelves jointly and ſeverally, and for their ſeveral heirs, executors and adminiſtrators, do covenant with the ſaid *W. W.* his heirs, executors and adminiſtrators, by theſe preſents, that they the ſaid *M. G. D. G.* and *J. C.* their executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs and indemnified the ſaid *W. W.* his executors and adminiſtrators, of, for, from and concerning all coſts and charges whatſoever which ſhall or may any way become payable by or be recovered againſt the ſaid *W. W.* his executors or adminiſtrators, by means or occaſion of any action or actions, ſuit or ſuits to be brought or proſecuted in the name of the ſaid *W. W.* his executors or adminiſtrators, by virtue of any power or authority hereby given unto the ſaid *M. G. D. G.* and *J. C.* their executors or adminiſtrators. In Witneſs, &c.

*An Aſſignment of a Bond which had been before aſſigned.*

THIS Indenture made, &c. Between *T. H.* of, &c. of the one part, and *C. B.* of, &c. of the other part: Whereas in and by one bond or writing obligatory, bearing date the 12th day of July, which was in the year of our Lord 1770, *T. J.* of, &c. and *E. J.* of the ſame place, ſpinſter, are and ſtand jointly and ſeverally bound unto *T. H.* of T. &c. in the penal ſum of ſeven hundred pounds of lawful money of Great Britain, conditioned for the payment of three hundred and fifty pounds with intereſt for the ſame, unto the ſaid *T. H.* his executors, adminiſtrators or aſſigns, at or upon the twelfth day of October then next following, as by the ſaid bond, relation being thereunto had, may more fully appear. And whereas by indenture bearing date the 12th day of July, 1776, the ſaid *T. H.* for the conſideration therein mentioned, did grant, aſſign, and ſet over unto the ſaid *T. H.* the ſaid bond, and all ſum and ſums of money due and payable unto him the ſaid *T. H.* upon or by virtue of the ſaid obligation or condition, with full power and authority to ſue for and recover the ſame, as in and by the ſaid indenture, relation being thereunto had, may more at large appear: Now this Indenture witneſſeth, that the ſaid *T. H.* for and in conſideration of the ſum of —— of lawful money of Great Britain, to him in hand paid by the ſaid *C. B.* at and before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) and for divers other good cauſes and conſiderations hereunto eſpecially moving, Hath granted, aſſigned and ſet over, and by theſe preſents Doth fully, clearly, and abſolutely grant, aſſign, and ſet over unto the ſaid *C. B.* his executors, adminiſtrators and aſſigns, the ſaid bond and indenture, and all ſuch ſum and ſums of money as are now, or ſhall hereafter grow due and payable by virtue thereof, To have, hold, perceive, receive and enjoy the ſame, and all profit, benefit, and advantage, which may thereby ariſe unto the ſaid *C. B.* his executors, adminiſtrators and aſſigns, together with full power to ſue for and recover the money thereon due; And the ſaid *C. B.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *T. H.* his executors, adminiſtrators or aſſigns, that the ſaid *C. B.* his executors, adminiſtrators or aſſigns, ſhall and will indemnify, ſave and keep harmleſs the ſaid *T. H.* his executors and adminiſtrators, of and from all coſts, ſuits, troubles and expences, that he or they may be put unto, for or by reaſon of the aſſigning of the ſaid bond, or for or by reaſon of any covenant, given by the ſaid *T. H.* to the ſaid *T. H.* in the ſaid recited aſſignment, or for or by reaſon of any ſuit to be commenced againſt the ſaid *T. J.* and *E. J.* or either of them, their heirs, executors, or adminiſtrators, upon the ſaid bond or obligation, or any matter or thing relating thereunto. In Witneſs, &c.

Recital of bond.

Of aſſignment.

Conſideration.

Habendum.

Covenant

to ſave harmleſs.

*Aſſignment of Houſhold Goods, Stock,* &c. *in Truſt* * *to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept in full of their Debts, and to execute general Releaſes before a certain Day, and in the Interim give him Licence to go about,* &c. *but on Condition that if the Effects will not pay Eight Shillings in the Pound, or that if all the Creditors do not execute the Aſſignment, the ſame to be void, or in caſe of concealing of Effects, the Aſſignment and the general Releaſes to be void.*

THIS Indenture, &c. Between *W. R.* of, &c. of the one part, and *A.* and *B.* of, &c. (two, &c.) of the other part. Whereas the ſaid *W. R.* on the day of the date hereof, doth owe, and is juſtly indebted unto the ſaid *A.* and *B.* and other his ſaid creditors executing theſe preſents, whoſe names and particular debts againſt every ſuch creditor's name are ſet forth in a ſchedule hereunder written,

Debts owing to be proved on oath.



* CASE.

By indenture bearing date the 18th of November, 1774, made between *E. G.* of the one part, and *J. R.* and *R. W.* of the other part, reciting that the ſaid *E. G.* was juſtly indebted to the ſaid *J. R.* and *R. W.* and others his creditors for goods and otherwiſe to the amount of one thouſand pounds, or thereabouts, which he was unable to pay; but in order to make them the beſt ſatisfaction in his power, had agreed to aſſign to the ſaid *R.* and *W.* in truſt for themſelves and others his creditors, rateably *all* his eſtate and effects, *It was witneſſed* that the ſaid *E. G.* in conſideration of the premiſes and of five ſhillings, *Did* fully and abſolutely bargain, ſell, aſſign, convey and deliver unto the ſaid *J. R.* and *R. W.* all the ſtock in trade, houſhold goods, eſtate and effects of him the ſaid *E. G.* whatſoever and whereſoever, *To be had, holden,* received, perceived and taken to the ſaid *R.* and *W.* their executors, adminiſtrators and aſſigns, as their property and eſtate, and to their proper uſe for ever; *In truſt* for themſelves and ſuch other of the lawful creditors of the ſaid *E. G.* rateably, who ſhould make due proof upon oath, when required, of their reſpective debts, and agree to accept of the dividend ariſing from the aſſigned premiſes in lieu of and full ſatisfaction for their ſeveral debts; and in caſe either of the creditors of the ſaid *E. G.* ſhould decline or refuſe to accept a dividend or proportion of the aſſigned premiſes in full ſatisfaction of his or her debt, then the dividend or proportion of ſuch creditor ſhould be in truſt for and paid to the ſaid *E. G.* his executors or adminiſtrators, to his and their own uſe.

By virtue of the above aſſignment, Meſſrs. *R.* and *W.* the truſtees therein, have poſſeſſed themſelves of and diſpoſed of all *G.*'s eſtates and effects, and have cauſed ſeveral advertiſements to be inſerted in the Bath and Briſtol Journals (where all the creditors live) requiring them to come in and prove their debts by a particular time therein mentioned, to the end they might make a dividend, and thereupon the greateſt part of *G.*'s creditors have brought in

written, (intitled the firſt ſchedule) amounting in the whole to the ſum of ——— or thereabouts, and as to the truth and reality of every ſuch debt being ſo due, they the ſaid ſeveral creditors have agreed to make oath thereof, upon their executing of theſe preſents, before a proper perſon qualified to take the ſame: **And whereas** the ſaid *W. R.* by reaſon of many great loſſes in trade, bad debts, and other unhappy misfortunes, is now obliged to abſcond from his trade and habitation, and is rendered incapable of making full payment to his ſaid creditors of their reſpective debts; **And whereas** the ſaid *W. R.* being willing and deſirous to pay and ſatisfy to the ſaid *A.* and *B.* and all other his ſaid creditors their ſaid reſpective debts, ſo far as his houſhold goods, ſtock in trade, and debts due and owing to him will extend and amount unto, (which is computed will amount at leaſt to eight ſhillings in the pound,) hath made out a juſt and true account thereof; and hath propoſed and agreed to make an abſolute aſſignment of the ſame unto and amongſt his ſaid creditors, for and towards payment and ſatisfaction of their ſaid reſpective debts, in ſuch manner as herein after is mentioned, which ſaid account is contained in the other ſchedule hereunder written, (intitled a ſecond ſchedule,) particularly mentioned and ſet forth; and as to the truth and reality of the ſame account, he the ſaid *W. R.* before the executing hereof, hath made an affidavit before ——— one of the Maſters of the High Court of Chancery, as appears by the ſaid affidavit hereunto annexed: **Whereupon** the ſaid ſeveral creditors having conſidered the misfortunes, circumſtances and preſent condition of the ſaid *W. R.* and of his being willing to aſſign his ſaid houſhold goods, ſtock in trade and debts, towards payment of their ſaid reſpective debts, and that he is no otherways capable to make or give them any further or better ſatisfaction and payment, than by and with the ſame, they the ſaid creditors have conſented and agreed to accept and take an aſſignment of the ſaid houſhold goods, ſtock in trade and debts, in the names of them the ſaid *A.* and *B.* in truſt as well for themſelves as for all other the creditors of the ſaid *W. R.* executing thereof, in full payment, ſatisfaction and diſcharge of the ſaid ſeveral debts and ſums of money ſo now due and owing to them from the ſaid *W. R.* as aforeſaid, in the proportions, and according to the quantum of their reſpective debts, in ſuch manner as herein after is expreſſed; **And** that they the ſaid creditors, on payment thereof, will give ſuch general releaſes unto the ſaid *W. R.* as herein after mentioned; **Subject nevertheleſs** to the proviſo herein after contained; **And further,** that the ſaid creditors in the mean time will give unto him the ſaid *W. R.* ſuch liberty and licence to tranſact his affairs and buſineſs, as herein after alſo is mentioned: **Now this Indenture witneſſeth,** that the ſaid *W. R.* (in purſuance, *&c.* and for and in conſideration, *&c.*) **Hath** bargained,

Incapacity of paying.

Willing to make Satisfaction as far as his goods, &c. will pay.

Account thereof.

Affidavit.

Which the creditors accept,

and will give releaſes.

Subject, &c.

And grant licence.

Conſideration.

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in and proved their debts, but it is imagined there are ſtill ſome outſtanding creditors who will not prove their debts, or come into the compoſition.

*Q.* As the truſtees have, from time to time, for the ſpace of twelve months paſt cauſed ſuch advertiſements to be inſerted in the public papers, requiring all *G.*'s creditors to come in and prove their debts, and are now going to make a dividend, are they obliged by the clauſe in the aſſignment for payment of the dividend of ſuch creditors who ſhould decline or refuſe to accept a dividend in full ſatisfaction of their debts to *G.* to retain any of the monies in their hands for *G.*'s uſe? Or rather, will not the truſtees be juſtified in dividing the whole effects amongſt the creditors who have come in and proved their debts, as it is apprehended they are not obliged to take notice of any debts but what are brought in and proved upon oath?

*A.* Suppoſing *G.* at the time of his aſſigning his effects to have committed no act of bankruptcy, (for, if he had, it was out of his power to put terms of acceptance to any non-concurring creditors, or to prevent their avoiding ſuch aſſignment by a commiſſion) if the value of their debts would qualify them to ſue it out. I think the medium of the truſtees to go by in making the ſtipulated dividend ought to be the value of the debts of ſuch creditors as ſhall prove their debts upon oath, after their being required ſo to do; and that the truſtees would be juſtifiable in dividing the whole of ſuch effects amongſt ſuch proving creditors, provided each would accept of a rateable dividend in full ſatisfaction of his or her whole debt; and in caſe any of ſuch proving creditors ſhould refuſe coming into ſuch acceptance, in that caſe I think that his or her proportion ought to be paid to *G.* as being ſo provided by the aſſignment.

But I do not think that a creditor's not coming in to prove his or her debt, purſuant to the notice by advertiſement given in the above Journals, would be ſufficient ground for excluſion, it not being ſo provided by the aſſignment. And I apprehend the beſt method to be taken by the truſtees for their indemnity, will be to cauſe an advertiſement to be inſerted in the London Gazette, ſignifying for the benefit of what creditors the effects have been aſſigned, the time and place, when and where the truſtees intended dividing, and the neat produce of the whole eſtate and effects amongſt ſuch creditors; and that ſuch of the creditors as do not ſo prove and accept, will be excluded from any dividend. And alſo to acquaint ſuch of the creditors as have not hitherto come in with ſuch advertiſement being inſerted, and with the truſtees intending to divide accordingly, and to require ſuch out-ſtanding creditors to prove and accept as above, or that otherwiſe they will be excluded. And this ſhould, I think, be done in writing, under the hands of the truſtees, and ſerved on each of ſuch out-ſtanding creditors in perſon, by one, who under a copy of ſuch notice, ſhould make a memorandum of the ſervice.

*THO. VERNON.*

*The Advertiſement for the Gazette.*

WHEREAS *E. G.* formerly of the city of B. but late of, *&c.* Vintner, by indenture bearing date the 18th of November, 1774, aſſigned over to us all his eſtate and effects *In Truſt* for ourſelves and ſuch of his lawful creditors rateably, who ſhall make due proof upon oath or affirmation, when required, of their reſpective debts, and agree to accept of the dividend ariſing from the aſſigned premiſes in lieu of and full ſatisfaction for their ſeveral debts. Now we do hereby give notice, that we intend to make a dividend of the neat produce of the whole eſtate and effects of the ſaid *E. G.* on Monday the firſt day of March next, at the B. Tavern in C. Street, B. amongſt the concurring creditors of the ſaid *E. G.* purſuant to the truſt of the ſaid indenture; and all ſuch creditors as intend to accept a dividend, and have not already yet proved their debts, are hereby required to deliver in the ſame, upon oath, to Meſſrs *A.* and *B.* Attornies in C. or Mr. *T.* Attorney in B. before the ſaid firſt day of March next, otherwiſe they will be excluded from any dividend of the ſaid eſtate and effects. *Witneſs* our hands the 15th day of January, 1776.

*J. R.*
*R. W.*
*&c.* and

&c. and by, &c. (at the requeſt, &c. of all the other creditors of the ſaid *W. R.* executing theſe preſents, teſtified by their ſigning and ſealing thereof) **Doth** fully, &c. bargain, &c. unto them the ſaid *A.* and *B.* **All and every** the houſhold goods and furniture, linen, ſtock in trade, debts, ſum and ſums of money and other effects and chattels belonging to, and due and owing to him the ſaid *W. R.* as are in the ſecond ſchedule hereunder written particularly mentioned and ſet forth, and all the right, &c. **To have**, &c. **Nevertheleſs**, &c. **Upon Truſt** that they the ſaid *A.* and *B.* and the ſurvivor, &c. ſhall and do, as ſoon as can or may be, by ſeveral ſales, abſolutely ſell, &c. **And** from and after ſuch ſales, then upon further truſt that they the ſaid truſtee-creditors ſhall and do retain, &c. in the firſt place to deduct and retain thereout all ſuch coſts, &c. **And** from and after ſuch deduction thereout as aforeſaid, then in truſt to pay and ſatisfy to the executors of the late Right Honourable *J.* Earl F. W. and to *M. B.* of, &c. **All** ſuch rent and arrears of rent as ſhall then appear to be to them reſpectively due from the ſaid *W. R.* to Michaelmas-day now next enſuing, and ſubject to the ſeveral deductions and payments aforeſaid; **Then upon this further ſpecial truſt** that they the ſaid truſtee-creditors, and the ſurvivor, &c. ſhall and do retain and pay all the reſidue, &c. amongſt, &c. in the ſaid firſt ſchedule mentioned and ſet forth, as far as the ſame will extend to pay, ſatisfy, or otherwiſe divide and diſpoſe of the ſaid goods, wares, merchandize and debts, as the ſaid creditors, parties hereto, or the major part of them, ſhall think fit, according to the true intent and meaning of theſe preſents, and upon no other truſt, intent or purpoſe whatſoever: **And** for the better, &c. he the ſaid *W. R.* **hath**, and by, &c. **Doth** make, &c. the ſaid *A.* and *B.* his true and lawful attorney, &c. to aſk, &c. from all and every the ſeveral perſons in the ſaid ſecond ſchedule named, the ſeveral ſums of money therein mentioned, to be by them reſpectively due and owing to the ſaid *W. R.* and upon non-payment, &c. And he the ſaid *W. R.* doth hereby further authorize, enable and empower them the ſaid *A.* and *B.* and their aſſigns, to make, do, perform and execute all and every ſuch other and further lawful and reaſonable act and acts, deeds and things whatſoever, as ſhall be neceſſary and requiſite, *either at law or in equity*, as well for the recovering and receiving, as alſo for the releaſing, compounding and diſcharging of all or any of the before mentioned and hereby aſſigned debts, monies and premiſes, as likewiſe for the abſolute ſelling and diſpoſing of the equity of redemption of the ſaid mortgaged premiſes in the firſt ſchedule mentioned, and of the ſaid parcels of plate, houſhold goods, furniture and ſtock in the ſaid ſecond ſchedule mentioned; and that as fully, &c. and finally, he the ſaid *W. R.* doth hereby give, &c. nevertheleſs upon the ſeveral truſt aforeſaid: **And the ſaid** *W. R.* for himſelf, &c. doth hereby covenant, &c. to and with the ſaid *A.* and *B.* their, &c. in manner as follows, *viz.* That all and every the debts and ſums of money in the ſaid ſecond ſchedule mentioned to be due and owing to him the ſaid *W. R.* is and are now due and owing to him by and from the ſeveral perſons therein named: and that he hath not received the ſame, or any of them, or any part thereof; neither will he, his executors or adminiſtrators, at any time hereafter receive the ſame, or any of them, unleſs it be at the requeſt, by the direction of the ſaid truſtee-creditors, and upon the truſt herein before declared; **And** that he the ſaid *W. R.* his executors or adminiſtrators, ſhall not nor will releaſe or diſcharge the power and authority hereby given for receiving the ſame, nor releaſe or diſcharge any action or ſuit that ſhall or may be brought or commenced in his or their name or names for the recovering of the ſaid ſums of money, or any of them, (unleſs it be at the requeſt and by the direction of the ſaid truſtee-creditors, or one of them) **But** ſhall and will at any time hereafter do any further act or thing for the more effectual aſſigning thereof, and for the corroborating of theſe preſents, if ſo requeſted and required by the ſaid truſtee-creditors, or either of them; nevertheleſs upon the ſeveral truſts aforeſaid; **And this Indenture further witneſſeth**, that they the ſaid *A.* and *B.* and all other the ſaid creditors of the ſaid *W. R.* executing theſe preſents, (in purſuance, &c. and in conſideration, &c.) **Do**, and each, &c. **Doth** covenant, promiſe and agree, to and with the ſaid *W. R.* his executors and adminiſtrators, by theſe preſents, that they the ſaid creditors, and each of them for his and their part, ſhall accept and take the ſaid hereby aſſigned houſhold goods, ſtock, debts, chattels and effects in the ſaid ſecond ſchedule mentioned, in full payment, ſatisfaction and diſcharge of the ſaid ſeveral and reſpective debts ſo now due and owing to them in the ſaid firſt ſchedule mentioned; **And further**, that they the ſaid creditors, and each and every of them, before the ——— day of ——— now next enſuing, ſhall and will (upon the requeſt and at the coſts and charges of the ſaid *W. R.* his executors or adminiſtrators) duly ſeal and execute and deliver unto him and them general releaſes, or other ſufficient diſcharges of their ſaid ſeveral debts now due to them, and of all accounts, actions and demands whatſoever or howſoever touching or concerning the ſame; ſubject nevertheleſs to the proviſo herein after mentioned; **And** in the mean time they the ſaid creditors, and each and every of them doth hereby give and grant unto the ſaid *W. R.* full and free liberty, licence and ſafe conduct, to go, come, abide, ſojourn, paſs and repaſs to or at any place or places whereſoever and whatſoever, and at all times from the date hereof, *at ſuch place or places*, in ſuch manner as he ſhall think fit; and that in caſe the ſaid *W. R.* ſhall in his perſon, goods or chattels, at any time before the eighteenth day of February now next enſuing, be arreſted, troubled, attached or moleſted by any of the ſaid creditors, or by their or any of their act, means, conſent or procurement, for or on account of any ſuch debts now due from him as aforeſaid, except in caſe of fraud or concealment, as herein after mentioned, and be not thereof forthwith releaſed and diſcharged; then and in ſuch caſe the ſaid *W. R.* ſhall from henceforth, and is and ſhall by virtue of theſe preſents be abſolutely acquitted, releaſed and diſcharged, as to all and every debt or ſum of money now due to every or any ſuch creditor who ſhall ſo arreſt, trouble, attach or moleſt the ſaid *W. R.* within the time aforeſaid, contrary to the true intent and meaning of theſe preſents. **Provided always**, and theſe preſents are upon this expreſs condition nevertheleſs, that if the ſaid hereby aſſigned houſhold goods, ſtock, debts and premiſes, ſhall not amount to pay every creditor executing hereof the ſum of eight ſhillings in the pound, or if all the creditors of the ſaid *W. R.* (other than and except ſuch creditors whoſe reſpective debts do not exceed the ſum of forty ſhillings), ſhall not by themſelves, or ſome other perſon thereunto lawfully authorized, ſeal and execute theſe preſents on or before the thirtieth day of Auguſt now next enſuing, then theſe preſents, and every thing herein contained, ſhall from thenceforth ceaſe, determine, and be utterly void and of no effect as if the ſame had never been made; any thing to the contrary thereof notwithſtanding. **Provided alſo**, and theſe preſents are upon the further expreſs condition, and it is hereby declared to be the true intent and meaning hereof, that in caſe any of the ſaid creditors, parties hereto, ſhall at any time (either before or

Aſſignment.

Habendum. Truſts.

To pay rents.

Letter of Attorney.

Covenant that the debts are due;

will not releaſe.

Further act, &c.

Second conſideration,

whereby creditors covenant to accept of premiſes in full for their debts.

and to give general releaſes before a certain day.

And in the interim they give him liberty to go about, &c.

Provided that if the effects will not pay 8s. in the pound, or if all the creditors do not execute, then theſe preſents to be void.

As to concealment.

or after the ſaid general releaſes ſo intended to be given to the ſaid *W. R.* as aforeſaid) make it appear, and fully and plainly prove that he the ſaid *W. R.* hath ſecreted or concealed any part of his preſent eſtate and effects to the ſum or value of ten pounds, over and above the houſhold goods, ſtock, debts and effects by him hereby aſſigned, upon the truſt aforeſaid; then and in ſuch caſe (after any ſuch due proof made of ſuch concealment as aforeſaid) this preſent indenture, and the ſaid general releaſes ſo to be given to the ſaid *W. R.* as aforeſaid, ſhall be void and of none effect; and that then and from thenceforth every creditor, party hereto, ſhall be entitled to his full and whole debt in the ſaid firſt ſchedule mentioned, and ſhall and may have full and abſolute power and authority at any time then after to commence any action or ſuit againſt him the ſaid *W. R.* his executors or adminiſtrators, for the recovering and receiving of the ſame, as if ſuch general releaſe had never been to him given; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And laſtly, &c. *(Covenant from the two truſtee-creditors to pay the monies proportionably,* &c.) In Witneſs, &c.

*(Wood.)*

## *An Aſſignment of an Exchequer Long Annuity.*

Recital of the purchaſe of the annuity under an act of parliament.

To all to whom theſe preſents ſhall come, *Auſtin Archer* of the City of London, Gentleman, Sendeth greeting. Whereas *Bruen Brown*, Eſquire, deceaſed, late Pay-Maſter of the Forces abroad, in purſuance of a late act of parliament (intituled An Act for raiſing monies by ſale of ſeveral annuities for carrying on the preſent war) did on or about the twentieth day of April 17—, advance and pay into the receipt of his Majeſty's Exchequer, the ſum of one thouſand ſix hundred pounds of lawful money of Great Britain, in conſideration whereof the ſaid *Bruen Brown* became intitled to an annuity or yearly ſum of four hundred pounds, to be paid quarterly to him the ſaid *Bruen Brown* and his aſſigns out of the Exchequer, from and after the deceaſe of *Charles Cater* then of London, Eſquire, and *Delia Cater* his wife, nominees of the ſaid *Bruen Brown*, for and during all the reſt and reſidue which ſhould be then to come and unexpired of and in a certain term of ninety-nine years in the ſaid act mentioned, and to be computed from the twenty-fifth day of March 17—, As by one order, No. 1000, and bearing date on or about the twentieth day of April 17—, and one tally thereunto belonging (relation being thereunto reſpectively had, may appear).

and of meſne aſſignments veſting the ſame in the aſſignor. and of the death of two nominees.

And whereas the term, eſtate and intereſt of the ſaid *Bruen Brown*, of, in, and to the ſaid reverſion, annuity or yearly ſum of four hundred pounds, and of, in and to the ſaid order and tally for the ſame, is ſince by divers good and ſufficient meſne aſſignments and aſſurances in the law, or otherwiſe, legally come to and veſted in the ſaid *Auſtin Archer*. And whereas the ſaid *Charles Cater* and *Delia* his wife, are both ſome time ſince deceaſed, by means whereof the ſaid annuity or yearly ſum of four hundred pounds is become immediately payable in poſſeſſion to him the ſaid *Auſtin Archer* and his aſſigns, for all the now reſt and reſidue of the ſaid term of ninety-nine years commencing as aforeſaid.

The conſideration.

Now know ye, that for and in conſideration of the ſum of eight thouſand pounds of lawful money of Great Britain to the ſaid *Auſtin Archer* in hand paid by *Edward Ellis* of Fidham in the County of Glouceſter, Eſquire, at or before the enſealing and delivery of theſe preſents, in full for the abſolute purchaſe of the ſaid annuity or yearly ſum of four hnndred pounds for all the now reſidue of the ſaid term of ninety-nine years, (the receipt and payment of which ſaid ſum of eight thouſand pounds he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents), He the ſaid *Auſtin Archer* hath granted, bargained, ſold, aſſigned, transferred and ſet over, And by theſe preſents Doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, The ſaid annuity or yearly ſum of four hundred pounds, and every part thereof, And all monies now due and payable upon, or for the ſame annuity, or any part thereof; And alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, profit, claim and demand whatſoever, both in law and equity, of him the ſaid *Auſtin Archer*, of, in, to, or out of the ſame annnity, and every or any part thereof, by force or virtue of the ſaid act of parliament, order, tally and meſne aſſignments, or any of them, or otherwiſe howſoever, together with the ſame order, tally, and meſne aſſignments, and every of them; To have, hold, receive, perceive, take and enjoy the ſaid annuity or yearly ſum of four hundred pounds, and every part thereof, and the ſaid order and tally thereunto belonging, And all and ſingular other the premiſes hereby, or mentioned, or intended to be hereby aſſigned, And all the benefit thereof, unto the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ninety-nine years; And the ſaid *Auſtin Archer* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edward Ellis*, his executors, adminiſtrators and aſſigns, That he the ſaid *Auſtin Archer* hath not at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the ſaid annuity and premiſes mentioned or intended to be hereby aſſigned, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

Habendum.

Covenant againſt incumbrance.

*(Horſeman.)*

*An Aſſignment of an Annuity, payable out of a Salary which the Aſſignor is intitled to during his Majeſty's Pleaſure.*

TO all to whom, &c. The Right Honourable *W. A.* Earl of A. ſendeth greeting. Whereas the ſaid Earl, (as one of the Lords of his preſent Majeſty's bed-chamber) is entitled to have and receive, during his ſaid Majeſty's pleaſure, a ſalary or yearly ſum of one thouſand pounds. Now know ye, and theſe Preſents witneſs, That for and in conſideration of the ſum of five ſhillings of, &c. to the ſaid *W. A.* Earl of A. in hand paid by *J. R.* of, &c. Eſq; at, &c. the receipt, &c. and for divers other, &c. He the ſaid *W. A.* Earl of A. Hath aſſigned, transferred and ſet over, and by theſe preſents Doth aſſign, &c. unto the ſaid *J. R.* his executors, adminiſtrators and aſſigns, One annual or yearly ſum of two hundred pounds of, &c. (being part of the ſaid ſalary or yearly ſum of one thouſand pounds payable to the ſaid Earl by virtue of his Majeſty's warrant, or by direction of the Lords Commiſſioners of his treaſury) and all the right, title, intereſt, property, claim and demand whatſoever or howſoever, of him the ſaid Earl of A. in and to the ſaid hereby aſſigned yearly ſum of two hundred pounds, and every part and parcel thereof; To have, hold, receive, take and enjoy the ſaid hereby aſſigned yearly ſum of two hundred pounds, unto the ſaid *J. R.* his executors, adminiſtrators and aſſigns, from henceforth, as and for his and their own proper monies, when and as the ſame ſhall become due and payable, for and during the natural life of the ſaid Earl, and his continuing one of the Lords of his Majeſty's bed-chamber; And for the better enabling the ſaid *J. R.* his executors, adminiſtrators and aſſigns, to receive the ſaid yearly ſum of two hundred pounds, hereby aſſigned to and for his and their own uſe and benefit, He the ſaid Earl of A. Hath, and by, &c. Doth nominate, ordain, conſtitute and appoint, and in his place and ſtead depute and put the ſaid *J. R.* his executors, adminiſtrators and aſſigns, the true and lawful attorney and attornies, aſſignee and aſſignees, irrevocable of him the ſaid Earl, and in his name (but to and for the only uſe and benefit of his executors, adminiſtrators and aſſigns) to aſk, demand and receive the ſaid hereby aſſigned yearly ſum of two hundred pounds of and from all and every perſon or perſons, who are or ſhall be liable to pay the ſame; and upon receipt thereof, or any part thereof, to make and give ſuch acquittances, receipts and diſcharges for the ſame as ſhall be neceſſary and ſufficient for that purpoſe. In Witneſs, &c.

Recital.

Aſſignment.

Habendum.

Power of attorney.

*Aſſignment of a Leaſe by Indorſement.*

KNOW all Men by theſe Preſents, that I the within named *Abraham Barnard*, for and in conſideration of the ſum of one hundred pounds of lawful money of Great Britain to me in hand paid by *Charles Dark*, of, &c. (the receipt whereof is hereby acknowledged,) Have bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Do bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, The within indenture of leaſe, Together with all and ſingular the meſſuage, tenement and farm, cloſe of arable lands, meadows, orchards, and all and ſingular other the tenements and premiſes within contained, and to me, my executors, adminiſtrators and aſſigns, thereby granted and demiſed; To have and to hold the ſaid within contained indenture of leaſe, and the ſaid meſſuage, &c. and premiſes, with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, for and during all the reſt, reſidue and remainder now to come and unexpired of and in the ſaid term of twenty-ſeven years in and by the ſaid within indenture of leaſes to me granted and demiſed as aforeſaid, in as full, large, ample and beneficial manner and form, as I the ſaid *A. B.* might or could have had, held and enjoyed the ſame, in caſe theſe preſents had not been made; Subject nevertheleſs to the payment of the yearly rent, and performance of all and ſingular the covenants, conditions, proviſoes and agreements, in and by the ſame reſerved and contained, and which, on the part and behalf of the leſſee and his aſſigns, are and ought to be paid, performed, fulfilled and kept; And I the ſaid *A. B.* do hereby for myſelf, my executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that I have not at any time heretofore made, done or committed, or ſuffered any act, matter or thing whatſoever, whereby or by means whereof the ſaid within indenture of leaſe, or the reſidue of the ſaid term thereby granted, or any the premiſes thereby demiſed, and hereby aſſigned or intended to be hereby aſſigned to the ſaid *C. D.* is, are, ſhall or may be impeached, forfeited, merged, or made void or voidable, or incumbered in any wiſe howſoever; And that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall or may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſame premiſes from henceforth for and during all the reſt, reſidue and remainder of the ſame term of ſeventeen years therein and thereby granted and demiſed, without any the lawful let, ſuit, trouble, hinderance, moleſtation, diſturbance or interruption of or by me the ſaid *A. B.* my executors or adminiſtrators, or any other perſon or perſons claiming or to claim by, from or under me. In Witneſs whereof I have hereto ſet my hand and ſeal this 10th day of Auguſt, in the year of our Lord 1775.

Aſſignment.

Habendum.

Subject to covenants, rent, &c.

Peaceable enjoyment.

*Bond to indemnify leſſee againſt the rent and covenants in the leaſe ſhould be given.* See title, Bond.

*(Newnam.)*

*An Aſſignment by a Widow an Executrix, and her Son, of Debts owing to the Teſtator on ſeveral Kinds of Securities,* viz. *Judgments, Recognizances, Bonds, Aſſignments,* &c. *in Conſideration of of Money, wherein is recited ſeveral Defeaſances, Declarations and Covenants between the Debtors and Creditors,* &c.

THIS Indenture made, *&c.* Between *E. W.* of, *&c.* (widow and executrix of the laſt will and teſtament of *H. W.* late of Lincoln's-Inn, in the ſaid county of Middleſex, Gent. deceaſed,) and *R. W.* of Staple's-Inn, London, Gent. (eldeſt ſon and heir of the ſaid *H.* and *E. W.*) of the one part, and *W. H.* ſen. of, *&c.* Gent. of the other part. Whereas *J. B.* late of, *&c.* Gent. *Did* by warrant of attorney under his hand and ſeal, dated on or about, *&c.* lawfully authorize Mr. *M. H.* and Mr. *J. H.* attornies of the Court of Common Pleas at Weſtminſter, to appear for him the ſaid *J. B.* in the court, as of Hilary Term or in Eaſter Term, in the years of our Lord ——— and ——— or in ſome other ſubſequent term, and then and there to receive a declaration againſt him the ſame *J. B.* for five thouſand pounds debt, at the ſuit of *W. P.* of, *&c.* and the above named *H. W.* and thereupon to confeſs judgment, which ſaid judgment was ſhortly after had and obtained, and entered upon record in the ſaid Court of Common Pleas; And whereas the ſaid *J. B.* at that time ſtood indebted to the ſaid *W. P.* in the full ſum of ſeven hundred pounds, and did alſo then owe and was juſtly indebted unto the ſaid *H. W.* in the ſum of two hundred and thirty-ſix pounds; And whereas by a certain indenture of defeaſance, bearing date the 22d day of April, and made between the ſaid *W. P.* and the above named *H. W.* (by the name of *H. W.* of, *&c.*) of the one part, and the ſaid *J. B.* of the other part, whereby after reciting (among other things) as is herein before recited, (or to the like effect) the ſaid *W. P.* and *H. W.* did thereby covenant with the ſaid *J. B.* his, *&c.* that if the ſaid *J. B.* his, *&c.* ſhould (amongſt other ſums therein mentioned,) well and truly pay to the ſaid *W. P.* his, *&c.* the ſaid ſum of ſeven hundred pounds, with intereſt for the ſame on, *&c.* and alſo well and truly pay unto the ſaid *H. W.* his, *&c.* the ſaid ſum of two hundred and thirty-ſix pounds, with intereſt for the ſame on, *&c.* that then and from thenceforth they the ſaid *W. P.* and *H. W.* their, *&c.* ſhould and would at the requeſt and charge in the law or the ſaid *J. B.* his, *&c.* acknowledge ſatisfaction upon record of the ſaid judgment, or do any other lawful act or acts to vacate or make void the ſame, as council ſhould direct: And whereas the ſaid *J. B.* and *W. P.* by their recognizance, bearing date, *&c.* did jointly and ſeverally become bound unto *R. H.* of, *&c.* in the penal ſum of four hundred pounds, conditioned for the payment of the ſum of two hundred and fifty pounds on, *&c.* unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, which ſaid recognizance was on, *&c.* inrolled in his then Majeſty's High Court of Chancery: And whereas by indenture of aſſignment bearing date, *&c.* and made between the ſaid *R. H.* of the one part, and *C. N.* of, *&c.* of the other part, whereby *(after reciting* the before mentioned recognizance ſo entered into by the ſaid, *&c.* as aforeſaid; *And further reciting*, that the ſaid *J. B.* and *W. P.* had not paid the ſaid ſum of two hundred and fifty pounds, according to the condition of the ſaid recognizance, and that the ſaid *R. H.* had thereupon proceeded to judgment againſt them on the ſame in the ſaid Court of Chancery,) *It is by the ſame indenture witneſſed*, that the ſaid *R. H.* (for and in conſideration of the ſaid ſum of two hundred and fifty pounds, paid to him by the ſaid *C. N.* and alſo of the further ſum of fourteen pounds, by him alſo paid for intereſt and charges relating to the ſame) *Did* aſſign, *&c.* unto the ſaid *C. N.* his, *&c.* the ſame recited recognizance and judgment, and all ſums of money therein contained and thereby recoverable, and all benefit and advantage which ſhould or might in any wiſe thereafter grow, be had, made, gotten, ariſe, accrue, upon or by reaſon of the ſame recognizance or judgment, or of any proceſs, execution or extent to be thereupon had or made; *And* the ſaid *R. H.* did thereby conſtitute, *&c.* *(recital of letter of attorney)* in ſuch manner as therein is mentioned: And whereas by a certain deed or inſtrument in writing bearing date the ſaid, *&c.* (whereby after reciting the ſame before mentioned recognizance and judgment and the ſaid aſſignment thereof to the ſaid *C. N.*) the ſaid *C. N. Did* thereby declare and agree, that the ſaid ſums of two hundred and fifty pounds, and fourteen pounds, ſo by him paid by the ſaid *R. H.* in the aſſignment as aforeſaid, was the proper money of the ſaid *H. W.* and that the name of him the ſaid *C. N.* was therein uſed in truſt only, and to and for the uſe and benefit of the ſaid *H. W.* his executors, adminiſtrators and aſſigns: And whereas by one other indenture of defeaſance, bearing date on or about the firſt day of April ——— and made between the ſaid *W. P.* and *H. W.* of the one part, and the ſaid *J. B.* of the other part, whereby after reciting the before recited indenture of defeaſance, dated the, *&c.* and after reciting therein (among other things) the ſaid therein and herein before mentioned judgment obtained by them the ſaid *W. P.* and *H. W.* againſt the ſaid *J. B.* for five thouſand pounds as aforeſaid, and after further reciting therein (among other ſecurities given by them the ſaid *W. P.* and *H. W.* for and on the account of the ſame *J. B.*) the before recited recognizance entered and given to the ſaid *R. H.* and of the obtaining judgment thereon as aforeſaid, and the aſſignment thereof made by the ſaid *R. H.* to the ſaid *C. N.* as aforeſaid, It is by the ſaid indenture of the firſt of April ——— *Witneſſed*, and the ſaid *W. P.* and *H. W.* for themſelves, their executors and adminiſtrators, *Did* thereby covenant with the ſaid *J. B.* *That* if he the ſame *J. B.* his heirs, executors and adminiſtrators, (among other ſums therein mentioned) ſhould well and truly pay to the ſaid *C. N.* his executors, adminiſtrators or aſſigns, the ſaid ſum of two hundred and fourteen pounds and intereſt; *And alſo* if he the ſame *J. B.* his, *&c.* ſhould at all times then after indemnify them the ſaid *W. P.* and *H. W.* their, *&c.* of and from all coſts, damages and expences in ſuch manner as therein mentioned, that then they the ſaid *W. P.* and *H. W.* their, *&c.* ſhould, at the requeſt and charge of the ſame *J. B.* his, *&c.* acknowledge ſatisfaction upon record on the ſaid judgment, or do any other act to vacate and make void the ſame, as counſel ſhould adviſe: And whereas by one bond or obligation bearing date, *&c.* the ſaid *J. B. W. P.* and *H. W.* are thereby ſeverally and jointly bound unto *R. H.* of, *&c.* in the penal ſum of four hundred pounds, with condition thereunder written, that if the ſame *J. B. W. P.* and *H. W.* or any, *&c.* ſhould, *&c.* pay to the ſaid *J. H.* his, *&c.* the full ſum of two hundred and eighteen pounds, on the ſeveral days, and in ſuch manner as therein is mentioned, then the ſame obligation to be void: And whereas by deed-poll bearing date, *&c.* *(after reciting* therein the herein before mentioned judgment for five thouſand pounds obtained by them the ſaid *W. P.* and

Recitals.
Of warrant of attorney from J. B. to W. P.
Of judgment entered thereon.
Of debt to W. P. 700l. and to H. W. 236l.
Of defeaſance and covenant by W. P. and H. W. that on payment of ſaid ſums, ſatisfaction to be entered, &c.
Of recognizance from J. B. and W. P. to R. H. for 400l.
Condition 250l.
Inrolled in Chancery.
Of aſſignment of recognizance and judgment thereon to C. N.
Of letter of attorney therein.
Of declaration by C. N. that the aſſignment was in truſt for H. W.
Of another defeaſance.
from W. P. and H. W. that if J. B. pays C. N. 214l. and indemnifies ſaid W. P. and H. W. from coſts, &c.
they will acknowledge ſatisfaction, &c.
Of a bond from J. B. W. P. and H. W. to R. H.
Penalty 400l.
Condition 218l.
Of declaration and covenant by J. B. that the

and

and *H. W.* in T. term in the ——— year, *&c.* againſt the ſaid *J. B. and alſo after reciting* therein the before in part recited bond made from *J. B. W. P.* and *H. W.* to the ſaid *R. H.* for payment of the ſaid ſum of two hundred and eighteen pounds) the ſaid *J. B. Did* thereby covenant, promiſe and declare, to and with the ſaid *W. P.* and *H. W.* their, *&c.* that the ſaid therein before recited judgment ſhould be a ſecurity for the indemnifying them the ſaid *W. P.* and *H. W.* their, *&c.* as well from the payment of the ſaid two hundred and eighteen pounds and intereſt, as alſo from all coſts and charges which they the ſaid *W. P.* and *H. W.* their executors or adminiſtrators, ſhould ſuſtain by reaſon of the ſaid *J. B.*'s non-payment of the ſaid two hundred and eighteen pounds and intereſt, or by reaſon of the ſaid *W. P.* and *H. W.* becoming bound with the ſaid *J. B.* for payment thereof, or otherwiſe relating thereunto: judgment entered againſt him ſhould be a ſecurity to indemnify W. P. and H. W. from ſaid bond.

**And whereas** by one other bond or obligation bearing date, *&c.* the ſaid *J. B.* ſtands bound to the ſaid *H. W.* in the penal ſum of five hundred and ſixty pounds, with condition thereunder written, for payment of the ſum of two hundred and eighteen pounds five ſhillings and ten-pence, and intereſt, on, *&c.* as in and by the ſaid ſeveral recited bonds and indentures and other ſecurities before in part recited, relation being to them reſpectively had, more fully and at large may appear: Of another bond from J. B. to H. W. for 218l. 5s. 10d.

**And whereas** the ſaid *H. W.* is ſince dead, having firſt made and duly executed his laſt will and teſtament, and thereby did conſtitute and appoint her the ſaid *E. W.* ſole executrix thereof, who hath ſince duly proved the ſame will, and taken on her the burthen of the execution thereof: H. W. dead.

**And whereas** the ſaid *R. H.* is ſince alſo dead, and letters of adminiſtration of his goods, chattels, rights and credits have been duly granted to her the ſaid *E. W.* R. H. dead.

**Now this Indenture witneſſeth**, that for and in conſideration of the ſum of three hundred pounds of, *&c.* to them the ſaid *E. W.* and *R. W.* or one of them, in hand well and truly paid and ſecured to be paid by the ſaid *H. W.* the receipt, *&c.* and for divers, *&c.* they the ſaid *E. W.* and *R. W.* **Have** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Do**, and each of them **Doth** bargain, *&c.* unto the ſaid *H. W.* **The** ſaid before mentioned ſum of two hundred and thirty-ſix pounds due from the ſaid *J. B.* to the ſaid *H. W.* deceaſed, on the balance of an account in the before in part recited defeaſance of the 22d of April ——— particularly mentioned; **And alſo** the before mentioned and recited recognizance made from the ſame *J. B.* and *W. P.* to the ſaid *R. H.* deceaſed, dated, *&c.* **And alſo** the before in part recited bond, dated, *&c.* made from the ſaid *J. B. W. P.* and *H. W.* to the ſaid *R. H.* for ſecuring the before mentioned ſum of two hundred and eighteen pounds; **And alſo** the before in part recited bond, dated, *&c.* made from the ſaid *J. B.* to the ſaid *H. W.* for payment of the before mentioned ſum of two hundred and eighty pounds five ſhillings and ten-pence, and intereſt for the ſame unto the ſaid *H. W.* **And alſo** the before in part recited judgment obtained by them the ſaid *W. P.* and *H. W.* in T. term in the ——— year, *&c.* againſt the ſaid *J. B.* for the ſum of five thouſand pounds. **And alſo all** and every other the debts, bonds, judgments and all other ſecurities which were given to him the ſaid *H. W.* or in truſt for him, or aſſigned to him in his life-time, or which he had obtained againſt them the ſaid *J. B.* and *W. P.* or either of them, in any court of law or equity or otherwiſe howſoever, together with all and every the ſum and ſums of money whatſoever now due or to grow due and payable, or which ſhall or may be recovered upon or by virtue of the herein before mentioned to be aſſigned bonds, recognizance, judgment and other ſecurities, or any or either of them by virtue of any execution or executions or other proceſs whatſoever, thereupon or upon any other account whatſoever, of them the ſaid *E.* and *R. W.* or of either of them, of, in or to the hereby aſſigned premiſes, or any part or parcel thereof; **Except**, and always reſerved out of this preſent aſſignment unto the ſaid *R. W.* his executors and adminiſtrators, **All thoſe** three meſſuages or tenements, ſituate, *&c.* which by virtue of an aſſignment of a mortgage, and judgment made from Mr. *W. P.* (executor of *R. P.* deceaſed) were aſſigned to the ſaid *E. W.* and by her ſince aſſigned to the ſaid *R. W.* **And except alſo** one bond or obligation from the ſaid *W. P.* to the ſaid *P. W.* for ſecuring one hundred and thirty pounds and intereſt; **To have**, hold, receive, take and enjoy the ſaid bonds, recognizance, judgment, debts, ſums of money, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned premiſes, (except as is before excepted) unto and to the uſe of him the ſaid *H. W.* his executors, adminiſtrators and aſſigns from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as they the ſaid *E. W.* and *R. W.* or either of them, could or might have had, held, received or enjoyed the ſame, in caſe theſe preſents had not been had or made. **And** for the better, *&c. (letter of attorney.)* Letter of attorney.

**And the ſaid** *E. W.* for herſelf, her heirs, executors and adminiſtrators, and the ſaid *R. W.* for himſelf, his heirs, executors and adminiſtrators, do and each of them doth ſeverally and apart covenant to and with the ſaid *H. W.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner as follows, *viz.* That (for and notwithſtanding any act or thing whatſoever, by them the ſaid *E. W.* and *R. W.* or the ſaid *H. W.* deceaſed, or any of them, done, made, committed or ſuffered to the contrary) the ſaid ſeveral recited and hereby intended to be aſſigned ſecurities at the time of executing hereof are now in full force and virtue, and that all and every the ſeveral debts and ſums of money due upon or by virtue of the ſaid ſeveral ſecurities herein before mentioned and intended to be hereby aſſigned, are all of them now wholly unpaid, and that the ſaid ſeveral hereby aſſigned ſums of money are now *bona fide* wholly due and owing; Covenant that (notwithſtanding any act, &c.) the ſecurities hereby aſſigned are in force, and the money thereon due unpaid and ſtill owing.

**And alſo** that the ſaid *E. W.* nor the ſaid *H. W.* deceaſed, or either of them, have not at any time heretofore made, done or ſuffered, nor that ſhe the ſaid *E. W.* ſhall at any time hereafter make, do, execute or willingly ſuffer any act, deed, matter or thing whatſoever, whereby or by means whereof the herein before mentioned and intended to be hereby aſſigned premiſes, or any part thereof, are, or is, or ſhall, or may be in any ways prejudiced, diſcharged, vacated or otherwiſe incumbered in any manner howſoever; Have done no act, &c.

**And alſo** that he the ſaid *R. W.* hath not at any time heretofore made, done, committed, executed or willingly ſuffered, nor that he the ſaid *R. W.* ſhall at any time hereafter make, do, execute or willingly ſuffer any act, deed, matter or thing whatſoever, whereby or by means whereof the herein before mentioned and intended to be hereby aſſigned premiſes, or any part thereof, are, is, ſhall or may be in any wiſe prejudiced, diſcharged, vacated or otherwiſe incumbered in any manner howſoever; **And the ſaid** *H. W.* for himſelf, his, *&c.* doth covenant, *&c. (indemnity of aſſignors)* to and with the ſaid *E. W.* and *R. W.* their, *&c.* his, *&c.* **In Witneſs**, &c.

*(Wood.)*

*Aſſignment*

*Aſſignment of a Debenture by way of Collateral Security for Money due on Mortgage.*

Recital. THIS Indenture, made, &c. the tenth day of May, in the nineteenth year, &c. in the year of our Lord 1779, Between *George Bye*, of, &c. of the other part. Whereas the ſaid *H. S.* hath advanced and lent unto the ſaid *G. B.* the ſum of four hundred pounds, of, &c. for the repayment whereof with intereſt, as herein after is mentioned, a meſſuage or tenement, and ſeveral lands and hereditaments in the ſeveral pariſhes of, &c. in the County of E. are conveyed as a ſecurity: And whereas the ſaid *G. B.* hath a debenture marked No. 96, and ſigned by the Earl of *R.* for the ſum of one hundred and eight pounds, ſeven ſhillings and nine-pence, due unto him the ſaid *G. B.* for his ſervice as lieutenant in the regiment of dragoons, late under the command of Colonel *E. L.* Now this Indenture witneſſeth, that for the better ſecuring the payment of the ſaid four hundred pounds and intereſt unto the ſaid *H. S.* his executors, adminiſtrators and aſſigns, as herein after is mentioned, the ſaid *G. B.* hath bargained, ſold, aſſigned and ſet over, And by theſe preſents Doth bargain, ſell, aſſign and ſet over unto the ſaid *H. S.* his executors, adminiſtrators and aſſigns, the ſaid recited debenture, and the ſaid ſum of one hundred and eight pounds ſeven ſhillings and nine-pence, and all the benefit and advantage whatſoever to be made of the ſaid debenture by ſale or otherwiſe. Provided always, and the ſaid *H. S.* doth hereby agree with the ſaid *G. B.* his executors and adminiſtrators, by theſe preſents, that if the ſaid *G. B.* his heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *H. S.* his executors, adminiſtrators or aſſigns, the full ſum of four hundred and twenty-four pounds, of, &c. according to a proviſo and covenant on the behalf of the ſaid *G. B.* his heirs, executors and adminiſtrators, to be performed, mentioned and contained in an indenture *tripartite*, bearing even date with theſe preſents, and made between the ſaid *G. B.* and *A.* his wife of the firſt part, *R.* of the Inner-Temple, London, Gentleman, of the ſecond part, and the ſaid *H. S.* and *J. H.* of London, Merchant, of the third part, then the aſſignment hereby made ſhall ceaſe and be void to all intents and purpoſes; and then alſo the ſaid *H. S.* his executors, adminiſtrators or aſſigns, ſhall and will deliver, or cauſe to be delivered, the ſaid debenture ſafe and uncancelled unto the ſaid *G. B.* his executors, adminiſtrators and aſſigns, all inevitable accidents excepted. Provided alſo nevertheleſs, and the ſaid *G. B.* doth hereby declare and agree to and with the ſaid *H. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, that it ſhall and may be lawful to and for the ſaid *H. S.* his executors, adminiſtrators and aſſigns, at any time after the date of theſe preſents, to deliver up the ſaid debenture to any perſon or perſons who ſhall pay unto him or them the ſaid ſum of one hundred and eight pounds ſeven ſhillings and nine-pence thereupon due, or to ſell and diſpoſe of the ſaid debenture, and all monies thereupon due, after ten days notice of ſuch his or their intent to ſell and diſpoſe thereof, given or left unto or for the ſaid *G. B.* his executors or adminiſtrators, at the now dwelling-houſe or place of abode of the ſaid *G. B.* in C. aforeſaid, at the current rate or price the like debenture ſhall then be ſold. And laſtly, the ſaid *H. S.* doth hereby declare and agree to and with the ſaid *G. B.* his executors and adminiſtrators, that all monies which ſhall be received by the ſaid *H. S.* his executors, adminiſtrators or aſſigns, upon ſuch delivering up, ſale or diſpoſition as aforeſaid of the ſaid debenture, ſhall be received and taken ſo far as the ſame monies will extend towards the payment and diſcharge of ſuch intereſt and principal monies as ſhall at the time of ſuch receipt be due upon the ſaid recited mortgage from the ſaid *G. B.* his executors, adminiſtrators or aſſigns, to the ſaid *H. S.* his executors, adminiſtrators or aſſigns. In Witneſs, &c.

Aſſignment.

Proviſo.

Proviſo.

*(Lloyd.)*

*An Aſſignment of ſeveral Leaſes for the Reſidue of the ſeveral Terms.*

Recital of a leaſe of a tavern. THIS Indenture made, &c. Between Sir *A. D.* of, &c. Knight, on the one part, and *G. B.* of London, Merchant, of the other part. Whereas the Parſon or Rector, and Wardens of the pariſh church of St. Magnus the Martyr, near London-Bridge, by their indenture of leaſe under their hands and ſeals, bearing date, &c. for the conſideration therein mentioned, did demiſe, grant, and to farm let unto *J. P.* of, &c. Vintner, All that capital meſſuage, tenement or tavern, with the appurtenances, then or ſince called the Sun Tavern, ſituate, lying or being in or near, &c. To hold to the ſaid *J. P.* his executors, adminiſtrators and aſſigns, from, &c. which was in the year, &c. for the term of one and forty years, from thence next enſuing andfully to be compleat and ended, under the yearly rent of, &c. payable at the days and times therein mentioned, as in and by the ſaid recited indenture of leaſe, relation being thereunto had, may more fully and at large appear: And whereas the ſaid recited indenture of leaſe, and the meſſuage, tenement or tavern, with the appurtenances thereby granted, are by one or more mean aſſignment or aſſignments, or other conveyance in the law, legally come unto and veſted in the ſaid Sir *A. D.* for all the reſt and reſidue of the ſaid term of forty-one years, in and by the ſaid recited indenture of leaſe granted yet to come and unexpired: And whereas by indenture, bearing date, &c. made or mentioned to be made between *R. J.* Rector of the ſaid pariſh church of St. Magnus, and *W. C.* Fiſhmonger, and *R. P.* Haberdaſher, Citizens of London, wardens and keepers of the goods, works, rents and ornaments of the ſaid pariſh church of St. Magnus, of the one part, and the ſaid Sir *A. D.* by the name of *A. D.* of, &c. Gentleman, on the other part, they the ſaid rector and churchwardens, as well in conſideration of new building, as for divers other conſiderations therein mentioned, did demiſe, grant, and to farm let unto the ſaid Sir *A. D.* So much of All that toft, ſcite, place and ground, where the aforeſaid capital meſſuage, tenement or tavern, with the appurtenances, called the Sun, formerly ſtood, ſituate, &c. aforeſaid, and then late in the tenure or occupation of the above named *J. P.* as was not then cut off, or appointed to be cut off, or left for the enlargement of the ſtreet there,

Habendum for the term of 41 years.

Recital of an aſſignment of the ſaid indenture of leaſe.

Recital of an indenture of leaſe of part of a toft, &c. to be built on.

there, which ſaid toft, ſcite, place and ground, then was in the tenure or occupation of the ſaid Sir *A. D.* his under-tenants or aſſigns, containing the ſeveral dimenſions in a ſcheme or draught thereof to the ſaid indenture of leaſe annexed, particularly mentioned, together with all ways, paſſages, lights, eaſements, cellars, vaults, profits, commodities and appurtenances whatſoever, to the ſaid demiſed part of a toft, place and ground, meſſuage and ſcite, or any part thereof, in any wiſe appertaining; **To hold** unto the ſaid Sir *A. D.* his executors, adminiſtrators and aſſigns, from the feaſt-day of St. Michael the Archangel, which ſhould be in the year of our Lord, *&c.* and from the expiration, forfeiture, or ſooner determination of a former leaſe, theretofore let to the ſaid *J. P.* and herein before mentioned and recited, wherein there were to come about, *&c.* which firſt or next ſhould happen, for and during the term of, *&c.* from the reſpective intended commencement or beginning of the ſaid demiſe as aforeſaid, next enſuing and fully to be complete and ended, **Under** the yearly rent of, *&c.* for every year of the ſaid term, and under the rent of, *&c.* for the laſt three quarters of a year, payable quarterly; **And whereas** by one other indenture, bearing date, *&c.* made or mentioned to be made between the above named Rector and Churchwardens on the one part, and the ſaid Sir *A. D.* by the name of *A. D.* of, *&c.* Gentleman, on the other part, **They** the ſaid Rector and Churchwardens, in conſideration of new building, and for divers other conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid Sir *A. D.* **All that** toft, ſcite, place and ground, where, before the ſaid dreadful fire of London, ſtood the aforeſaid meſſuages or tenements, with the appurtenances, called the Sun Tavern, as was not then cut off or appointed to be cut off or left for the enlargement of the ſtreet there, and then late was in the tenure or occupation of *G. M.* and after that of, *&c.* and after that of *A. S.* Fiſhmonger, containing in length, *&c.* and in breadth, *&c.* together with all ways, paſſages, lights, eaſements, profits, commodities and appurtenances whatſoever, to the ſaid demiſed premiſes belonging or in any wiſe appertaining; **To hold** to the ſaid Sir *A. D.* his executors, adminiſtrators and aſſigns, from the feaſt-day of the nativity of, *&c.* next following the day of the date of the ſame indenture, for and during the term of, *&c.* from thence next following fully to be completed and ended, **Under** the yearly rent of, *&c.* payable quarterly, as in and by the ſaid two laſt recited indentures of leaſe, relation thereunto being reſpectively had, may more fully and at large appear: **And whereas** the ſaid Sir *A. D.* hath lately erected and built upon the ſaid toft, ſcite, pieces and parcels of ground above mentioned to be granted by the ſaid ſeveral recited indentures of leaſe, one capital meſſuage or tenement, called or known by the name of the Sun Tavern, and now in the ſeveral tenures or occupations of, *&c.* or ſome of them. **Now this Indenture witneſſeth,** That the ſaid Sir *A. D.* as well for and in conſideration of the ſum of one thouſand one hundred pounds of lawful, *&c.* to be paid to him the ſaid Sir *A. D.* by the above named *G. B.* immediately after the ſealing and delivery of theſe preſents, according to a certain agreement in writing, under the hand and ſeal of the ſaid *G. B.* bearing date, *&c.* and a collateral agreement bearing even date with theſe preſents, wherewith the ſaid Sir *A. D.* doth hereby acknowledge himſelf fully ſatisfied and contented, and for divers other good cauſes and conſiderations him hereunto moving, **hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *G. B.* **All** the ſaid toft, ſcite ſoil, pieces or parcels of ground, and all and ſingular other the premiſes in and by the ſaid recited indentures of leaſe or any of them demiſed or granted, or mentioned or intended to be by them or any of them demiſed or granted, with their and every of their rights, members and appurtenances, **And all** that the ſaid capital meſſuage or tenement, with the appurtenances now erected and built, called or known by the name of the Sun Tavern, as the ſame is now divided and ſeverally let to and occupied or enjoyed by the ſaid, *&c.* or ſome of them, or ſome of their under-tenants or aſſigns; **And alſo** all the eſtate, right, title, intereſt, term and terms of years yet to come, property, profit, uſe, truſt, benefit, claim and demand of him the ſaid Sir *A. D.* either in law or equity, of, in or to the premiſes, and every or any part or parcel thereof, together alſo with the ſaid ſeveral recited indentures of leaſe, and the aſſignment or aſſignments, or other conveyances in the law herein before mentioned and intended, and every of them; **To have and to hold** the ſaid toft, ſcite, ſoil, pieces or parcels of ground, meſſuage or tenement, and all and ſingular other the premiſes herein before mentioned or intended to be hereby granted, bargained, ſold, aſſigned and ſet over, with their and every of their rights, members and appurtenances, unto the ſaid *G. B.* his executors, adminiſtrators and aſſigns, from henceforth for and during and unto the full end of the ſeveral terms of years in and by the ſaid ſeveral recited indentures of leaſe, or any of them, granted or meant, mentioned or intended to be granted, which are to begin or commence at any time hereafter, or which are already begun or commenced, and are therein yet to come and unexpired. **And the ſaid** Sir *A. D.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and every of them, doth covenant, promiſe and grant, to and with the ſaid *G. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that the ſaid ſeveral recited indentures of leaſe, at the time of the enſealing and delivery of theſe preſents, for or notwithſtanding any act, matter or thing by the ſaid Sir *A. D.* done, or to be done or ſuffered to the contrary, are good, ſure, perfect and indefeaſible leaſes in the law, of and for all and ſingular the premiſes thereby reſpectively demiſed, and for and notwithſtanding any ſuch act, matter or thing as aforeſaid, ſo ſhall ſtand, remain, continue and be unto the ſaid *G. B.* his executors, adminiſtrators and aſſigns, from henceforth for and during the ſeveral terms of years thereby reſpectively granted, and therein now to come and unexpired, under the rents, covenants and conditions therein reſpectively mentioned or contained: **And** that the ſaid Sir *A. D.* now hath in himſelf good right, full power and lawful authority to grant and aſſign all and ſingular the premiſes herein before mentioned or intended to be hereby granted and aſſigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *G. B.* his executors, adminiſtrators and aſſigns, in manner and form aforeſaid; **And alſo,** that the ſaid *G. B.* his executors, adminiſtrators and aſſigns, ſhall, or lawfully may, from time to time, and at all times hereafter, during the continuance of the ſeveral terms of years in and by the ſaid ſeveral recited indentures of leaſe or any of them granted, or meant, mentioned or intended to be granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the premiſes herein before mentioned or intended to be hereby granted, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawful let, ſuit, trouble, denial, eviction, expulſion or interruption of him the ſaid Sir *A. D.* his executors or adminiſtrators, or any of them, or any other perſon or perſons whatſoever lawfully claiming or to claim, by, from or under him, them or any of them; **And** that free and

Habendum for a term of years, under a yearly rent.

Recital of another indenture of leaſe, of another toft, &c.

Habendum for a term of years under a certain rent, payable quarterly.

Recital of buildings erected on the premiſes.

Covenant of bargain and ſale, by way of aſſignment of all the premiſes.

Habendum for the ſeveral terms of years, either begun or to be begun, and yet to come and unexpired.

Covenant that the ſaid ſeveral recited indentures are good in the law, &c.

And that the aſſigner hath power to aſſign the ſame.

Covenant for quiet enjoyment.

And that the premiſes are

free from all incumbrances, and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, or otherwiſe by him the ſaid Sir *A. D.* his heirs, executors or adminiſtrators, or ſome of them, well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all manner of former and other grants, gifts, bargains, ſales, leaſes, aſſignments, mortgages, ſurrenders, forfeitures, rents, arrearages of rent, debts, duties, judgments, executions, extents, ſtatutes, rights, titles, eſtates, charges, troubles and incumbrances whatſoever, had, made, committed, done or wittingly or willingly ſuffered, or to be had, made, committed, done or ſuffered by the ſaid Sir *A. D.* or any perſon or perſons lawfully claiming or to claim, by, from or under him; **Except** the ſeveral yearly rents, covenants, conditions and agreements in and by the ſaid ſeveral recited indentures of leaſe reſerved, mentioned and expreſſed, which from henceforth, on the tenants or leſſees part are and ought to be paid, performed, fulfilled and kept: **And** alſo except ſuch leaſe or grant, which the ſaid *M. D.* now hath or pretends to have for the holding ſuch part of the ſaid capital meſſuage or tenement, or tavern, as is now in his poſſeſſion for divers years to come, at, *&c. per annum.* **And likewiſe,** except one leaſe made by the ſaid Sir *A. D.* to *E. F.* of, *&c.* Gentleman, by indenture, bearing date, *&c.* of ſo much of the ſaid capital meſſuage, tenement or tavern, as is now in the poſſeſſion of the above named *J. F.* ſon of the ſaid *E. F.* his under-tenants or aſſigns, for the term of, *&c.* from, *&c.* laſt paſt, before the date hereof, under the yearly rent of one hundred pounds, payable quarterly, which ſaid rents during the continuance of the reſpective leaſes or grants, and all other rent and rents iſſuing out of the premiſes, or any part thereof, ſhall and may from henceforth be paid, and payable to the ſaid *G. B.* his executors, adminiſtrators or aſſigns. **And further,** that he the ſaid Sir *A. D.* his executors, adminiſtrators and aſſigns, and every other perſon or perſons, having or lawfully claiming any eſtate or intereſt, of, in, to, or out of the premiſes herein before mentioned and intended to be hereby granted and aſſigned, or any part or parcel thereof, by, from, or under him, at any time or times hereafter, ſhall and will upon the reaſonable requeſt, and at the proper coſts and charges in the law, of the ſaid *G. B.* his executors, adminiſtrators and aſſigns, make, ſeal, execute, perform and do, all and every ſuch act and acts, thing and things, deviſes and conveyances in the law, for the further and more perfect conveying and confirming of all and ſingular the premiſes herein before mentioned or intended to be hereby granted and aſſigned unto the ſaid *G. B.* his executors, adminiſtrators and aſſigns, for and during the ſeveral terms of years, in and by the ſaid ſeveral recited indentures of leaſe or any of them granted, and therein now to come and unexpired, as by the ſaid *G. B.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required; **So** as ſuch further acts or conveyances, or any of them, do not nor ſhall contain any further or other warranty or covenants for quiet enjoyment, or freeing from incumbrances, than as in theſe preſents is or are contained, and ſo as the perſon or perſons that ſhall be required to make or execute ſuch further acts or conveyances, or any of them, be not nor ſhall be compelled or compellable to travel, for the doing thereof, from the place of his or their habitation or abode, at the time of ſuch requeſt to be made as aforeſaid. **And the ſaid** *G. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and grant, to and with the ſaid Sir *A. D.* his executors, adminiſtrators and aſſigns, that he the ſaid *G. B.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid Sir *A. D.* his executors, adminiſtrators and aſſigns, and every of them, and his and their lands and tenements, goods and chattels, of and from all actions, ſuits, troubles, coſts, charges and demands whatſoever, for, touching or concerning any of the payments, covenants, clauſes, articles, proviſoes and agreements, mentioned, expreſſed or contained in the ſaid ſeveral recited indentures of leaſe, or any of them, which from henceforth, on the tenants or leſſees part, are or ought to be paid, performed, obſerved, fulfilled and kept, according to the true intent and meaning of the ſame indentures. **In Witneſs,** &c.

except the rents, &c. in the ſeveral recited indentures mentioned.

Except alſo two other leaſes of part of the premiſes.

Covenant to make farther aſſurance upon requeſt.

So as ſuch further aſſurances ſhall contain no further warranty, &c. than are contained in theſe preſents.

Covenant that the aſſignee ſhall ſave the aſſignor harmleſs from all actions, &c. concerning covenants, &c. contained in the ſeveral recited indentures of leaſe.

I approve of this draught,

*(J. Ward.)*

## *Aſſignment of a Mortgage, with a new Demiſe.*

**THIS Indenture Tripartite,** made the 12th day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *L. Taylor* of, *&c.* Widow, the only daughter and heir of *Jane Taylor*, late of, *&c.* Widow, deceaſed, which ſaid *J. T.* was the only ſurviving ſiſter and heir of *T. B.* of, *&c.* deceaſed, of the firſt part, *F. M.* of, *&c.* Coach-harneſs-maker, of the ſecond part, and *E. B.* of, *&c.* Widow, of the third part. **Whereas** by indenture bearing date, *&c.* made between the ſaid *L. T.* of the one part, and the ſaid *F. M.* of the other part, the ſaid *L. T.* for the conſiderations therein mentioned, did demiſe, grant, bargain and ſell unto the ſaid *F. M.* his executors, adminiſtrators and aſſigns, **All that** meſſuage or tenement, with the appurtenances, ſituate, *&c.* heretofore in the tenure or occupation of *E. P.* Sadler, afterwards of *M. D.* and then in the tenure or occupation of *M. H.* **And alſo** that other meſſuage or tenement, with the appurtenances, ſituate, *&c.* heretofore in the tenure or occupation of, *&c.* **Together** with the ground and ſoil whereon the ſame meſſuage then ſtood, and alſo all and ſingular the houſes, edifices, buildings, ſheds, ſhops, ſtalls, cellars, ſollars, chambers, rooms, yards, backſides, waters, water-courſes, lights, eaſements, profits, commodities, advantages, emoluments and hereditaments whatſoever, to the ſaid meſſuages or tenements, or either of them, belonging or in any wiſe appertaining, or to or with the ſame then, or at any time theretofore, demiſed, letten, uſed, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member of them, or either of them, and the reverſion and reverſions, remainder and remainders, rents, iſſues, and all yearly and other profits of all and ſingular the ſaid premiſes; **To hold** to the ſaid *F. M.* his executors, adminiſtrators and aſſigns, from, *&c.* laſt paſt, before the date of the ſame indenture, for and during and unto the full end and term of one thouſand years from thence next enſuing, and fully to be complete and ended, without impeachment of or for any manner of waſte, **Under** a proviſo or condition nevertheleſs, to be void on the ſaid *L. T.* her heirs, executors, adminiſtrators

Recital of the mortgage.

The premiſes.

General words.

The habendum for 1000 years without impeachment of waſte.

Proviſo to be void on pay-

tors or aſſigns, paying to the ſaid *F. M.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* on, *&c.* then next enſuing, without any deduction for taxes or other impoſitions whatſoever, which ſaid money was not paid according to the ſaid proviſo or condition, whereby the ſaid term became abſolute in the law: **And whereas** there is now due and owing upon the ſaid mortgage to the ſaid *F. M.* for principal and intereſt the ſum of, *&c.* **Now this Indenture witneſſeth,** that for and in conſideration of the ſaid ſum of, *&c.* of lawful, *&c.* to the ſaid *F. M.* in hand paid by the ſaid *E. B.* at or before the ſealing and delivery of theſe preſents, by the direction and appointment of the ſaid *L. T.* teſtified by her being a party, and her ſigning and ſealing to theſe preſents, and of the further ſum of, *&c.* of like lawful money to the ſaid *L. T.* in hand alſo paid by the ſaid *E. B.* at or before the ſealing and delivery of theſe preſents, the ſeveral and reſpective receipts of which ſaid ſeveral ſums of, *&c.* they the ſaid *F. M.* and *L. T.* do hereby reſpectively acknowledge, and thereof and therefrom, and from every part and parcel thereof, do, and either of them doth, clearly and abſolutely acquit, releaſe and diſcharge the ſaid *E. B.* her executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, the ſaid *F. M.* at the deſire and requeſt, and by and with the conſent, direction and appointment of the ſaid *L. T.* and alſo the ſaid *L. T.* **have,** and each of them **hath** bargained, ſold and aſſigned, and by theſe preſents **do,** and each of them **doth** bargain, ſell and aſſign unto the ſaid *E. B.* her executors, adminiſtrators and aſſigns, **All thoſe** ſaid two meſſuages or tenements, and all and ſingular other the premiſes, in or by the ſaid recited indenture demiſed or intended to be demiſed by the ſaid *L. T.* to the ſaid *F. M.* as aforeſaid, with their and every of their members and appurtenances, and alſo all the eſtate, right, title, term of years, poſſeſſion, property, claim and demand whatſoever, of them the ſaid *L. T.* and *F. M.* or either of them, of, in, to or out of the ſaid hereby bargained or aſſigned premiſes, or any part thereof in any wiſe howſoever, together with the ſaid recited indenture of demiſe; **To have and to hold** the ſaid meſſuages or tenements, and all and ſingular other the premiſes herein before mentioned or intended to be hereby bargained, ſold or aſſigned, with their and every of their appurtenances, unto the ſaid *E. B.* her executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of one thouſand years in and by the ſaid recited indenture of demiſe granted, yet to come and unexpired. **And the ſaid** *L. T.* for the conſiderations aforeſaid, doth hereby for herſelf, her heirs, executors and adminiſtrators, remiſe, releaſe, and for ever quit claim unto the ſaid *E. B.* her executors, adminiſtrators and aſſigns, the ſaid proviſo or condition contained in the ſaid recited indenture of demiſe, and all her right, title, power and equity of redemption, of, in or to the ſaid bargained and aſſigned premiſes, or any part thereof, by virtue of the ſaid recited indenture of demiſe, or the ſaid proviſo or condition therein contained, or otherwiſe howſoever; ſubject nevertheleſs to the proviſo or agreement herein after contained for the aſſignment of the ſame premiſes. **And the ſaid** *F. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant to and with the ſaid *E. B.* her executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *F. M.* hath not at any time or times, made, done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by reaſon or means whereof the ſaid hereby bargained and aſſigned premiſes, or any part thereof, is, are, ſhall or may be charged or impeached in title, charge, eſtate, or otherwiſe howſoever. **And whereas** the ſaid *L. T.* as adminiſtratrix to the ſaid *J. T.* her mother, or by virtue of the will of her late grand-mother *A. M.* deceaſed, or otherwiſe, is legally intitled to a meſſuage or tenement ſituate, *&c.* and two other houſes lying behind the ſame, now or late in the tenures or occupation of, *&c.* held under the Mayor and Commonalty of the Citizens of London, and being parcel of the lands and tenements within the account of the Maſters and Wardens of London Bridge, for the remainder of a term, whereof two years will be to come at, *&c.* next, at the yearly rent of, *&c.* payable quarterly: **And whereas** the ſaid *L. T.* hath lately agreed with the ſaid Mayor and Commonalty and Citizens of London, for a new leaſe to be granted to her, of the ſaid three laſt mentioned meſſuages or tenements for, *&c.* to commence from the expiration of the preſent leaſe thereof at the yearly rent of, *&c.* free from taxes, payable alſo quarterly, but the ſaid new leaſe is not as yet made: **Now this Indenture further witneſſeth,** that the ſaid *L. T.* for the conſiderations aforeſaid, **hath** demiſed and to farm let, and by theſe preſents doth demiſe, and to farm let unto the ſaid *E. B.* the ſaid three laſt mentioned meſſuages or tenements, with their appurtenances, ſituate, *&c.* and all ways, paſſages, yards, lights, eaſements, privileges, advantages and appurtenances whatſoever, to the ſame or any of them belonging; **To have and to hold** to the ſaid *E. B.* her executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue of the term of years in the leaſe, whereby the ſame are now held, yet to come and unexpired, at and under the yearly rent of one pepper-corn only payable at Michaelmas yearly, during the remainder of the ſaid term to the ſaid *L. T.* her executors, adminiſtrators or aſſigns; *ſubject nevertheleſs* to the proviſo or condition herein after contained. **And further,** the ſaid *L. T.* for the conſiderations aforeſaid, doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant and promiſe to and with the ſaid *E. B.* her executors, adminiſtrators and aſſigns, that ſhe the ſaid *L. T.* ſhall and will, within one month next enſuing the date of theſe preſents, pay to the ſaid Mayor and Commonalty and Citizens the ſum of, *&c.* of lawful, *&c.* being the money agreed to be paid by her as a fine for the ſaid new leaſe; **And that** ſhe will within the ſpace of one month procure the ſaid new leaſe to be made, and paſſed under the ſeal of the ſaid Mayor and Commonalty and Citizens in the uſual form, and delivered to the ſaid *E. B.* her executors, adminiſtrators or aſſigns, and that ſhe will alſo within the ſame time, at her charge, in due form of law, by indenture under her hand and ſeal to bear date the next day after the date of the ſaid new leaſe, demiſe the ſaid three laſt mentioned meſſuages or tenements, with their appurtenances, to the ſaid *E. B.* her executors, adminiſtrators and aſſigns, for all the ſaid term of, *&c.* which ſhall be granted by the ſaid new leaſe, at the yearly rent of a pepper-corn only, payable to the ſaid *L. T.* her executors, adminiſtrators and aſſigns, at Michaelmas, yearly during the ſaid term (if lawfully demanded) **Under** the like proviſo or condition, for making void ſuch demiſe as is herein after contained for making void the demiſe hereby made of the ſaid three meſſuages or tenements for the remainder of the term yet to come in the preſent leaſe thereof (that is to ſay,) **Provided** always, and the ſaid *E. B.* for herſelf, her executors, adminiſtators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *L. T.* her executors, adminiſtrators and aſſigns, that if the ſaid *L. T.* her heirs, executors, adminiſtrators or aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. B.* her executors, adminiſtrators or aſſigns, the ſum

ment of the mortgage money.

Aſſignment of the above recited mortgage.

Habendum for the the remainder of the 1000 years.

Releaſe of the equity of redemption.

Covenant that the premiſes are free from incumbrances.

Demiſe of other premiſes held by leaſe under the Mayor, &c. of London.

Habendum for the reſidue of the term.

Covenant to pay the fine for renewing the leaſe.

And to procure ſuch new leaſe to be made.

And to demiſe the ſame, &c.

Proviſo that upon payment of a ſum of money, this preſent demiſe to be void.

ſum of, &c. without any deduction, defalcation or abatement of or for any manner of taxes, aſſeſſments, charges or impoſitions whatſoever, by authority of parliament or otherwiſe howſoever, that then and from thenceforth the ſaid demiſe hereby made of the ſaid three laſt mentioned meſſuages or tenements, with their appurtenances, and alſo the demiſe herein before agreed and intended to be made of the ſame after the obtaining ſuch new leaſe thereof as aforeſaid, ſhall ceaſe, determine and become and be utterly void and of none effect, to all intents and purpoſes whatſoever; any thing therein contained, or in ſuch other demiſe to be contained, in any wiſe notwithſtanding. And that upon or at any time after ſuch payment ſhall be made as aforeſaid, ſhe the ſaid *E. B.* her executors, adminiſtrators or aſſigns, ſhall and will, upon the requeſt and at the charge of the ſaid *L. T.* her heirs or aſſigns, ſurrender or releaſe to her and them the ſaid two firſt mentioned meſſuages or tenements, with their appurtenances, or otherwiſe aſſign the ſame, and all the eſtate and intereſt of the ſaid *E. B.* her executors, adminiſtrators or aſſigns, of, in, to or out of the ſame, to ſuch perſon or perſons as ſhe the ſaid *L. T.* her heirs or aſſigns, ſhall direct or appoint, freed and diſcharged from all incumbrances, by, from or under the ſaid *E. B.* her executors, adminiſtrators or aſſigns, or any of them. And the ſaid *L. T.* for herſelf, her heirs, executors and adminiſtrators doth covenant, promiſe and grant, to and with the ſaid *E. B.* her executors, adminiſtrators and aſſigns, by theſe preſents, in manner following; (that is to ſay,) that ſhe the ſaid *L. T.* her heirs, executors, adminiſtrators or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. B.* the ſaid ſum of, &c. of good, &c. on the day for the payment thereof in the proviſo or condition herein above contained, limited and expreſſed, according to the true intent and meaning of the ſaid proviſo or condition without any deduction or abatement whatſoever, as aforeſaid; And that the ſaid recited indenture of demiſe is a good and ſufficient demiſe in the law, of and for the premiſes, with their appurtenances therein mentioned to be demiſed, for all the reſidue of the ſaid term of one thouſand years thereby granted, and now is and ſtandeth in full force and virtue; And that ſhe the ſaid *E. B.* her executors, adminiſtrators and aſſigns, in caſe any default ſhall be made in payment of the ſaid money, or any part thereof, contrary to the proviſo or condition aforeſaid, and the true intent and meaning hereof, ſhall and lawfully may at all times after peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy, all and ſingular the ſaid hereby aſſigned and demiſed premiſes, with the appurtenances, and every part or parcel thereof reſpectively, and receive and take rents, iſſues and profits thereof, reſpectively to her and their own proper uſe and uſes, during all the reſt and reſidue which ſhall be then reſpectively to come and unexpired of the ſaid term of one thouſand years, by the ſaid recited indenture of demiſe granted, and of the term granted by the leaſe under which the ſaid laſt three mentioned meſſuages or tenements are held, without any let, ſuit, trouble, diſturbance, eviction, expulſion, condition, claim or demand whatſoever of or by the ſaid *L. T.* her heirs or aſſigns, or any other perſon or perſons whatſoever; And that ſhe the ſaid *L. T.* and her heirs, and all and every other perſon or perſons having, claiming or deriving, or which ſhall or may have, claim or derive any manner of eſtate, right, title or inheritance of, in, to or out of the ſaid hereby aſſigned or demiſed premiſes reſpectively, or any part or parcel thereof, ſhall and will from time to time, and at all times from and after breach or default ſhall be made in the proviſo or condition aforeſaid, upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *E. B.* her executors, adminiſtrators or aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deeds, grants, releaſes, conveyances and aſſurances in the law whatſoever, for the further, more perfect and abſolute conveying, aſſuring, corroborating and confirming of the ſaid hereby aſſigned and demiſed premiſes reſpectively, with their appurtenances, unto the ſaid *E. B.* her executors, adminiſtrators or aſſigns, for and during all the reſidue and remainder of the ſaid ſeveral terms, which ſhall be then to come and unexpired, of and in the ſaid premiſes reſpectively, as by the ſaid *E. B.* her executors, adminiſtrators or aſſigns, or her or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. And the ſaid *E. B.* for herſelf, her executors, adminiſtrators and aſſigns, doth hereby covenant and promiſe to and with the ſaid *L. T.* her heirs and aſſigns, that ſhe the ſaid *L. T.* her heirs, executors, adminiſtrators and aſſigns, ſhall or may peaceably and quietly hold and enjoy the ſaid meſſuages or tenements and premiſes, and receive and take the rents and profits thereof, to her and their own proper uſe and behoof, until ſome breach or default ſhall be made in the proviſo or condition aforeſaid without any account to be made or given for or concerning the ſame, to the ſaid *E. B.* her executors, adminiſtrators or aſſigns. In Witneſs, &c.

Covenant to reaſſign.

Covenant to pay the money.

Covenant, that the above recited demiſe is a a good demiſe in law.

Covenant for quiet enjoyment, &c. in default of payment.

Covenant in caſe of breach or default in the proviſo or condition to make ſuch farther aſſurance, &c.

Covenant for quiet enjoyment till breach, &c.

*An Aſſignment of a Term by Indorſement by a ſurviving Truſtee, by the Direction of the Perſon whoſe Eſtate it is, and at the Nomination of the Purchaſer, to a Truſtee to protect the ſame from meſne Incumbrances.*

Recital. Premiſes veſted in T. C. by ſurvivorſhip for reſidue of term.

To all, &c. the within named *J. S. T. C.* and Sir *T. W.* of, &c. *ſend greeting.* Whereas the within-named *S. B.* is departed this life, and thereby the ſcite, manor, or lordſhip, meſſuages, farms, lands, tenements and hereditaments within mentioned, are come to and ſolely veſted in the ſaid *T. C.* by ſurvivorſhip, for the reſidue of the within mentioned term of five hundred years: Now the ſaid *T. C.* in conſideration of the ſum of five ſhillings to him in hand paid by *J. J.* of, &c. Hath (at the expreſs deſire and requeſt of the ſaid *J. S.* and by his direction, and at the nomination of the ſaid Sir *T. W.*) bargained, ſold, aſſigned, ſet over and transferred, and the ſaid *J. S.* Hath ratified and confirmed, And by theſe preſents the ſaid *T. C.* Doth bargain, ſell, aſſign, ſet over, and transfer, and the ſaid *J. S.* Doth ratify and confirm unto the ſaid *J. J.* his executors, adminiſtrators and aſſigns, All that the within mentioned ſcite, meſſuage or lands, &c. by the within written indenture aſſigned to the ſaid *S. B.* and *T. C.* for the reſidue of the term of five hundred years; And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes; And all the eſtate, right, title, intereſt, term and terms for years, property, claim and demand whatſoever of the ſaid

Conſideration.

Aſſignment and ratification.

Premiſes.

said *T. C.* in and to the same; **To have and to hold** the said scite, manor or lordship, messuages, farms, lands, tenements, hereditaments and premises unto the said *J. J.* his executors, administrators and assigns, from henceforth for and during all the rest, residue and remainder of the said term of five hundred years within mentioned yet to come and unexpired: **In Trust** for the said Sir *T. W.* his heirs and assigns, who hath purchased the fee-simple and inheritance of the said premises; to the intent the said term may not be merged, but may wait upon and attend the freehold and inheritance of the said premises, and protect the same from mean incumbrances. *(Covenant from* C. *to* J. *that he hath done no act to incumber the premises hereby assigned.)* **In Witness,** &c.

Habendum.

During residue of term.

In trust to attend the inheritance.

Covenants.

*(Pigott.)*

*An Assignment of an Apprentice who absented, (in pursuance of an Agreement) with Covenants to serve the Time in the Indentures, and further Time; and a Variety of special Covenants.*

**THIS Indenture,** made, *&c.* **Between** *N. T.* of London, Taylor, *R. W.* of, *&c.* Taylor, and *W. H.* of London, Packer, and *E. H.* his brother. **Whereas** by indenture dated, *&c.* the above named *E. H.* is bound as an apprentice to the said *N. T.* for the term of seven years, from the date of the said indenture, of which there is now to come about three years and seven months; **And whereas** the said *E. H.* having some part of his term absented himself from the service of the said *N. T.* and some differences having happened between them, **It is agreed,** upon the considerations and covenants herein after mentioned, that the said *E. H.* shall serve the remainder of the said seven years with the said *R. W.* **And** he the said *E. H.* hath further agreed to serve the said *R. W.* after the expiration of the said term of seven years, a further additional term of about seventeen months, which in the whole, from the date hereof, is to complete and make up the same to a term of five years: **Now these Presents witness,** that the said *N. T.* in consideration that the said *R. W.* from the date hereof, is to find and provide the said *E. H.* with all things needful and necessary as a servant, and thereof and therefrom to save harmless and indemnified the said *N. T.* as also of teaching him the trade of a Taylor, and also for and in consideration of the sum of five pounds of lawful money, covenanted to be paid him as herein after is mentioned, by the said *W. H.* and for other valuable considerations him moving, **hath,** (by and with the consent of the said *W.* and *E. H.* testified by their signing and sealing hereof) assigned, transferred and set over, and by, *&c.* **Doth,** *&c.* unto the said *R. W.* the said recited indenture of apprenticeship, and all the right, title, interest, advantage, service, command and demand whatsoever, which the said *N. T.* now hath, may, might, or of right ought to have by virtue of the said recited indenture, or otherwise howsoever; **To have, hold** and enjoy the same, unto the said *R. W.* his executors, administrators and assigns, from the day of the date of these presents, for and during all the residue and remainder now to come and unexpired of the said term of seven years, in as full and ample manner, to all intents and purposes whatsoever, as he the said *N. T.* could or might have enjoyed the same, in case these presents had not been made; **And** the said *E. H.* by and with the consent of the said brother *W.* testified as aforesaid, doth hereby covenant and bind himself to the said *R. W.* his executors, administrators and assigns, for such further term of about seventeen months, as shall immediately from and after the expiration of the said term of seven years, make the full and complete term of five years; **And** that he the said *E. H.* during all the said five years shall not, without the consent of the said *R. W.* absent himself from his service, either by day or night; and also shall and will faithfully, diligently and honestly, during the said five years, serve the said *R. W.* and all his lawful orders and commands do, observe and perform in all respects to his utmost, as an honest faithful servant ought to do: **And the said** *R. W.* for himself, his, *&c.* doth hereby covenant and agree to and with the said *N. T.* his executors and administrators in manner following, *viz.* That he the said *R. W.* shall and will, during all the remainder of the said seven years now to come, find and provide the said *E. H.* with meat, drink, washing, lodging, apparel (linen excepted,) and all other necessaries, needful and requisite for a servant, as usual, and thereof and therefrom shall save, keep harmless and indemnified the said *N. T.* his, *&c.* and also shall use his endeavours to teach and instruct, or cause to be taught and instructed, the said *E. H.* in the trade of a ———: **And the said** *R. W.* doth likewise covenant with the said *E. H.* that he the said *R. W.* shall, during the said additional term of seventeen months, to commence as aforesaid, find and provide him the said *E. H.* with all things needful and requisite, as usual, in manner as afore-mentioned: **And the said** *N. T.* for himself, *&c.* doth hereby covenant and agree to and with the said *E. H.* that when he the said *E. H.* shall have duly served the said *R. W.* his executors or assigns, the said full term of five years, in manner as aforesaid, that then he the said *T. N.* his executors, administrators or assigns, shall and will (at the request, costs and charges of the said *E. H.*) use his utmost power and endeavour to cause and procure the said *E. H.* to be made a Freeman of the City of London, and of the company of Merchant-Taylors, as tho' he the said *E. H.* had actually served him the said *N. T.* all the said term of seven years, pursuant to the said recited indentures: **And the said** *W. H.* for himself, his executors and administrators, doth by these presents covenant and agree to and with the said *R. W.* his executors, administrators and assigns, that he the said *W. H.* shall and will, during all the said five years, find and provide the said *E.* his brother with shirts, neckcloths, and other linen proper; and also in case he the said *E. H.* shall not from the date hereof well and faithfully serve the said *R. W.* his executors, administrators and assigns, during the said term of five years, or in case he the said *E. H.* shall during that term absent himself from his service, either by day or night, without the privity or consent of the said *R. W.* that then he the said *W. H.* his heirs, executors, administrators or assigns, shall pay, or cause to be paid, unto the said *R. W.* his executors, administrators or assigns, the full sum of thirty pounds of lawful money of Great Britain; **And** for the true performance hereof, the said *W. H.* doth hereby for himself, his heirs, executors and administrators, bind and oblige himself to the said *R. W.* his executors, administrators and assigns, in the penal sum of sixty pounds of lawful money firmly by these presents; **And** the said *W. H.* for the considerations above mentioned, doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *N. T.* his executors and assigns, that he the said *W. H.* his heirs, executors,

Bound time to come.

Absence and differences.

Agreements.

Assignment.

The apprentice binds himself to the assignee.

The new master covenants with the old master to find meat, &c.

and to instruct, &c. and with the apprentice as to further time.

The old master covenants that after all such servitude, to endeavour to get the apprentice's freedom.

Apprentice's friend covenants to find clothes, and in case the apprentice shall absent himself, to pay a sum of money to the new master,

and to pay the old master 20s. per ann. in consideration of the premises.

executors or adminiſtrators, ſhall and will pay, or cauſe to be paid, unto the ſaid *N. T.* his executors, adminiſtrators or aſſigns, the full ſum of five pounds of lawful money, by five yearly payments, at twenty ſhillings each, in manner following, *viz.* twenty ſhillings the firſt payment on Michaelmas-Day next, and ſo twenty ſhillings yearly on every Midſummer-Day ſucceſſively, until the ſaid five pounds ſhall be fully paid, the laſt of which payments to be at Midſummer ——. **And** for the true performance of which ſeveral payments aforeſaid on the reſpective days aforeſaid, he the ſaid *W. H.* doth hereby for himſelf, his heirs, executors and adminiſtrators, bind and oblige himſelf to the ſaid *N. T.* his executors, adminiſtrators and aſſigns, in the penalty of ten pounds firmly by theſe preſents. **In Witneſs**, &c.

## *An Aſſignment of a Leaſe and Demiſe of a Rectory by way of Mortgage.*

**THIS Indenture**, made, *&c.* **Between** *J. C.* of, *&c.* Clerk, and *S.* his wife, relict and adminiſtratrix of *S. T.* late, *&c.* Yeoman, deceaſed, on the one part, and *T. W.* of, *&c.* Clerk, on the other part. **Whereas** *E. K.* Widow, by indenture of leaſe bearing date on or about, *&c.* did demiſe to the ſaid *S. T.* in his life-time, **All that** capital meſſuage or farm called, *&c.* and the buildings and lands thereunto belonging, or therewith then or theretofore uſed or enjoyed, containing by eſtimation, *&c.* lying, *&c.* and then in the tenure of the ſaid *S. T.* or his aſſigns (except as in the ſaid indenture of leaſe is excepted) for the term of, *&c.* at the yearly rent of, *&c.* payable, *&c.* as by the ſaid recited indenture, relation being thereunto had, may more fully appear: **Now this Indenture witneſſeth**, that in conſideration of the ſum of, *&c.* of good, *&c.* to them the ſaid *J. C.* and *S.* his wife, or one of them, in hand paid by the ſaid *T. W.* at or before the ſealing or delivery hereof, the receipt whereof is hereby acknowledged, they the ſaid *J. C.* and *S.* his wife, **Have** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do grant, bargain, ſell, aſſign and ſet over unto the ſaid *T. W.* **The ſaid** recited indenture of leaſe, and the ſaid meſſuage or farm, and lands, and all other things therein or thereby demiſed, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term of years yet to come and unexpired, uſe, truſt, poſſeſſion, reverſion, property, claim and demand whatſoever of them the ſaid *J. C.* and *S.* his wife, of, in, to or out of the ſaid premiſes, every or any part or parcel thereof; **To have and to hold** all and ſingular the ſaid hereby aſſigned premiſes, with their appurtenances, unto the ſaid *T. W.* his executors, adminiſtrators and aſſigns, to his and their own uſe, from henceforth for and during all the reſt, reſidue and remainder of the ſaid term of, *&c.* by the ſaid recited indenture of leaſe granted, yet to come and unexpired; ſubject nevertheleſs to the proviſo herein after contained: **And this Indenture further witneſſeth**, that the ſaid *J. C.* for the conſiderations aforeſaid, doth hereby demiſe and leaſe to the ſaid *T. W.* **All that** the rectory of, *&c.* and the glebe lands and barn thereunto belonging; and alſo all and all manner of tithes, as well great as ſmall, and all compoſitions for the ſame, and all other the profits of the ſaid rectory, or to the ſame in any wiſe belonging or appertaining; **To have and to hold** all and ſingular the ſaid hereby demiſed premiſes, with their appurtenances, unto the ſaid *T. W.* his executors, adminiſtrators and aſſigns, from henceforth, for the term of, *&c.* now next following; **Yielding and paying** therefore to the ſaid *J. C.* the rent of one pepper-corn only at Michaelmas yearly, if the ſame ſhall be demanded; **Provided always**, and it is hereby declared and agreed, by and between all the ſaid parties to theſe preſents, that if the ſaid *J. C.* and *S.* his wife, their or either of their executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. W.* his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* of good, *&c.* with lawful intereſt for the ſame, on, *&c.* next enſuing the date of theſe preſents, without any deduction or abatement, for or in reſpect of any taxes, rates, charges or aſſeſſments, or otherwiſe howſoever; **Then** this preſent indenture, and the aſſignment and demiſe hereby made, and every thing herein contained, ſhall ceaſe, determine and be utterly void and of none effect: **And the ſaid** *J. C.* for himſelf, his heirs, exeeutors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *T. W.* his executors, adminiſtrators and aſſigns, in manner following, (that is to ſay) that he the ſaid *J. C.* his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. W.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* with lawful intereſt for the ſame, at the times herein above mentioned for payment thereof, without any deduction or abatement whatſoever as aforeſaid: **And** that if default ſhall happen to be made of or in payment of the ſaid ſum of, *&c.* or the intereſt thereof, or any part thereof, contrary to the true intent and meaning of theſe preſents, that then, or at any time afterwards, it ſhall and may be lawful to and for the ſaid *T. W.* his executors, adminiſtrators or aſſigns, to enter into all and ſingular the ſaid hereby aſſigned and demiſed premiſes, and the ſame from henceforth for and during all the reſt and reſidue of the ſaid terms of, *&c.* then to come and unexpired, peaceably and quietly to hold and enjoy, and the rents, iſſues, tithes and other profits to receive and take, without any lawful let, ſuit, trouble, denial, hinderance or interruption of or by the ſaid *J. C.* and *S.* his wife, their executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons whatſoever: **And** that they the ſaid *J. C.* and *S.* his wife, and all perſons lawfully having or claiming any eſtate or intereſt in the ſaid hereby aſſigned or demiſed premiſes, ſhall and will at any time or times after ſuch default, at the requeſt of the ſaid *T. W.* his executors, adminiſtrators or aſſigns, make, do, perform and execute all and every ſuch further and other acts and things, for the better and more perfect aſſuring and confirming of the ſaid premiſes reſpectively unto the ſaid *T. W.* his executors, adminiſtrators and aſſigns, for and during all the then reſt and reſidue of the ſaid reſpective terms of, *&c.* as by the ſaid *T. W.* his executors or adminiſtrators, or by his and their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required: **And laſtly**, it is agreed by and between the ſaid parties to theſe preſents, that until a breach of the ſaid proviſo ſhall happen, it ſhall and may be lawful to and for the ſaid *J. C.* and *S.* his wife, their executors, adminiſtrators and aſſigns, to receive and take the rents, iſſues and profits of the ſaid hereby aſſigned farm, called, *&c.* with the appurtenances, without any account to be made or rendered to the ſaid *T. W.* his executors, adminiſtrators or aſſigns, for or concerning the ſame;

Recital of the leaſe.

The premiſes.

Aſſignment of the ſaid leaſe.

The habendum.

Demiſe of the rectory.

The habendum.

The Reddendum.

Proviſo, this preſent indenture of aſſignment to be void on the payment of a ſum of money.

Covenant to pay the money.

And in default of payment the mortgagee to enter, and take the profits, &c.

Covenant to make farther aſſurance, &c.

Covenant, that until a breach of the proviſo, the mortgagors ſhall enjoy the farm, &c.

**But**

But that the ſaid *T. W.* his executors, adminiſtrators or aſſigns, ſhall, or lawfully may, (if he or they ſhall think fit) receive and take the ſaid hereby demiſed tithes, and all compoſitions made for the ſame, or any part thereof, and all other the profits of the ſaid rectory of, *&c.* for or towards the payment and ſatisfaction of the ſaid ſum of, *&c.* and ſuch intereſt as ſhall grow due for the ſame; And that in caſe the ſaid ſum of, *&c.* and intereſt, with ſuch coſts and charges as the ſaid *T. W.* his executors, adminiſtrators or aſſigns, ſhall be put to or expend in or about their receiving of the ſaid tithes, compoſitions or other profits, ſhall be thereby fully paid and ſatisfied before the ſaid, *&c.* next; Then theſe preſents ſhall from and immediately after ſuch payment and ſatisfaction become and be void and of none effect. In Witneſs, &c.

But the mortgagee to enjoy the rectory, tithes, &c. And when the mortgage money, &c. is paid this indenture to be void.

*(Wood.)*

*An Aſſignment by a Queen Conſort, and her Truſtees, of a Leaſehold-Houſe,* &c. *in Town. Letters Patent of the King relating to the ſame,* &c. *are recited.*

THIS Indenture, made the firſt day of June, in the ——— year, *&c.* and in the year of our Lord, 17— Between her moſt excellent Majeſty *C.* by the grace of God Queen of Great Britain, France and Ireland, *&c.* his ſaid Majeſty's moſt royal conſort, of the one part, and Sir *G. S.* of R. in the county of N. Baronet, of the other part. Whereas by indenture of leaſe, bearing date on or about the 10th day of July, 17—, and made, or mentioned to be made, between the Right Honourable *P.* then Earl of L. ſince deceaſed, and the Right Honourable *R.* Viſcount L. his then ſon and heir apparent, afterwards Earl of L. ſince alſo deceaſed, on the one part, and the Right Honourable *T.* Earl of A. of the other part, Reciting as therein is recited, and for the conſiderations therein mentioned, They the ſaid Earl of L. and *R.* Viſcount L. Did leaſe, ſet, and to farm let, unto the ſaid *T.* Earl of A. All that piece or parcel of ground, ſituate, lying or being in or near a certain place or field called L. field, and then late parcel of L. garden, and taken out of the ſame, and then lately lying and being in the pariſh of St. M. in the county of M. and then in the pariſh of St. A. within the liberty of W. containing in front from eaſt to weſt towards a ſquare there called L. S. forty-eight feet and ſix inches, or thereabouts, and in depth backwards from ſouth to north one hundred and ſixty-one feet, or thereabouts, whereof fifty-two feet runing northwards from the ſaid front is forty-eight feet ſix inches in breadth, and from thence eight feet and nine inches more north is fifty-ſix feet and nine inches in breadth, and from thence more north the whole depth of the ſaid ground is ninety-five feet and three inches in breadth, which ſaid piece or parcel of ground abuts ſouth upon L. S. aforeſaid, and north eaſt and weſt on other ground there of the ſaid Earl of L. and *R.* Viſcount L. or one of them. And alſo the great meſſuage or manſion-houſe, ſtables, coach-houſe, and all other edifices and buildings then erecting or erected, or to be erected or built upon the ſaid piece or parcel of ground thereby demiſed, or any part or parcel thereof, which ſaid meſſuage and premiſes were then in the tenure and poſſeſſion of the ſaid Earl of A. And all ways, paſſages, eaſements, profits, commodities, advantages and appurtenances whatſoever, to the ſaid piece or parcel of ground, meſſuage or tenement, buildings and premiſes belonging, or in any wiſe appertaining; which ſaid piece or parcel of ground thereby demiſed, or intended to be demiſed, and the houſe and buildings thereon, is more plainly deſcribed in the plot or model thereof to the ſame indenture of leaſe annexed; To hold unto the ſaid *T.* Earl of A. his executors, adminiſtrators and aſſigns, from Lady Day then laſt paſt, for the term of fifty-four years, at and under the yearly rent of twenty pounds payable half-yearly, as therein is mentioned, and under ſuch other covenants and agreements as therein are expreſſed; Which ſaid piece or parcel of ground, meſſuages, ſtables, coach-houſe, hereditaments and premiſes ſo leaſed, or mentioned to be leaſed as aforeſaid, did afterwards by divers good and ſufficient meſne aſſignments and conveyances in the law come to, and veſt in *H. P.* of ———, in the county of S. Eſquire, for the then reſidue of the ſaid term of fifty-four years therein, as in and by the ſaid recited indenture, and the meſne aſſignments thereof, relation being thereunto reſpectively had, may more fully appear. And whereas by one other indenture of leaſe tripartite, bearing date on or about the 26th day of March, 17—, and made or mentioned to be made between the Honourable *C. E.* of the pariſh of St. M. aforeſaid, Eſquire, and *C. O.* of the pariſh of St. A. in the liberty of W. Gentleman, of the firſt part, the Right Honourable *E.* Counteſs Dowager of L. and the Right Honourable *J.* Earl of L. the Honourable *T. S.* Eſquire, the Right Honourable Ladies *E.* and *K. S.* and the Honourable *J. S.* the then ſurviving children of the ſaid Counteſs by the ſaid *R.* then late Earl of L. her deceaſed huſband, of the ſecond part, and the ſaid *H. P.* of the third part, they the ſaid *C. E.* and *C. O.* (in purſuance of the truſt, and by virtue of the decree, and for the conſiderations therein mentioned,) Did leaſe, ſet, and to farm let, unto the ſaid *H. P.* The ſaid piece or parcel of ground, meſſuage, ſtables, coach-houſe, hereditaments and premiſes, in and by the ſaid firſt recited indenture leaſed, or mentioned ſo to be as aforeſaid, with the appurtenances; To hold unto the ſaid *H. P.* his executors, adminiſtrators and aſſigns, from the day next after the feaſt-day of the Annunciation of the bleſſed Virgin which ſhould be in the year of our Lord 17—, for the term of nine years and one quarter of a year at and under the yearly rent of twenty pounds for the firſt nine years of the ſaid term, payable quarterly, as therein is mentitned, aud at and under the rent of five pounds for the laſt quarter of the ſame term, payable as therein alſo is mentioned, as in and by the laſt recited indenture, relation being thereunto had, may appear. And whereas by indenture of aſſignment bearing date on or about the twenty-third day of May 17—, and made, or mentioned to be made, between the ſaid *H. P.* of the one part, and the Honourable *R. H.* of the Pariſh of St. *J.* within the Liberty of W. aforeſaid, Eſquire, (ſince deceaſed,) of the other part, Reciting to the effect as is herein before recited, And for and in conſideration of the ſum of ſix thouſand pounds of lawful money of Great Britain therein mentioned, to be paid to the ſaid *H. P.* by the ſaid *R. H.* He the ſaid *H. P.* Did aſſign and ſet over unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, the ſaid piece or parcel of ground, meſſuage, ſtables, coach-houſe, hereditaments and premiſes, in and by the ſaid recited indentures of leaſe demiſed, leaſed, or mentioned ſo to be as aforeſaid, with the appurtenances; To hold unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, during

The parties.

A leaſe recited,

whereby the ground, &c. were demiſed to a former leſſee.

General words.

Habendum.

Reddendum.

Meſne aſſignments, and

a ſubſequent leaſe of the ſame recited.

made to the aſſignee.

Habendum.

An aſſignment recited.

Habendum.

during the residue of the term of fifty-four years, and for and during the said term of nine years and one quarter of a year therein respectively as aforesaid, as by the said recited indenture of assignment, relation being thereunto had, may, among other things therein mentioned, more fully appear.

Another lease of the premises for a further term to the last named assignee, recited.

**And whereas** by one other indenture of lease, bearing date on or about the 26th day of June 17— and made, or mentioned to be made, between the said *J.* Earl of L. of the one part, and the said *R. H.* of the other part, **He** the said *J.* Earl of L. for the consideration of the sum of four hundred and twenty pounds of lawful money of Great Britain therein mentioned to be to him paid by the said *R. H.* as a fine or income; **And** in pursuance, and by virtue of the powers and authorities therein mentioned, did demise and lease unto the said *R. H.* his executors, administrators and assigns, the said piece or parcel of ground, messuage, stables, coach-house, hereditaments and premises, in and by the said two first recited indentures of lease demised, or leased, or mentioned or intended so to be as aforesaid, with the appurtenances;

Habendum.

**To hold** unto the said *R. H.* his executors, administrators and assigns, from the feast-day of the Nativity of St. John the Baptist, which will be in the year of our Lord 17—, when the said former lease thereof granted by the said *C. E.* and *C. O.* as aforesaid will expire, for the term of twenty-two years, at and under the yearly rent of twenty pounds, payable quarterly as therein is mentioned, and under such other covenants, clauses and agreements as are therein expressed, as by the said last recited indenture of lease, relation being thereunto had, may fully appear.

and that the last named assignee was only a trustee for the king when he was Prince of Wales.

**And whereas** the said *R. H.* was only a trustee for his said Majesty when Prince of Wales, and accordingly his name was made use of in trust only for his said Majesty's benefit and behoof, in the said two last recited indentures, and the said two several sums of six thousand pounds, and four hundred and twenty pounds abovementioned, to be paid by the said *R. H.* as aforesaid, were the proper monies of his said Majesty, and no part thereof the monies of the said *R. H.* as by certain declarations of trust under the hand of the said *R. H.* may appear.

and that the executors of the last named assignee

**And whereas** the legal estate and interest of and in the premises did upon the death of the said *R. H.* devolve upon his executors herein after named; **And whereas** by indenture of assignment, bearing date on or about the 15th day of October 17—, and made, or mentioned to be made between Sir *R. H.* Baronet, *S. H.* Esquire, and *T. H.* Esquire, executors of the last will and testament of the said *R. H.* of the one part, and her said most excellent Majesty Queen *C.* of the other part, reciting in part to the effect as is herein before recited; **And** for and in consideration of the sum of five shillings a-piece of lawful money of Great Britain therein mentioned to be paid to the said Sir *R. H.* Baronet, *S. H.* Esquire, and *T. H.* Esquire, **They** the said Sir *R. H. S. H.* and *T. H.* **Did** bargain, sell, assign and set over unto her said Majesty Queen *C.* her executors, administrators and assigns, **The said** piece or parcel of ground, **And all** messuages, tenements and buildings thereon erected, **And all** and singular the aforementioned to be leased premises, with their appurtenances; **And also** all the estate, right, title, interest, term and terms of years, property, trust, claim and demand whatsoever of them the said Sir *R. H. S. H.* and *T. H.* of, in, or to the said premises; **To hold** unto her said Majesty, her executors, administrators and assigns, from thenceforth, for and during all the then residue and remainder of the term of fifty-four years, and during the said term of nine years and one quarter of a year, and twenty-two years therein respectively as aforesaid.

assigned to the Queen.

Letters patent of the King recited.

**And whereas** by letters patent under the Great Seal of Great Britain, bearing date the 18th day of February last past before the date hereof, reciting to the effect as is herein before recited, and that the said assignment to her said Majesty was made by his said Majesty's direction and appointment, although such direction and appointment were not mentioned in the said recited indenture, nor were they signified by any instrument under his said Majesty's Great Seal of Great Britain, or any other of his seals, his said Majesty, for the considerations and purposes in such letters patent mentioned, did ratify and confirm the said last mentioned indenture, and all and every clause, matter and thing therein contained; **And further**, his said Majesty **Did** for himself, his heirs, successors, executors and administrators, give, grant, release and confirm unto her said Majesty, **The said** piece or parcel of ground, **And all** messuages, tenements and buildings thereon erected, **And all** and singular the premises before mentioned to be demised and assigned, with all and every their appurtenances, **And all** his Majesty's said estate, right, title, interest, term and terms of years, property, trust, claim and demand whatsoever, in law or equity, of, in, or to the same; **To hold** the premises to her said Majesty, her executors, administrators and assigns, during the said three several terms therein respectively as aforesaid, subject to the rents and covenants relating to or concerning the same premises, as in and by the said recited letters patent, reference being thereunto had, may more fully appear.

confirming the last mentioned assignment.

The agreement for the present purchase recited.

**And whereas** her said Majesty hath agreed with the said Sir *G. S.* for the absolute sale to him of all the said piece or parcel of ground, messuage or tenement, hereditaments and premises, **And** of all her estate and interest therein, during the said three several terms for years therein, for the sum or price of three thousand six hundred and sixty-six pounds of lawful money of Great Britain.

The consideration paid to the Queen's treasurer.

**Now this Indenture witnesseth**, that for and in consideration of the sum of three thousand six hundred and sixty-six pounds of lawful money of Great Britain into the hands or receipt of the Honourable Sir *W. S.* Baronet, Treasurer and Receiver General to her said Majesty, by her said Majesty's special direction, (testified by her executing these presents,) and for the proper use of her said Majesty, paid by the said Sir *G. S.* at and before the sealing and delivery of these presents, the receipt whereof her said Majesty doth hereby acknowledge, and thereof and of every part thereof, doth acquit, release and discharge the said Sir *G. S.* his heirs, executors, administrators and assigns, and every of them for ever, by

The assignment.

these presents, **She**, her said most excellent Majesty the Queen, **Hath** granted, bargained, assigned and set over, **And** by these presents **Doth** grant, bargain, assign and set over unto the said Sir *G. S.* his

Premises.

executors, administrators and assigns, **The said** piece or parcel of ground, messuage or tenement, stable, coach-house, edifices, erections, buildings, hereditaments, and all and singular other the premises, with their and every of their appurtenances, in and by the said recited indentures of lease and assignment, or any of them, leased or demised and assigned, or mentioned or intended so to be as aforesaid, **And all** the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of her said Majesty, of, in, to or out of the same premises, or any part thereof, by virtue of the said indentures of lease and assignment, or any of them, or otherwise howsoever, together with the same indentures;

Habendum to the assignee, his executors, &c.

**To have and to hold** the said piece or parcel of ground, messuage or tenement, coach-house, edifices, erections, buildings, hereditaments, **And all** and singular other the premises hereby, or mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said

ſaid Sir *G. S.* his executors, adminiſtrators and aſſigns, for and during all the reſt, reſidue and remainder yet to come and unexpired of the ſaid term of fifty-four years, and for and during the ſaid two ſeveral terms of nine years and one quarter of a year, and twenty-two years therein reſpectively as aforeſaid, **Subject nevertheleſs** to the rents, covenants and agreements in the ſaid three ſeveral recited indentures of leaſe reſerved, and which from henceforth on the tenant's or leſſee's part of the premiſes, are or ought to be paid, done and performed; **And her ſaid** Majeſty the Queen doth hereby for herſelf, her heirs, executors and aſſigns, covenant, grant and agree, to and with the ſaid Sir *G. S.* his executors, adminiſtrators and aſſigns, that it ſhall and may be lawful to and for him the ſaid Sir *G. S.* his executors, adminiſtrators and aſſigns, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid piece or parcel of ground, meſſuage or tenement, hereditaments and premiſes hereby, or mentioned or intended to be hereby aſſigned, and to receive and take the rents and profits thereof, and of every part thereof, to and for his or their own uſe and benefit (ſubject as aforeſaid) for and during all the ſaid three ſeveral terms of fifty-four years, nine years and one quarter of a year, and twenty-two years therein reſpectively as aforeſaid, without the lawful let, ſuit, trouble, denial, eviction, or interruption, of or by her ſaid Majeſty the Queen, or of or by his ſaid Majeſty the King, or either of them, their or either of their heirs, executors, adminiſtrators, ſucceſſors or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim any eſtate, right, title, truſt or intereſt, of, in, to or out of the ſame premiſes, or any part thereof, from, by or under, or in truſt for them, either or any of them; **And that** free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by her ſaid Majeſty, her executors and adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales and aſſignments, rents, arrears of rent, forfeitures, re-entries, cauſe or cauſes of forfeiture or re-entry, and of, from and againſt all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made or done, or to be had, made or done by her ſaid Majeſty the Queen, or his ſaid Majeſty the King, or either of them, their or either of their heirs, executors or adminiſtrators, ſucceſſors or aſſigns, or by any other perſon or perſons lawfully claiming or to claim, from, by or under, or in truſt for them, either or any of them. **And the ſaid** Sir *G. S.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with her ſaid Majeſty, her executors and adminiſtrators, that he the ſaid Sir *G. S.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will during the ſaid three ſeveral terms for years hereby aſſigned well and truly pay and perform, or cauſe to be paid and performed, the rents, reſervations and covenants in the ſaid three ſeveral recited indentures of leaſe reſerved and contained, and which from henceforth on the tenants or leſſees part of the premiſes are or ought to be paid, done and performed according to the true intent and meaning thereof; and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified her ſaid Majeſty, her executors and adminiſtrators, and every of them, for ever by theſe preſents. **In Witneſs**, &c.

*(Wood.)*

Her Majeſty covenants for quiet enjoyment.

free from incumbrances.

The aſſignee covenants to pay rents and perform covenants.

*A Deed whereby three Mortgagees aſſign, ſurrender up and releaſe to the Mortgagor two new Meſſuages, &c. compriſed in their three ſeveral Mortgages, to the Intent that the Mortgagor might diſpoſe thereof, the other mortgaged Premiſes being an ample Security.*

**THIS Indenture Quadripartite**, made, *&c.* **Between** *J. S.* of, *&c.* of the firſt part, *J. R.* of, *&c.* of the ſecond part, *J. H.* of, *&c.* of the third part, *(the three mortgagees)* and *M. R.* of, *&c.* Eſquire, of the fourth part, *(the mortgagors.)* **Whereas** by an indenture of demiſe by way of mortgage, bearing date on or about the 4th day of June, *&c.* and made, *&c.* between the ſaid *M. R.* of the one part, and the ſaid *J. S.* of the other part, the ſaid *M. R.* (in conſideration of the ſum of two hundred pounds of, *&c.* to him paid by the ſaid *J. S.* as therein mentioned) **Did** grant, ſell and demiſe unto the ſaid *J. S.* **All that**, *&c. To hold* unto the ſaid *J. S* his executors, *&c.* from the day next before the day of the date of the ſame indenture, for and during and unto the full end and term of one thouſand years from thence next enſuing, and fully to be complete and ended, without impeachment of waſte, **At** and under the yearly rent of a pepper-corn; **Subject** *nevertheleſs* to a proviſo or condition in the ſame indenture contained for making void thereof on payment of the ſaid ſum of two hundred pounds and intereſt at the place, on the ſeveral days in ſuch manner as therein mentioned: **And whereas** the ſaid *J. S.* did afterwards advance and lend unto the ſaid *M. R.* the further ſum of three hundred pounds of like money, and he the ſaid *M. R.* in conſideration thereof, and for ſecuring thereof with intereſt, did by his deed poll bearing date on or about the 19th of Auguſt, *&c.* and written upon the back of the ſaid recited indenture of demiſe, charge the ſaid mortgaged premiſes as well with payment of the ſaid ſum of three hundred pounds and intereſt, as alſo of the before mentioned ſum of two hundred pounds and intereſt, in ſuch manner as in the ſaid deed poll is mentioned: **And whereas** by one other indenture of demiſe by way of mortgage, bearing date, *&c.* and made, *&c.* between the ſaid *M. R.* of the one part, and the ſaid *J. R.* of the other part, the ſaid *M. R.* (in conſideration of the ſum of two hundred pounds, of, *&c.* to him paid by the ſaid *J. R.* as therein mentioned) *Did* likewiſe demiſe, grant and ſell unto the ſaid *J. R.* **The** ſaid piece, *&c.* **To hold** to the ſaid *J. R.* his executors, *&c.* from the day next before the date of the ſame indenture, for and during the term of one thouſand years, without impeachment of waſte, and fully to be complete and ended, at and under the yearly rent of one pepper-corn; *Subject nevertheleſs* to a proviſo or condition in the ſame indenture contained for making void thereof on payment of the ſame ſum of two hundred pounds and intereſt, at the place, on the ſeveral days and in manner as therein alſo mentioned: **And whereas** by one other indenture of demiſe by way of mortgage, bearing date, *&c.* and made, *&c.* between the ſaid *M. R.* of the one part, and the ſaid *J. H.* of the other part, the ſaid *M. R.* (in conſideration of the ſum of three hundred pounds, paid to him by the ſaid *J. H. &c.* (*as above to Mr.* R.) as by the ſaid three ſeveral in part recited indentures and deed poll, relation being to them reſpectively had, more fully may appear: **And whereas** the ſaid ſeveral principal ſums of two hundred pounds and three hundred pounds, ſo ſecured

Recitals of firſt mortgage to Mr. S. for 200l. and intereſt.

As to his further ſecurity by indorſement for 300l. and intereſt.

As to the ſecond mortgage to Mr H. for 200l. and intereſt.

As to the third mortgage to Mr. H. for 300l. and intereſt.

As to the three principal ſums, and ſome inte-

reſt being now due.

to the ſaid *J. S.* and alſo the ſaid ſum of two hundred pounds ſo ſecured to the ſaid *J. R.* and likewiſe the ſaid ſum of three hundred pounds, ſo ſecured to the ſaid *J. H.* in manner as aforeſaid, have not been paid, and the ſame ſeveral ſums are now due and owing unto them the ſaid *J. S. J. R.* and *J. H.* reſpectively, together with ſome intereſt for each of the ſaid ſeveral and reſpective ſums of money, and all and ſingular the ſeveral meſſuages or tenements, hereditaments and premiſes herein before mentioned, and in the ſaid ſeveral recited indentures compriſed, remain and continue as ſecurity for, and charged and chargeable with the payment of the ſame ſeveral and reſpective principal ſums of money and intereſt for the ſame: **And whereas** the ſaid *M. R.* hath lately erected and built two new brick meſſuages or tenements on the two ſeveral tofts, pieces or parcels of ground herein after mentioned and deſcribed, (being part of the premiſes in the ſaid ſeveral recited indentures of demiſe compriſed) whereon formerly ſtood two old meſſuages or tenements; **And** the ſaid *M. R.* hath requeſted them the ſaid *J. S. J. R.* and *J. H.* that they would reſpectively aſſign, ſurrender up and releaſe unto him the ſaid *M. R.* the ſaid two tofts, pieces or parcels of ground, and the ſaid two brick meſſuages or tenements thereupon erected and new built as aforeſaid, to the intent that he the ſaid *M. R.* and his heirs may hold and enjoy the ſame, or diſpoſe or do therewith as he or they ſhall think fitting: **And** in regard the reſidues of the ſaid meſſuages or tenements, hereditaments and premiſes in the ſaid ſeveral recited indentures of demiſe compriſed, are and will be and remain a very ample and ſufficient ſecurity unto them the ſaid *J. S. J. R.* and *J. H.* for the payment of the ſaid ſeveral principal ſums of money herein before mentioned to be to them reſpectively due and owing as aforeſaid, with intereſt for the ſaid ſeveral and reſpective ſums of money, to which requeſt of the ſaid *M. R.* they the ſaid *J. S. J. R.* and *J. H.* have reſpectively conſented and agreed: **Now this Indenture witneſſeth**, that they the ſaid *J. S. J R.* and *J. H.* (in purſuance of their ſaid agreement, and at the ſpecial inſtance and requeſt of the ſaid *M. R.* and for and in conſideration of the ſum of five ſhillings a-piece of, *&c.* to each of them reſpectively paid by the ſaid *M. R.* at, *&c.* the receipt, *&c.*) **have**, and each and every of them **hath** aſſigned, ſurrendered and yielded up, remiſed, releaſed, and for ever quit-claimed, and by theſe preſents **do**, and each and every of them **doth**, *&c.* unto the ſaid *M. R.* his heirs, executors, adminiſtrators and aſſigns, **All thoſe** the ſaid two new brick meſſuages or tenements, ſituate, *&c.* **And all** thoſe the ſaid two ſeveral tofts, pieces or parcels of ground whereon the ſaid two new brick meſſuages are erected, built and now ſtanding; **Together** with all ways, *&c.* which ſaid two new meſſuages, or tenements and premiſes, are now in the tenure and occupation of, *&c.* and the reverſion, *&c.* of the ſaid two new meſſuages, *&c.* **And** all the eſtate, right, title, intereſt, term and terms of years to come and unexpired, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *J. S. J. R.* and *J. H.* any or either of them, of, in and to the ſaid two new brick meſſuages or tenements, tofts, pieces or parcels of ground and premiſes, and every part and parcel of them, or either of them, by virtue of the ſaid ſeveral herein before recited indentures of demiſe and deed poll, or any or either of them, or otherwiſe howſoever: **To have and to hold** the ſaid two new brick meſſuages or tenements, and the ſaid two ſeveral tofts, pieces or parcels of ground and premiſes herein before mentioned, and hereby intended to be aſſigned, ſurrendered and yielded up, remiſed, releaſed and for ever quit-claimed, with their and every of their appurtenances, unto the ſaid *M. R.* his heirs, executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the ſaid ſeveral terms of one thouſand years, one thouſand years, and one thouſand years, in the ſaid ſeveral herein before recited indentures of demiſe or mortgage mentioned, and thereby reſpectively granted, now to come and unexpired, in as full, large, ample and beneficial a manner and form to all intents and purpoſes whatſoever, as they the ſaid *J. S. J. R.* and *J. H.* any or either of them, their, any or either of their executors, adminiſtrators or aſſigns, might, could, or of right ought to have held and enjoyed the ſame, by force and virtue of the ſaid ſeveral herein before recited indentures of demiſe, or of mortgage or deed poll to them reſpectively made as aforeſaid, if this preſent indenture had not been made, diſcharged of the ſaid ſeveral proviſoes or conditions in the ſame indentures of demiſe or mortgage reſpectively contained for redemption of the ſaid two new built brick meſſuages or tenements, tofts, pieces or parcels of ground and premiſes, and of all right, title and equity of redemption whatſoever and howſoever in and to the ſame. **Provided always**, and the true intent and meaning of theſe preſents, and of all the parties hereunto, is, and is hereby ſo to be, that theſe preſents, or any thing herein contained, ſhall not be deemed, conſtrued or taken to releaſe or diſcharge any more or other part or parts of the ſaid piece or parcel of ground, meſſuages or tenements, hereditaments and premiſes in the ſaid ſeveral herein before recited indentures of demiſe or mortgage reſpectively compriſed, and thereby reſpectively demiſed and granted to them the ſaid *J. S. J. R.* and *J. H.* for the ſaid ſeveral terms of one thouſand years, one thouſand years, and one thouſand years as aforeſaid, (other than and except the ſaid two new built brick meſſuages or tenements, and the ſaid two ſeveral tofts, pieces or parcels of ground and premiſes herein before mentioned, and hereby intended to be aſſigned, ſurrendered and yielded up, remiſed, releaſed, and for ever quit-claimed, or hereby meant and intended ſo to be;) but all and every the reſt and reſidue of the ſaid piece or parcels of ground, meſſuages, tenements, hereditaments and premiſes in the ſaid herein before recited indentures of demiſe or mortgage compriſed, and thereby reſpectively demiſed and granted unto them the ſaid *J. S. J. R.* and *J. H.* their ſeveral executors, adminiſtrators and aſſigns, for the ſaid ſeveral terms of one thouſand years, one thouſand years, and one thouſand years as aforeſaid, ſhall from henceforth ſtand, remain, continue and be unto them the ſaid *J. S. J. R.* and *J. H.* reſpectively, their ſeveral and reſpective executors, adminiſtrators and aſſigns, as ſecurity for and charged and chargeable with the payment of the ſaid ſeveral principal ſums of two hundred pounds, and three hundred pounds, and two hundred pounds, and three hundred pounds, in the ſaid ſeveral recited indentures of demiſe or mortgage, and deed poll of indorſement mentioned, and with all ſuch intereſt as now is or hereafter ſhall accrue and grow due for the ſaid ſeveral principal ſums of money, unto them the ſaid *J. S. J. R.* and *J. H.* reſpectively, their reſpective executors, adminiſtrators and aſſigns, **And the ſaid** *J. S.* for himſelf, *&c.* doth covenant, *&c.* that he the ſaid *J. S.* hath not, *&c.* made, done or committed, or wittingly or willingly ſuffered any act, *&c.* wherewith or whereby the ſaid two new built meſſuages or tenements, two ſeveral tofts, pieces or parcels of ground and premiſes herein before mentioned, and hereby intended to be aſſigned,

And that all the premiſes reſpectively demiſed now remain charged with payment thereof.

As to the mortgagor's having new built two meſſuages on part of the premiſes and of his requeſt to mortgagees to ſurrender up and releaſe the ſame to him, to diſpoſe of as he ſhould think fit; and that they, in regard the reſidue of the premiſes being an ample ſecurity, have conſented and agreed thereto.

Conſiderations, whereby mortgagees, at requeſt of mortgagor, and for 5s. by him to them paid, ſurrender up, remiſe and releaſe to mortgagor the ſaid two new meſſuages, tofts, &c.

Reverſion, Eſtate, &c.

Habendum to mortgagor, for reſidue of ſaid ſeveral terms of, &c. in as large manner, &c. diſcharged of conditions of redemption as to the hereby releaſed two new meſſuages, &c.

A proviſo that nothing herein contained ſhall be conſtrued to releaſe any more or other part of mortgaged premiſes than only the ſaid two new meſſuages, &c.

Covenant from Mr. S. that he has done no act to incumber.

aſſigned and yielded up, remiſed, releaſed, and for ever quit-claimed, or any part thereof, is, are, ſhall or may be in any wiſe impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. (*The like reſpective covenants from Mr.* R. *and Mr.* H.) **In Witneſs**, &c.

(Drawn by Mr. *Pigott.*)

*Aſſignment of an Executorſhip by an Executor to the Heir, and an Indemnity by the Heir to the Executor by way of Mortgage.*

**THIS Indenture**, made the 16th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** the Right Honourable *J.* Earl of C. ſon and heir of the Right Honourable *G.* late Earl of C. deceaſed, and reſiduary legatee of his laſt will and teſtament, of the one part, and *J. W.* of C. Eſquire, ſole executor of the laſt will and teſtament, of the other part. **Whereas** by indentures of leaſe and releaſe, bearing date the firſt and ſecond days of May, *&c.* made or mentioned to be made between the ſaid late Earl of the one part, and Sir *W. L.* then of, *&c.* Baronet, and *W. S.* then of L. Eſquire, of the other part, the ſaid late Earl *Did*, for the conſiderations therein mentioned, grant and convey **all** meſſuages, *&c.* then of him the ſaid late Earl, ſituate, *&c.* with their and every of their appurtenances, and all that the moiety of the manor or lordſhip of C. with all lands, *&c.* to the ſaid Sir *W. L.* and *W. S.* and their, *&c.* among other uſes, to the uſe and intent that the Right Honourable the Lady *K.* ſiſter of the ſaid late Earl and her aſſigns, ſhould have and receive yearly, during her life, out of the ſaid lands and hereditaments, one annual rent of two hundred pounds of, *&c.* payable half-yearly, *&c.* as is therein mentioned; the firſt payment, *&c. Subject nevertheleſs* to a certain proviſo therein contained in theſe words, or to the effect aforeſaid, that is to ſay, **Provided always nevertheleſs**, and it is the true intent and meaning of theſe preſents, that ſo much of the ſaid yearly rent of two hundred pounds, as the Right Honourable *E.* then Counteſs Dowager of C. ſhould under her hand declare not to be needful to be paid to the ſaid Lady *K.* for her maintenance or occaſions, during the life-time of the ſaid Counteſs Dowager, ſhould not be paid or payable, but ſhould ceaſe as by, *&c.* relation, *&c.* **And whereas** the ſaid Counteſs Dowager did not make any declaration under her hand concerning the premiſes; **And whereas** great part of the ſaid annual rent of two hundred pounds hath not been paid unto the ſaid Lady *K.* but the ſame ſtill remains unpaid: **And whereas** the ſaid *G.* late Earl of C. did by his laſt will and teſtament in writing, ſigned, *&c.* by him the, *&c.* give and bequeath ſeveral legacies, and did thereby appoint the ſaid *J. W.* his executor, to ſee his ſaid will performed: **And whereas** the ſaid *J. W.* hath by and with the privity, direction and conſent of the ſaid *J.* Earl of C. paid and diſcharged the funeral expences of the ſaid *G.* late Earl of C. and divers of the debts and legacies of the ſaid late Earl, which are mentioned and expreſſed in the ſchedule hereunto annexed: **And whereas** the ſaid *J. W.* hath at the requeſt of the ſaid *J.* Earl of C. delivered to him the ſaid *J.* Earl of C. all and every the acquittances and diſcharges which were made and given to him the ſaid *J. W.* for the ſeveral ſums of money by him ſo paid, and which are mentioned in the ſame ſchedule, the receipt of which ſaid ſeveral acquittances and diſcharges the ſaid *J.* Earl of C. doth hereby acknowledge: **And whereas** it hath been agreed between the ſaid *J.* Earl of C. and the ſaid *J. W.* that the ſaid *J.* Earl of C. ſhall from henceforth take upon him the performance and payment of all ſuch things and ſums of money as yet remain performable and payable by force of the ſaid laſt will; and that in conſideration thereof the ſaid *J. W.* ſhall reſign or aſſign in ſuch manner as is herein after for that purpoſe expreſſed, unto the ſaid *J.* Earl of C. *All* ſuch goods and chattels, rights and credits, and other things as the ſaid *J. W.* hath or is intitled unto as executor of the ſame will, and which remain unadminiſtered by him: **And whereas** the ſaid *J.* Earl of C. hath agreed to make ſuch leaſe and demiſe of and for the term of five hundred years, as is herein after mentioned to be by him hereby made, to the end and intent thereby to indemnify and ſave harmleſs the ſaid *J. W.* his, *&c.* and his, their and every of their lands, tenements, goods and chattels, of and from all arrears of the ſaid yearly rent of two hundred pounds, and of and from all and every the ſum and ſums of money mentioned or expreſſed in the ſaid ſchedule, and of and from all actions, ſuits, coſts, loſſes, charges, expences and troubles, which can, ſhall or may ariſe or happen by means or occaſion of the premiſes, and alſo of and from all actions, ſuits, coſts, loſſes, expences and trouble, which can, ſhall or may at any time hereafter ariſe or happen by means of the ſaid *J. W.* being executor of the ſaid laſt will, or by means or occaſion of the ſaid *J. W.*'s aſſignment hereby made: **Now this Indenture witneſſeth**, that in performance of the ſaid recited mutual agreement, **He** the ſaid *J. W.* **Hath** bargained and ſold, aſſigned, transferred and ſet over, and by, *&c.* **Doth**, *&c.* unto the ſaid *J.* Earl of C. his, *&c.* **All** goods, leaſes and chattels, both real and perſonal, and all debts and ſecurities for debts and other things, which the ſaid *J. W.* hath or is intitled unto as executor of the laſt will and teſtament unadminiſtered by him, and all benefit thereof or thereby to be had, the receipt of all which ſecurities, leaſes, goods and chattels, the ſaid *J.* Earl of C. doth hereby acknowledge; **And** the ſaid *J. W.* doth hereby give unto the ſaid *J.* Earl of C. during his life, and after his deceaſe unto his executors, *&c.* full and lawful power and authority in the name of the ſaid *J. W.* and his executors, at the coſts and charges of the ſaid *J.* Earl of C. his, *&c.* but to and for their own uſe and benefit, to demand, receive, ſue for, recover and levy all debts, ſums of money and duties which do or ſhall belong unto the ſaid *J. W.* as executor of the ſaid laſt will and teſtament; **And the ſaid** *J. W.* for himſelf, his, *&c.* doth covenant with the ſaid *J.* Earl of C. that he the ſaid *J. W.* and his executors, ſhall and will from time to time and at all times hereafter, as occaſion ſhall be, at the reaſonable requeſt and coſts and charges of the ſaid *J.* Earl of C. his, *&c.* do any further and reaſonable act and acts, for the further and better aſſigning to him or them the ſaid goods, leaſes, chattels and other the premiſes mentioned to be hereby aſſigned, and alſo for the further or better impowering or enabling the ſaid *J.* Earl of C. his, *&c.* in the name of the ſaid *J. W.* or his executors, to demand, receive, ſue for, recover and levy ſuch debts, ſums of money, duties and other the ſame premiſes, as by the ſaid *J.* Earl of C. his, *&c.* or any of them, or his, their or any of their counſel ſhall be reaſonably deviſed, ſo as for the doing thereof no perſon ſhall be required to go from the place of his or her then abode or dwelling; **And** the ſaid *J.* Earl of C. doth hereby acknowledge and declare that all the ſaid *J. W.* hath done or

Parties.

Recital of leaſe and releaſe, whereby lands were conveyed to uſes, (int' al') to the Lady K. 200l. per ann. if needful, for her maintenance;

great part thereof unpaid.

Late Earl of C.'s will, J. W. his executor, who has paid funeral expences and ſeveral debts and legacies, and has delivered to the preſent Earl of C. all acquittances taken for the ſame.

The ſaid Earl agrees to accept the executorſhip for the future, which the executor agrees to aſſign.

The Earl agrees to make a leaſe for a term of years to indemnify the executor.

J. W. aſſigns all the perſonal eſtate of the teſtator in his hands as executor and heir at law.

Power to ſue in the executor's name.

Covenant for further aſſurance and further enabling to ſue in the executor's name

Declaration that matters

done by the executors were done with the privity of the heir at law. Covenant that the heir will perform the executorſhip, and indemnify the executors.

or acted in relation to the execution and performance of the laſt will and teſtament of the ſaid *G.* late Earl of C. and mentioned in the ſaid ſchedule hereto annexed, hath been with the privity, conſent, direction and approbation of the ſaid *J.* Earl of C. **Now this Indenture further witneſſeth**, that in conſideration thereof, and of the aſſignment hereby before made unto him the ſaid *J.* Earl of C. as aforeſaid, and of the ſaid *J. W.*'s delivering up to the ſaid *J.* Earl of C. all the releaſes, acquittances, receipts and diſcharges which he the ſaid *J. W.* hath taken for the funeral expences, debts and legacies which he hath paid as executor, as aforeſaid, and alſo of his delivery of the probate of the ſaid will, under the ſeal of the Prerogative Court of Canterbury to the ſaid *J.* Earl of C. and in purſuance and part of performance of the ſaid agreement on the part of the ſaid *J.* Earl of C. and other conſiderations him thereunto moving, he the ſaid *J.* Earl of C. for himſelf, his, *&c.* **hath** granted, covenanted and agreed, and by theſe preſents **doth** grant, *&c.* to and with the ſaid *J. W.* his, *&c.* that he the ſaid *J.* Earl of C. his, *&c.* or ſome of them, ſhall and will, by and out of the premiſes hereby aſſigned, make, do, ſatisfy, pay and perform all payments and things whatſoever, which by the ſaid laſt will and teſtament ought before the date hereof to have been made, done, paid, ſatisfied or performed, and were not, and alſo which after the date hereof ought to be made, done, *&c.* ſo fully as the premiſes hereby aſſigned will extend; **And alſo** ſhall and will from time, *&c.* ſave and keep harmleſs and indemnify the ſaid *J. W.* his, *&c.* and every of them, and his and their lands and tenements, goods and chattels, of, from and againſt all damage, coſts or expences which ſhall happen to come to him, them or any of them, or which he, they or any of them ſhall expend or be put to, for or by reaſon of any default or failure of or in the performance of the ſaid laſt will and teſtament, or of any thing therein contained or relating thereunto, either before or after the date of theſe preſents, or of any default or failure of or in doing or omitting to do any thing which the executors thereof ought to have done or not to have omitted, or which he hereafter ought to do and not omit, and alſo for or by reaſon of the ſaid *J. W.*'s making or executing of theſe preſents, except ſuch damage as ſhall or may happen to him or them by reaſon of the breach of the expreſs covenants on the part of the ſaid *J. W.* herein contained to be performed.

Covenant that the executor has not, nor will releaſe, &c. That the heir will procure duplicates of all diſcharges for debts for the executor.

**And the ſaid** *J. W.* for himſelf, his, *&c.* doth hereby covenant and agree to and with the ſaid *J.* Earl of C. his, *&c.* that he the ſaid *J. W.* had not at any time heretofore releaſed or diſcharged; **And further** that he the ſaid *J. W.* or his, *&c.* ſhall not, nor will at any time hereafter releaſe or diſcharge without the conſent of the ſaid *J.* Earl of C. all or any of the premiſes. **And the ſaid** *J.* Earl of C. for himſelf, his executors and adminiſtrators, doth covenant and agree to and with the ſaid *J. W.* his, *&c.* that he the ſaid *J.* Earl of C. his, *&c.* ſhall and will procure and obtain ſufficient diſcharges for all ſuch debts and legacies, as he or they ſhall hereafter ſatisfy or pay in performance of the ſaid laſt will, and ſhall and will procure duplicates of the ſaid diſcharges duly executed by the parties giving the ſame, and then ſhall and will deliver and give the ſaid duplicates ſo executed to the ſaid *J. W.* his, *&c.*

Mortgage by the heir to indemnify the executor.

**And this Indenture yet further witneſſeth**, that in conſideration of the premiſes, and for the ſecuring the performance of all and every the covenants and agreements herein before contained or mentioned on the part of the ſaid *J.* Earl of C. his, *&c.* to be performed, and for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *J.* Earl of C. in hand, *&c.* he the ſaid *J.* Earl of C. **hath** granted, bargained and ſold, and by theſe preſents **doth** grant, *&c.* **All that** the manor of, *&c.* and all and every the meſſuages, *&c.* whatſoever of him the ſaid *J.* Earl of C. ſituate, *&c.* or any of them in the ſaid county of D. (**Except** only, *&c.*) and the reverſion, *&c.* **To have and to hold** the ſame manors, *&c.* unto the ſaid *J. W.* his, *&c.* from henceforth, for and during, and unto the full end and term of five hundred years fully to be complete and ended, without impeachment of or for any manner of waſte, **Under and Subject** to the ſaid proviſoes and agreements as are herein mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, **Provided always**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that if the ſaid *J.* Earl of C. his, *&c.* ſhall and do well and truly perform and fulfil all and every the covenants and agreements herein contained, which on his and their part are and ought to be done and performed according to the true intent and meaning of theſe preſents, and of the ſaid recited mutual agreement, then the ſaid term of five hundred years and in the ſaid hereditaments and premiſes mentioned or intended to be hereby leaſed, ſhall at the end of ſeven years next enſuing the deceaſe of the ſaid Lady *K.* ceaſe, determine and be utterly void to all intents and purpoſes; any thing, *&c.* notwithſtanding. **Provided alſo**, and it is hereby agreed, that in the mean time and until the ſaid Earl of C. his, *&c.* ſhall make default in the performance of the covenants and agreements herein contained or recited, which on his and their part ought to be done and performed, by means or occaſion whereof the ſaid *J. W.* his, *&c.* or ſome of them, ſhall ſuſtain ſome damage or be put unto ſome trouble, ſuit, charge or expence, it ſhall and may be lawful to and for the ſaid *J.* Earl of C. his, *&c.* peaceably and quietly to have, hold and enjoy the ſaid manors, *&c.* mentioned to be hereby leaſed, and to receive and take the rents, *&c.* and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, *&c.* of or by the ſaid *J. W.* his, *&c.* or of any of them, or of or by any other perſon or perſons lawfully claiming or to claim, from, by or under them or any of them. *(A covenant from the Earl of* C. *that he is ſeiſed in fee of the premiſes hereby leaſed, and that he hath power to leaſe the ſame:)* **And further**, that the ſame manor, *&c.* mentioned to be hereby leaſed, and every of them, and every part and parcel thereof, ſhall, or lawfully may, from time to time and at all times from and after default ſhall be made by the ſaid *J.* Earl of C. his, *&c.* of and in performance of the covenants and agreements herein contained and recited on the part of the ſaid *J.* Earl of C. his, *&c.* to be done and performed, remain, continue and be unto the ſaid *J. W.* his, *&c.* and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid term of five hundred years, without impeachment of waſte, without lawful let, *&c.* of or by the ſaid Earl of C. his heirs, or of or by any perſon or perſons whomſoever, freed and diſcharged of and from all charges and incumbrances whatſoever. *(A covenant that from and after default ſhall be made of or in performance of the covenants and agreements herein contained or recited on the part of the ſaid* J. *Earl of* C. *his,* &c. *to be done and performed, he the ſaid* J. *Earl of* C. *will make further aſſurance of the premiſes hereby leaſed unto the ſaid* J. W. *his,* &c. *for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid term of five hundred years, without impeachment of waſte.)* **In Witneſs**, &c.

Proviſo that if the heir performs the covenants for ſeven years, the mortgage to be void.

Proviſo, that until default, &c. the heir ſhall enjoy.

Covenants ſeiſed, &c. Power to mortgage, &c. That the mortgaged premiſes, after default, ſhall go to the executor.

And in that caſe to make further aſſurance,

*(O. B.)*

*Aſſignment*

*Aſſignment by Indorſement of a Mortgage in Fee, and a Confirmation by Mortgagor, in Conſideration of a further Sum lent by the ſecond Mortgagee.*

**WHEREAS** the within named *Aaron Bell* hath not paid to the within named *Charles Darley* the ſum of one thouſand one hundred and fifty pounds ſecured by the within recited indentures of leaſe and releaſe on the ſaid meſſuage, lands, hereditaments and premiſes within mentioned and compriſed, nor the ſaid ſum of one hundred and fifty pounds ſecured by the above indorſement on the ſame premiſes, whereby the eſtate and intereſt of the ſaid *C. D.* of and in the ſame premiſes are become abſolute in law: **And whereas** the ſaid *C. D.* having occaſion for his ſaid money ſecured on the ſaid premiſes, *R. B.* of ——— in the county of G. Gentleman, hath, at the deſire and requeſt of the ſaid *A. B.* agreed to advance and pay to the ſaid *C. D.* his ſaid two principal ſums of one thouſand one hundred and fifty pounds, and one hundred and fifty pounds, and alſo ——— due on the day of the date hereof for the intereſt of the ſame, and to accept and take an aſſignment of the ſaid meſſuage, lands, hereditaments and premiſes, and of all the eſtate, right, title, intereſt and inheritance of him the ſaid *C. D.* of and in the ſame meſſuage, lands, hereditaments and premiſes, and of the within recited indentures of leaſe and releaſe, and hath alſo agreed to advance and lend unto the ſaid *A. B.* on a ſecurity of the ſame premiſes, the further ſum of one hundred and fifty pounds, making together the ſum of ———. **Now know all Men by theſe Preſents,** that the ſaid *C. D.* for and in conſideration of the ſum of ——— to him in hand paid by the ſaid *R. B.* at or before the ſealing and delivery hereof, by the conſent, direction and appointment of the ſaid *A. B.* (teſtified by his being a party to and executing theſe preſents, the receipt whereof he the ſaid *C. D.* doth hereby acknowledge,) **hath** (by the like conſent, direction and appointment of the ſaid *A. B.* teſtified as aforeſaid,) bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **doth** bargain, ſell, aſſign, transfer and ſet over, and the ſaid *A. B.* doth hereby ratify, aſſure and confirm (teſtified as aforeſaid) unto the ſaid *R. B.* his executors, adminiſtrators and aſſigns, **All and ſingular** the within mentioned meſſuage, lands, hereditaments and premiſes, and all the eſtate, right, title, inheritance, intereſt, claim and demand whatſoever of him the ſaid *C. D.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſes to him granted and releaſed, and alſo the within recited indentures of leaſe and releaſe, and all other deeds and writings relating to the ſaid premiſes in his cuſtody or poſſeſſion, or which he can come by without ſuit in law or in equity; **To have and to hold** the ſaid meſſuage, lands, hereditaments and premiſes above mentioned to be hereby aſſigned, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *R. B.* his heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid *R. B.* his heirs and aſſigns for ever; **Subject nevertheleſs** to the proviſo or condition within and herein after contained for making void the ſame: **And** the ſaid *C. D.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *R. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *C. D.* hath not at any time or times heretofore made, done, committed or ſuffered any act, matter, deed or thing whatſoever, whereby or by means whereof the ſaid recited indenture of mortgage and premiſes thereby granted and releaſed, or any part thereof, is, are, ſhall or may be any ways impeached or incumbered in title, charge, eſtate, or otherwiſe howſoever. **And the ſaid** *A. B.* for and in conſideration of the further ſum of one hundred and fifty pounds to him advanced, lent and in hand paid by the ſaid *R. B.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *R. B.* his executors, adminiſtrators and aſſigns, **hath** granted, bargained, ſold, releaſed, ratified and confirmed, and by theſe preſents **doth** grant, bargain, ſell, releaſe, ratify and confirm unto the ſaid *R. B.* his heirs, executors, adminiſtrators and aſſigns, all and ſingular the ſaid within mentioned meſſuage, lands, hereditaments and premiſes; **To hold** unto the ſaid *R. B.* his heirs and aſſigns, to the uſe and behoof of the ſaid *R. B.* his heirs and aſſigns for ever; **And** alſo for himſelf, his heirs and aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *R. B.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, that all and ſingular the ſaid meſſuage, lands, hereditaments and premiſes mentioned and compriſed in the within recited indentures of leaſe and releaſe, ſhall from henceforth ſtand, remain and be charged and chargeable with and be a ſecurity to the ſaid *R. B.* his executors, adminiſtrators and aſſigns, as well for the payment of the ſaid ſum of ——— ſo by him paid to the ſaid *C. D.* as alſo of the ſaid ſum of one hundred and fifty pounds now advanced and lent to the ſaid *A. B.* with lawful intereſt for the ſame, and ſhall not be redeemed or redeemable until as well the ſaid ſum of ———, as alſo the ſaid ſum of one hundred and fifty pounds, making together the ſum of ———, and lawful intereſt for the ſame, ſhall be fully paid and ſatisfied unto the ſaid *R. B.* his executors, adminiſtrators or aſſigns. **And** the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *R. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *A. B.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. B.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— ſecured or intended to be hereby ſecured on the ſaid premiſes, with lawful intereſt for the ſame, on the ——— day of ——— next enſuing, without any deduction or abatement whatſoever; **And** alſo that he the ſaid *A. B.* hath not at any time or times heretofore made, done, committed or ſuffered any act, matter, deed or thing whatſoever, except the within recited indentures of leaſe and releaſe, whereby or by means whereof the ſaid premiſes within granted and releaſed is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever; **Provided always,** and theſe preſents are upon this condition nevertheleſs, that if the ſaid *A. B.* his heirs or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. B.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— with lawful intereſt for the ſame on the ——— day of ——— next enſuing the date hereof, without any deduction or abatement whatſoever for or on account of any taxes or otherwiſe, that then the within recited indentures of leaſe and releaſe, and theſe preſents, ſhall from thenceforth be void and of no effect; any thing therein and herein contained to the contrary notwithſtanding. **In Witneſs,** *&c.*

Recital of the non-payment of mortgage money.

Mortgagee's want thereof,

and aſſignee to advance and pay him the ſame,

and lend a further ſum.

Conſideration.

Premiſes.

Habendum in fee.

Subject to the proviſo for redemption.

Covenant that aſſignor has done no act to incumber.

Further conſideration of a freſh ſum lent by aſſignee.

Covenant that the premiſes ſhall remain as a ſecurity for both ſums.

Covenant for payment of the money,

that he hath done no act to incumber.

Proviſo.

*(Vernon.)*

*Assignment of a Salary in trust to pay to Creditors.*

THIS Indenture Tripartite, &c. Between *John Saunders* of the first part, *Richard Hicks* and *Benjamin Rymer* of the second part, *Benjamin Boyd*, *Thomas Tracey*, *William Wade* and the several other creditors of the said *John Saunders* who have hereunto subscribed and set their hands and seals, of the third part. Whereas the said *J. S.* on the day of the date hereof, is justly indebted unto his said creditors executing these presents, in the several debts or sums of money as are particularly mentioned and set forth against their respective names in the schedule hereunder written; Which debts, by reason of many great losses and other misfortunes, he the said *J. S.* is not at present able to pay, But being willing and desirous to pay his said creditors their respective full debts, hath agreed to pay and assign unto them the said *R. H.* and *B. R.* the yearly sum of forty pounds, part of his salary and fees as Messenger to the House of Commons, and that the same should be by them paid unto his said creditors, until such time as they shall be paid the sum of twelve shillings in the pound, in part of their said respective debts; and afterwards the yearly sum of twenty pounds out of his said salary and fees, until such time as all his said creditors executing these presents, shall be paid their said respective debts, in such manner as herein after is mentioned; And they the said *R. H.* and *B. R.* for and on the behalf of the said *J. S.* have agreed that they, during such time only as he the said *J. S.* shall continue and be a Messenger to the House of Commons, will pay the said yearly sum of forty pounds so to be assigned to them as aforesaid, for payment of the sum of twelve shillings in the pound to the said creditors; and in case the said *J. S* shall make default in payment of the said yearly sum of forty pounds, that then they the said *R. H.* and *B. R.* out of their own proper monies will pay the yearly sum of forty pounds to the said creditors, until such time only as they shall be respectively paid twelve shillings in the pound, in part of their said respective debts during the time aforesaid, in such manner as herein after is also mentioned; And the said *R. H.* and *B. R.* on payment of the said other herein after assigned yearly sum of twenty pounds during the time of their receipt whereof, have agreed to pay the same unto the said creditors in full discharge of their said respective debts, in such manner as herein after is likewise mentioned; And they the said creditors, in consideration of payment of the said several yearly sums of forty pounds and twenty pounds to them as herein after mentioned, have agreed to accept of such yearly payments, and on payment thereof to give him general releases for the same, and that they in the mean time will not sue, molest or trouble the said *J. S.* either in his person, goods and chattels, in such manner as herein after is likewise mentioned. Now this Indenture witnesseth, That the said *J. S.* (in pursuance of his said recited agreement, and for the end, intent and purpose herein before and after mentioned, and also for and in consideration of the sum of five shillings of, &c. to him paid by the said *R. H.* and *B. R.* at or before the executing of these presents, the receipt whereof is by him thereby acknowledged, and for other good considerations him moving) hath bargained, sold, assigned, transferred and set over, and by these presents, he the said *J. S.* doth freely, clearly and absolutely bargain, &c. unto the said *J. H.* and *B. R.* as well the yearly sum of forty pounds, part of his salary and fees to be issuing and payable to him as one of the Messengers of the said House of Commons, as also the further yearly sum of twenty pounds, to be issuing and payable out of his salary and fees as aforesaid, and all the right, interest, property, claim and demand whatsoever or howsoever of him the said *J. S.* of, in and to the said hereby assigned several yearly sums of forty pounds and twenty pounds, and of, in and to every part thereof; To have, hold, receive, take and enjoy the said hereby assigned yearly sum of forty pounds unto the said *R. H.* and *B. R.* their executors, administrators and assigns, from henceforth for and during, and until such time only, as all and every the creditors of the said *J. S.* executing these presents, shall be fully paid the sum of twelve shillings in the pound towards discharge of their said respective debts in the said schedule mentioned, in such manner as herein after is mentioned and expressed; And to have, hold, receive, take and enjoy the said hereby assigned yearly sum of twenty pounds under the said *R. H.* and *B. R.* their executors, administrators and assigns, from the time of determination of payment of the said yearly sum of forty pounds for and during and until such time only as the further sum of eight shilling in the pound, residue of the said twenty shillings in the pound, shall be to them the said several creditors fully paid and satisfied their said several and respective debts, in such manner as herein after is also mentioned and expressed; And the said *J. S.* doth hereby request, desire and direct—— Esquire, the present Serjeant to the said House of Commons and his successors, to pay unto the said *R. H.* and *B. R.* their executors, administrators or assigns, during such time as he the said *J. S.* shall continue and be a Messenger to the said House of Commons, the several yearly sums of forty pounds and twenty pounds so respectively payable to them the said *R. H.* and *B. R.* during the time aforesaid, and that their receipts shall be as good and effectual receipts and discharges to him or them, as if the same had been actually given and signed by him the said *J. S.* And each of them the said *R. H.* and *B. R.* for themselves and for their respective executors and administrators, do hereby severally covenant, promise and agree, to and with each and every of them the said creditors executing these presents, their executors, administrators and assigns, in manner as follows, *viz.* That they the said *R. H.* and *B. R.* their executors, administrators or assigns, on receipt of the said herein before assigned yearly sum of forty pounds shall and will, upon receipt thereof, pay the same unto the said creditors executing these presents, and to their respective executors, administrators or assigns, as part of and towards discharge of their said debts in equal proportions, and that according to the quantum of their said several and respective debts in the said schedule mentioned; And further, that in case the said hereby assigned yearly sum of forty pounds shall not be paid to them the said *R. H.* and *B. R.* as aforesaid; then and in such case, but not otherwise, they the said *R. H.* and *B. R.* or one of them, their or one of their executors or administrators, shall and will, during such time only as he the said *J. S.* shall continue a Messenger to the said House of Commons, but no longer, out of their own proper monies well and truly pay or cause to be paid unto each and every of the said creditors executing these presents and to the respective executors, administrators and assigns, the said yearly sum of forty pounds, as part of and in discharge of their said several and respective debts in the said schedule mentioned, in manner as aforesaid, to be paid to them respectively by equal half-yearly payments on

Recital of debts owing, not able to pay, but is willing to assign part of his salary in satisfaction, &c.

Assignees agree to pay creditors.

First Consideration, assignment of part of salary.

Desirous to pay the salary.

Covenant to pay the creditors 12s in the pound.

on the two feaſt days following, (to wit,) on the Nativity of St. John the Baptiſt, and the Birth of our Lord Chriſt; the firſt of which half-yearly payments to begin and be made on the feaſt-day of St. John the Baptiſt now next enſuing, and ſo to continue payable until ſuch time only as they the ſaid ſeveral creditors ſhall reſpectively be fully paid the ſaid ſum of twelve ſhillings in the pound, towards diſcharge of the ſaid ſeveral debts as aforeſaid; **And the ſaid** *R. H.* and *B. R.* for themſelves, and for their executors, adminiſtrators and aſſigns, do hereby further covenant, promiſe and agree, to and with the ſaid creditors executing theſe preſents, that they the ſaid *R. H.* and *B. R.* their executors, adminiſtrators or aſſigns, from and after payment of the ſaid yearly ſum of forty pounds in manner as aforeſaid, on receipt of the ſaid other yearly ſum of twenty pounds ſo aſſigned to them as aforeſaid, ſhall and will upon receipt thereof, after deducting thereout all ſuch coſts, charges, expences and damages, which they ſhall pay, ſuſtain, or be put unto, on account, or for or in reſpect of their receiving or paying the ſaid hereby aſſigned yearly ſum of twenty pounds, and which he the ſaid *J. S.* doth hereby impower and direct them them ſo to do, well and truly pay the ſame to all and every the creditors executing theſe preſents, and to their reſpective executors, adminiſtrators and aſſigns, for and during and until ſuch time only as they the ſaid creditors and their reſpective repreſentatives ſhall be fully paid their reſpective debts of twenty ſhillings in the pound in the ſaid ſchedule mentioned; the ſaid yearly ſum of twenty pounds ſo payable to the ſaid creditors in manner as aforeſaid, to be paid to them the ſaid creditors reſpectively by equal proportions on the two half-yearly feaſt-days, according to the quantum of their ſaid reſpective debts, until the ſame ſhall be fully paid and ſatisfied; the firſt of which payments of the ſaid yearly ſum of twenty pounds to begin and be made on ſuch of the two feaſt-days as ſhall next happen after determination of payment of the ſaid yearly ſum of forty pounds. **And this Indenture further witneſſeth,** That they the ſaid creditors executing theſe preſents (in purſuance and performance of their part of the ſaid recited agreement, and in conſideration of their reſpective debts ſo to be paid to them during the time and in manner as aforeſaid, and for other good conſiderations them moving) **Do** and each and every of them **Doth** for himſelf ſeverally, and not for the other, and for his and their own reſpective executors, adminiſtrators and aſſigns only, ſeverally covenant, promiſe and agree to and with the ſaid *J. S.* his executors and adminiſtrators, by theſe preſents, that they the ſaid creditors will accept of the ſaid yearly ſum of forty pounds and twenty pounds, ſo to be paid during the continuance of his being a meſſenger, and payment to them of their reſpective debts at the ſeveral times, and in manner as aforeſaid; **And** that they the ſaid creditors, upon ſuch full payment of their ſaid reſpective debts, ſhall and will, at the requeſt and charge of the ſaid *J. S.* his executors and adminiſtrators, give unto him and them a full and ſufficient releaſe and diſcharge of the ſame; **And further,** that they the ſaid creditors executing theſe preſents, and each and every of them, doth hereby give and grant unto the ſaid *J. S.* full and free liberty, licence and ſafe conduct to go, come, abide, ſojourn, paſs and repaſs with his goods and chattels, to or at any place or places whatſoever and whereſoever, and at all times from the date hereof, in ſuch manner as he ſhall think fit; **And** that in caſe the ſaid *J. S.* ſhall at any time in his perſon, goods or chattels, during the time aforeſaid, be arreſted, troubled, attached or moleſted by any of the ſaid creditors, or by their or any of their act, means, conſent or procurement, for or on account of any ſuch debt ſo now due from him as aforeſaid, and be not thereof forthwith releaſed and diſcharged; then and in ſuch caſe the ſaid *J. S.* ſhall from thenceforth, and is and ſhall by virtue of theſe preſents be abſolutely acquitted, releaſed or diſcharged, of and from every ſuch debts ſo now due to every ſuch creditor, who ſhall ſo arreſt, trouble, attach or moleſt the ſaid *J. S.* during the time aforeſaid, contrary to the true intent and meaning of theſe preſents. **In Witneſs,** &c.

Covenants.

Second conſideration. As to creditors acceptance of monies payable as above, giving releaſes, &c. and in the mean time not to ſue, &c.

*(Vernon.)*

## *An Aſſignment of one Judgment as a collateral Security for Money received on another, with a Defeaſance to the Aſſigner, giving him further Time to diſcharge his Judgment.*

**This Indenture Tripartite,** made the firſt day of May, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Thomas Taylor* of, *&c.* of the firſt part, *William Fry*, of, *&c.* of the ſecond part, and *Francis Bridges*, of, *&c.* (a perſon nominated by them the ſaid *Thomas Taylor* and *William Fry* for the truſts and purpoſes herein after mentioned) of the third part. **Whereas** there was lately due and owing from the ſaid *T. T.* to the ſaid *W. F.* the ſum of one hundred pounds which is ſecured to him by virtue of a certain judgment given to or obtained by the ſaid *W. F.* againſt the ſaid *T. T.* in his Majeſty's Court of C. B. as of E. Term, which was in the ——— year of the reign of his preſent Majeſty: **And whereas** by certain defeaſance dated ——— (reciting the ſaid judgment) *He* the ſaid *W. F.* **hath** thereby covenanted not to take out any execution or other proceſs upon the ſaid judgment againſt the ſaid *T. T.* his goods or chattels, until Michaelmas Day now next enſuing, *As* by the record of the ſaid judgment in the ſaid Court of Common Pleas, and the ſaid in part recited defeaſance, (relation, *&c.* reſpectively, *&c.*) **And whereas** the ſaid *T. T.* hath paid to the ſaid *W. F.* the ſum of thirty pounds in part of the ſaid ſum of one hundred pounds and intereſt, ſecured to him by the ſaid judgment as aforeſaid, and there now remains due to him the ſaid *W. F.* by virtue thereof, only the ſum of ſeventy pounds principal money, beſides intereſt and coſts due on the ſaid judgment, which he the ſaid *W. F.* doth hereby acknowledge ſo to be: **And whereas** the ſaid *T. T.* did, as of T. Term now laſt paſt, obtain a judgment in his Majeſty's Court of Exchequer Chamber at Weſtminſter on a writ of error affirmed there, for the ſum of one hundred pounds beſides coſts of ſuit, againſt Sir *R. C.* Knight of the Bath, as by the records of the ſame judgment in the ſame court may appear: **And whereas** the ſaid *T. T.* not being at preſent able to pay to the ſaid *W. F.* the ſaid principal ſum of ſeventy pounds, intereſt and coſts, now remaining due to him as aforeſaid, hath requeſted of him farther time for ſo doing, and as and for a further or collateral ſecurity for payment thereof, he the ſaid *T. T.* hath propoſed and agreed to aſſign the ſaid judgment ſo by him obtained againſt the ſaid Sir *R. C.* as aforeſaid, and all monies thereby ſecured unto the ſaid *T. B.* *Nevertheleſs upon the ſeveral Truſts*, and in ſuch manner as herein after in that behalf is mentioned and expreſſed, *In Conſideration* whereof, *He* the ſaid *W. F.* hath agreed to give unto him the ſaid *T. T.* ſuch further

Recitals, viz. As to Mr. T.'s judgment to Mr. F. and his defeaſance thereon for 100l.

As to 30l. being paid thereof.

As to the judgment obtained by Mr. T. againſt Sir R. C. in error.

As to the agreement for further time to Mr. T. and aſſignment of Sir R.'s judgment as a collateral ſecurity.

further time for payment of the ſaid remaining principal ſum of ſeventy pounds and intereſt and coſts, and, on payment thereof, ſuch diſcharge and ſatisfaction for the ſame, in ſuch manner as herein after in that behalf is alſo mentioned and expreſſed: **Now this Indenture witneſſeth**, that he the ſaid *W. F.* (in purſuance of his ſaid recited agreement, and in conſideration of the aſſignment herein after made by the ſaid *T. T.* to the ſaid *F. B.* of the ſaid judgment obtained by him againſt the ſaid Sir *R. C.* as aforeſaid, upon the truſts herein after mentioned) **Doth** covenant, promiſe, grant and agree to and with the ſaid *T. T.* his heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *W. F.* his executors, adminiſtrators or aſſigns, or any of them, ſhall not, nor will take or ſue out, or cauſe to be taken or ſued out, any writ or writs of execution or other proceſs, nor take any advantage whatſoever againſt the ſaid *T. T.* his executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon the ſaid firſt recited judgment ſo by him the ſaid *W. F.* obtained againſt the ſaid *T. T.* as aforeſaid, for the ſaid principal ſum of ſeventy pounds and intereſt and coſts now remaining due thereon, until, from and after the feaſt-day of St. Michael the Archangel, which will be in the year of our Lord 17—. **And this Indenture further witneſſeth**, that the ſaid *T. T.* in conſideration of the premiſes, and in purſuance of his before recited agreement, and to the intent that the ſaid remaining principal ſum of ſeventy pounds and intereſt and coſts, ſo now remaining due from him to the ſaid *W. F.* as aforeſaid, may be paid to him as ſoon as the ſame can or may be, and for and in conſideration of the ſum of five ſhillings of lawful money to him paid by the ſaid *F. B.* at or before the executing hereof, the receipt whereof is by him hereby acknowledged, and for divers, *&c.* **He** the ſaid *T. T.* **hath** bargained, ſold, aſſigned, transferred and ſet over, **And** by theſe preſents (by and with the conſent and approbation of the ſaid *W. F.* teſtified, *&c.* **Doth**, *&c.* unto the ſaid *F. B.* his, *&c.* **As well** the ſaid recited judgment ſo by him the ſaid *T. T.* obtained againſt the ſaid Sir *R. C.* as aforeſaid, **As alſo** the ſaid ſum of one hundred pounds thereby recovered, and all and every other ſum and ſums of money whatſoever, thereby due and payable, and the full benefit and advantage of the ſame judgment, and all monies thereon due or to become due and payable by virtue thereof, **And all** forfeitures, benefit and advantage whatſoever, to be had, made or taken by virtue of any execution or executions, or other proceſs whatſoever to be ſued out upon the ſame judgment, and all the right, intereſt, property, claim and demand whatſoever, either at law or in equity of him the ſaid *T. T.* or of any other perſon or perſons in truſt for him, of, in and unto the ſaid laſt mentioned judgment, and monies thereby ſecured and every part thereof; **To have and to hold** the ſaid laſt mentioned judgment, and all ſum and ſums of money thereby due or payable, and the full benefit and effect thereof, and all and ſingular other the hereby aſſigned premiſes unto and to the uſe of the ſaid *F. B.* his executors, adminiſtrators and aſſigns from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as he the ſaid *T. T.* could or might have had, held, received or enjoyed the ſame, in caſe theſe preſents had not been made; **Nevertheleſs** to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned and expreſſed, of and concerning the ſame, *viz.* Upon the ſpecial truſt that he the ſaid *F. B.* his executors, adminiſtrators or aſſigns, upon his or their recovery, or receipt of the ſaid hereby aſſigned monies and premiſes, ſhall and do in the firſt place pay thereout unto the ſaid *W. F.* his executors, adminiſtrators or aſſigns, the ſaid remaining principal ſum of ſeventy pounds, intereſt and coſts, ſo now remaining due to him from the ſaid *T. T.* as aforeſaid, together with all intereſt that ſhall or may become due to the ſaid *W. F.* on the ſaid laſt mentioned judgment, in full diſcharge and ſatisfaction of all monies due to him by virtue thereof, and from and after full payment thereof, and ſubject thereunto, and alſo from and after payment out of the reſidue of the hereby aſſigned monies, of all coſts, charges, damages and expences which he the ſaid *F. B.* his executors, adminiſtrators or aſſigns ſhall or may ſuſtain, ſuffer or be put unto in the execution of the truſts hereby in him and them repoſed, and which he and they are hereby enabled and empowered in the ſecond place to deduct and retain out of the ſame monies, to his and their own uſe and benefit, and alſo ſubject thereunto; then upon this further truſt, that he the ſaid *F. B.* his executors or aſſigns, ſhall and will pay or aſſign all the reſidue of the ſaid hereby aſſigned monies, when and as the ſame ſhall be by him or them received by virtue of theſe preſents, unto the ſaid *T. T.* his executors, adminiſtrators or aſſigns, to and for his and their own uſe and benefit, and to and for no other truſt, intent, or purpoſe whatſoever; **And** for the better and more effectual enabling the ſaid *F. B.* his executors and aſſigns, to recover and receive all and ſingular the ſaid hereby aſſigned monies and premiſes, nevertheleſs to, for and upon the ſeveral truſts, intents and purpoſes aforeſaid, he the ſaid *T. T.* **hath** nominated, authoriſed, conſtituted and appointed, and by theſe preſents **Doth** nominate, *&c.* and in his place and ſtead put the ſaid *F. B.* his executor and aſſigns, the true and lawful attorney and attornies of him the ſaid *T. T.* in the name of him the ſaid *T. T.* his executors or adminiſtrators, or otherwiſe, to ſue out and proſecute any execution or executions, or other proceſs againſt the ſaid Sir *R. C.* his heirs, executors or adminiſtrators, or his or their lands or tenements upon the ſaid hereby aſſigned judgment, and to do all and every ſuch other lawful acts and things as ſhall be adviſed and thought fit, for the recovering and payment of all and ſingular the ſaid hereby aſſigned monies and premiſes, and upon receipt thereof, to acknowledge ſatisfaction upon record of the ſame judgment, to or give any other proper and ſufficient releaſes or diſcharges for the ſame, and finally to make, do and execute all and every ſuch further and other lawful acts or things, as well for the obtaining, recovering and receiving of all and ſingular the ſaid hereby aſſigned monies and premiſes, as alſo for the releaſing and diſcharging thereof, or of any part thereof, and that as fully, effectually and abſolutely, and in as large and ample manner to all intents and purpoſes whatſoever, as he the ſaid *T. T.* could or might have done the ſame if perſonally preſent, or as if theſe preſents had not been made; and he the ſaid *T. T.* doth hereby allow, ratify and confirm all ſuch lawful acts and things, as he the ſaid *F. B.* his executors or aſſigns, ſhall do or cauſe to be done by virtue of theſe preſents; **Nevertheleſs** upon the ſeveral truſts aforeſaid: **And** the ſaid *T. T.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *F. B.* his, *&c.* by, *&c. viz.* that he the ſaid *T. T.* hath not aſſigned or releaſed the ſaid hereby aſſigned judgment, or any ſum or ſums of money thereby ſecured or thereon due or payable, or any part thereof; and that he the ſaid *T. T.* his, *&c.* ſhall not, nor will at any time hereafter aſſign, releaſe or diſcharge the ſaid hereby aſſigned judgment, or the monies thereby ſecured, or any part thereof, or any execution or proceſs to be brought thereupon, without the conſent and direction in writing

Mr. F.'s defeaſance to Mr. T.

Mr. T.'s aſſignment of Sir R. C.'s judgment to Mr. B.

Habendum.

Truſts.

Letter of attorney.

Mr. T. covenants, viz. hath not aſſigned judgment; nor to releaſe the ſame, or any execution, &c.

writing firſt had and obtained of the ſaid *W. F.* his, *&c.* for that purpoſe, under his or their hands and ſeals. And the ſaid *W. F.* for himſelf, his, *&c.* doth further covenant, *&c.* to and with the ſaid *T. T.* his, *&c.* by, *&c.* that upon payment to him or them of the ſaid remaining principal ſum of ſeventy pounds, intereſt and coſts as aforeſaid, out of the ſaid hereby aſſigned monies and premiſes, by virtue of the truſts aforeſaid; or in default thereof, then if he the ſaid *T. T.* his, *&c.* ſhall well and truly pay the ſame to him or them, on or before the ſaid feaſt-day of St. Michael the Archangel, which will be in the year of our Lord, *&c.* ſhall and will at the proper coſts and charges in the law of him the ſaid *T. T.* his heirs, executors or adminiſtrators, acknowledge ſatisfaction upon the record of the ſaid firſt recited judgment ſo obtained againſt him the ſaid *T. T.* by the ſaid *W. F.* as aforeſaid. And it is hereby agreed and declared by and between all the ſaid parties to theſe preſents, that in caſe the ſaid remaining principal ſum of ſeventy pounds, intereſt and coſts as aforeſaid, ſhall not be paid to the ſaid *W. F.* his executors, adminiſtrators or aſſigns, in manner as aforeſaid, on or before the ſaid feaſt-day of St. Michael the Archangel, which ſhall be in the year of our Lord ——, then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *W. F.* his executors or aſſigns, at any time then after, to ſue out and proſecute any writ or writs of execution, or other proceſs whatſoever upon the ſaid firſt recited judgment, according to due courſe of law, or do any other lawful act or acts whatſoever for the recovering and receiving the ſaid principal ſum of ſeventy pounds, intereſt and coſts as aforeſaid; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always, and laſtly, it is hereby further agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents is, that in caſe the ſaid hereby aſſigned monies and premiſes, can or ſhall not on or before the ſaid Michaelmas Day ——, be recovered and received by the ſaid *F. B.* his executors, adminiſtrators and aſſigns, and be by him and them paid and ſatisfied upon the truſts aforeſaid; then and in ſuch caſe, he the ſaid *F. B.* his executors or aſſigns (at the requeſt and charge of him the ſaid *T. T.* his executors, adminiſtrators and aſſigns) ſhall and will re-aſſign all and ſingular the hereby aſſigned monies and premiſes, or ſo much thereof, as ſhall not then be by him or them received and applied for the purpoſes aforeſaid, unto the ſaid *T. T.* his executors, adminiſtrators or aſſigns, or as he or they ſhall direct or appoint: any things in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

without conſent. Covenant from Mr. F. on payment of his monies, to acknowledge ſatisfaction.

Agreement if monies not paid before Michaelmas ——, then Mr. F. may ſue out execution.

Proviſo that if the aſſigned premiſes had not recovered or received before the day, then the ſame to be re-aſſigned.

(Peruſed by Mr. *Jones.*)

*Abſolute Aſſignment of ſeveral Leaſes for Terms * of Years and Ground-Rents to a Purchaſer.*

THIS Indenture of five Parts, made, *&c.* Between *J. H.* of, *&c.* of the firſt part, *R. A.* of, *&c.* of the ſecond part, *J. S.* of, *&c.* of the third part, *(three ſeveral mortgages) J. W.* of, *&c.* of the fourth part, and *A. C.* of, *&c.* of the fifth part. Whereas, &c. *(recite the two original indentures of leaſe made to* A. W. *brother of the ſaid* J. W. *at and under the ſeveral yearly rents of three ſhillings and four-pence each)*



* CASE.

THE twelfth of January 1555, *R. F.* by deed inrolled in Chancery, gives, grants and confirms to *J. F.* his brother, a tenement with the appurtenances, in, *&c.* to hold to ſaid *J. F.* his heirs and aſſigns, to the uſe of the ſaid *R. F.* for life; remainder to the executors and aſſigns of ſaid *R. F.* for *two hundred years*, ſans waſte; remainder to the ſaid *J. F.* his heirs and aſſigns.

The fourteenth of November 1560, *R. F.* by will (proved in the Prerogative Court, the 6th of June 1561), gives in the words following, *viz.*

"I will that my ſaid wife ſhall have the houſe wherein I now dwell and inhabit, in, *&c.* after my death, during "her natural life, without paying any rent or other thing for the ſame, repairing the ſame when need ſhall require. "After her deceaſe I will that my executors, or the ſurvivors of them, or their executors, or the executors or adminiſtra- "tors of the ſurvivors of them, ſhall have my ſaid houſe from the day of the death of my ſaid wife unto the end and "term of one hundred and ninety years next following, without impeachment of any manner of waſte."

And makes his wife *A.* and *J. D.* his executors.

The eighth of May, 4th Eliz. 1562, this will was proved in Chancery by ſaid *J. D.*

The 28th of May, 19th Eliz. 1577, the ſaid *J. D.* by his will, gives the reſidue of all his goods, chattels and leaſe, *&c.* unto his wife, and made her and Sir *W. C.* his executors.

The 11th of June 1577, the ſaid *A.* proved the ſaid will.

The 2d of October, 30th Eliz. 1588, *A. M.* widow, (relict of the ſaid *R. F.*) by will, proved in the Prerogative Court, on the 13th of December 1588, gives and bequeaths all her goods, chattels, debts and duties, unto her well beloved ſiſter *A. D.* whom ſhe makes her ſole executrix, and whom ſhe likewiſe requires to perform the laſt will of her late huſband *R. F.* deceaſed, concerning certain portions of the monies appointed to be paid by his ſaid will out of his houſe near, *&c.* wherein he dwelt, which ſaid houſe, with all her intereſt therein, ſhe gives and bequeaths unto her ſaid ſiſter, and to her aſſigns, during the term of years to come in the ſaid houſe.

The 13th of December 1588, proved by the ſaid *A. D.*

It is to be obſerved that the ſaid *R. F.* by ſaid deed of 1555, conveys ſaid premiſes to himſelf for life, remainder to his executors for two hundred years, by which it ſeems that the term was to commence on his death, *and if ſo, the term expired on the 12th of January laſt.*

But by his will he has deviſed the ſame premiſes to his wife for life, and after her death that the ſurvivor of his executors ſhall have the houſe for one hundred and ninety years, *to commence from the death of his ſaid wife*, who by the date of her will ſeems to have ſurvived ſaid *D.* and to have died about the year 1588, and if ſo, the term does not expire till December 1778.

Theſe premiſes being burnt down by the fire of London, there were three houſes built on the ground where they ſtood in 1677, and by divers meſne aſſignments are now become veſted for the reſidue of the ſaid term of two hundred years,

*each)* and in caſe the ſaid *A. W.* his executors, *&c.* ſhould at any time or times during the terms aforeſaid, uſe or exerciſe, or cauſe, permit or ſuffer the ſaid pieces or parcels of ground thereby demiſed, or any of the erections and buildings thereon erected and built, or to be erected or built, or any part thereof, to be uſed or exerciſed, as and for any of the arts or trades following, *viz. &c.* or any of them, then at the yearly increaſe of rent of thirty pounds (over and above ſuch yearly rent of three ſhillings and four-pence) tax free, by equal quarterly payments at the ſame quarter-days appointed for payment of the ſaid yearly rent of three ſhillings and four-pence, in which ſaid indenture of leaſe there is a covenant or clauſe, in the words following, to wit, And laſtly, that it ſhall and may be lawful to and for the ſaid *A. W.* his executors, adminiſtrators and aſſigns, to uſe or exerciſe, or cauſe, permit or ſuffer, all or any part of the piece or parcel of ground, and the erections and buildings thereon erected and to be erected, above hereby demiſed, which ſhall not front B. Street aforeſaid, to be uſed or exerciſed, as or for any of the arts or trades herein before mentioned to be prohibited from being uſed thereon (a brewer or common brewhouſe only excepted ;) the ſaid indenture, or any covenant, clauſe, matter or thing therein contained to the contrary thereof in any wiſe notwithſtanding ; *(recite the ſeveral mortgages made thereof by the ſaid* A. W. *to* H. A. *and* S. *recite the aſſignment from* A. W. *to* J. W. *ſubject to the mortgages ; recite the ſeventy-one under-leaſes made from the ſaid* A. W. J. W. *and the three mortgagees of the ſeveral premiſes compriſed therein, at and under the ſeveral yearly rents therein reſerved,)* as by the counterparts of the ſeventy-one recited indentures of leaſe made from the ſaid *A. W. J. W. J. H. J. S.* and *R. A.* relation, *&c.* **And whereas** the ſeveral yearly ground-rents or ſums of money reſerved and made payable in and by the ſaid ſeventy-one leaſes, amount together to the yearly ſum of one hundred and forty-ſix pounds nineteen ſhillings and ſix-pence of lawful money of Great Britain : **And whereas** there is now due and owing to the ſaid *J. H.* for principal and intereſt money upon the ſecurity of the premiſes above recited and mentioned, the full ſum of one thouſand eight hundred and ninety-one pounds ſixteen ſhillings and two-pence of, *&c.* **And whereas** there is now due and owing to the ſaid *R. A.* for principal and intereſt money upon the premiſes above recited and mentioned to be made a ſecurity to him, the full ſum of eight hundred and twelve pounds thirte n ſhillings and five pence of, *&c.* and no more : **And whereas** there is now due and owing to the ſaid *J. S.* for principal and intereſt money upon the ſecurity to him made of the premiſes above recited and mentioned, the full ſum of eight hundred and twenty-two pounds eighteen ſhillings and five-pence of, *&c.* and no more : **And whereas** the ſaid *A. C.* hath agreed with the ſaid *J. W.* for the abſolute purchaſe of the reverſion of all and ſingular the ſaid ſeveral pieces or parcels of ground, meſſuages and premiſes, with their appurtenances, demiſed and granted by the ſaid ſeventy-one under leaſes herein before recited, whereupon the ſaid ſeveral yearly rents, amounting in the whole to the ſaid yearly ſum of one hundred and forty-ſix pounds nineteen ſhillings and ſix-pence are reſerved, and of the remainder of the ſaid ſeveral terms of ſixty years and thirty-nine years, and fifty-nine years and thirty-nine years, in and by the ſaid two firſt above recited original indentures of leaſe granted, of and concerning the premiſes compriſed in the ſaid ſeveral under-leaſes for the ſum of three thouſand ſix hundred and ſeventy-four pounds ſeven ſhillings and ſix-pence of, *&c.* **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of one thouſand eight hundred and ninety-one pounds ſixteen ſhillings and two-pence of, *&c.* to the ſaid *J. H.* in hand paid by the ſaid *A. C.* at, *&c.* and of the ſum of eight hundred and twelve pounds thirteen ſhillings and five-pence of like, *&c.* to the ſaid *R. A.* in hand paid by the ſaid *A. C.* at, *&c.* and alſo of the ſum of eight hundred and twenty-two pounds eighteen ſhillings and five pence, of like, *&c.* to the ſaid *J. S.* in hand, *&c.* at, *&c.* (which ſeveral ſums of money ſo ſeverally paid to the ſaid *J. H.*

What is due on ſecurities.

Agreement for the purchaſe.

Conſiderations.

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years, (which is the term ſpecified in all the deeds) in Mr. *F.* and others who are at preſent in poſſeſſion thereof, and who derive their title as is apprehended as well under the will which continues the term till December, 1778, as under the ſaid deeds of 12th of January 1555.

But as the matter ſeems to be complicated, the preſent poſſeſſors are deſirous of your opinion on the following queries,

Q. I. Whether they are to take under the deed of the 12th of January 1555, or for the reſidue of the term of two hundred years under the will of Mr. *F.* for the term of one hundred and ninety years to commence on the death of his wife ?

By the deed the term commences at his death, and therefore the teſtator could not diſpoſe of the houſe but during the term which commenced at his death.

Q. II. If they take under the deed, and the term of two hundred years ſhould be conſidered as excepted, will it be adviſeable, (as they are in poſſeſſion,) to join in a deed of bargain and ſale thereof to ſome friend in truſt for them, with a covenant to levy a fine, and ſo make a good title to themſelves of the fee thereof, by five years non-claim, or what other way will be moſt adviſeable for the parties to ſecure the title and poſſeſſion thereof in themſelves ?

I think a conveyance of the eſtate by the leſſee or term or for a greater eſtate then he has, is a diſſeiſin, and therefore if a conveyance is made and a fine levied, and five years paſs, I think it will be a bar to the reverſioner or remainder man.

Q. III. If they take under the will and the term of one hundred and ninety years, (though the ſame will not expire in that caſe till 1778,) yet as the preſent poſſeſſors would then be in by title, what method will be moſt adviſeable for them to take, either now, or before the expiration of the term, to reduce the ſame into a fee-ſimple ? And whether by purſuing the above meaſures or what other ; and in caſe a feoffment ſhould be adviſed, will livery and ſeiſin of the key of any one of the houſes be ſufficient for the whole, or muſt the key of every one of them be delivered.

This is anſwered before, and as the tenant is in poſſeſſion, any conveyance will do as well as a feoffment, but if livery be made, the key of each houſe, or livery of each houſe muſt be made.

*C. WALLER.*
February 20, 1756.

March 3, 1756, Mr. *Waller* was of opinion that the will was only a voluntary act which could not defeat the deed, that the propereſt method would be to let the term run out which will be in 1761, and then for any one of the preſent leſſees to make a conveyance by leaſe and releaſe to ſome friend of ſaid premiſes, with a covenant to levy a fine, and on levying a fine thereof, and five years paſs, it will be a bar to the reverſioner or remainder man.

*R. A.*

*R. A.* and *J. S.* are in full of all monies due and owing to them, or any of them, upon the ſecurity of the premiſes above, in and by theſe preſents recited and mentioned, or any part thereof, and which ſaid ſeveral ſums of money are ſo paid by the direction and appointment of the ſaid *J. W.* teſtified by his being made a party to, and ſealing and executing theſe preſents) the receipt of which ſaid ſeveral ſums of money ſo ſeverally paid to the ſaid *J. H. R. A.* and *J. S.* as aforeſaid, they do hereby ſeverally acknowledge, and themſelves to be therewith ſeverally fully paid and ſatisfied, and thereof and therefrom, and of and from every part and parcel thereof, do ſeverally acquit, exonerate and diſcharge the ſaid *A. C.* his heirs, executors, adminiſtrators and aſſigns, and every of them by theſe preſents; and for and in conſideration of the ſum of one hundred and forty-ſix pounds nineteen ſhillings and ſix-pence of, *&c.* to the ſaid *J. W.* in hand paid by the ſaid *A. C.* at, *&c.* the receipt, *&c.* which ſaid ſeveral ſums of one thouſand eight hundred and ninety-one pounds ſixteen ſhillings and two-pence, eight hundred and twelve pounds thirteen ſhillings and five-pence, eight hundred and twenty-two pounds fifteen ſhillings and five-pence, and one hundred and forty-ſix pounds nineteen ſhillings and ſix-pence make together the above mentioned purchaſe money or ſum of three thouſand ſix hundred and ſeventy-four pounds ſeven ſhillings and ſix-pence, **They** the ſaid *J. H. R. A.* and *J. S.* **have** bargained, ſold, aſſigned and ſet over, **And** the ſaid *J. W.* **hath** granted, releaſed and confirmed, **And** by theſe preſents the ſaid *J. H. R. A.* and *J. S.* (at the requeſt and by the direction and appointment of the ſaid *J. W.* teſtified by his being a party to, and ſealing and executing theſe preſents) **Do** bargain, *&c.* and the ſaid *J. W.* **Doth** grant, releaſe and confirm unto the ſaid *A. C.* **All** and every the pieces or parcels of ground ſeverally demiſed and leaſed, in and by the ſaid ſeventy-one above recited indentures of leaſe made by and from the ſaid *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or ſome of them, and all and every the meſſuages or tenements, erections and buildings upon the ſaid pieces or parcels of ground, or any of them, or any part of them, erected and built, or that may be erected or built, and every part and parcel thereof, with their and every of their appurtenances, together with the counterparts of the ſaid ſeventy-one above recited indentures of leaſe made as aforeſaid, by and from the ſaid *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or ſome of them, and all and every the yearly and other rent and rents therein and thereby, or in or by any of them, reſerved and made payable, to be from henceforth paid, and all the eſtate, right, title, intereſt, term for years yet to come and unexpired, uſe, poſſeſſion, reverſion, benefit and equity of redemption, property, profit, claim and demand whatſoever both in law and equity of them the ſaid *J. H. R. A. J. S.* and *J. W.* or any of them, of, in or to the premiſes hereby aſſigned, or any part thereof, by force and virtue of the ſeveral indentures, deeds and writings above, in and by theſe preſents recited and mentioned, or any of them, or otherwiſe howſoever; **To have and to hold** the ſaid pieces or parcels of ground, meſſuages or tenements, erections, buildings, counterparts of leaſes, yearly and other rent and rents, and all and ſingular other the premiſes in and by theſe preſents bargained, ſold, aſſigned and ſet over, and granted, releaſed and confirmed, or meant or mentioned ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *A. C.* his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue of the ſaid ſeveral terms of ſixty years, thirty-nine years, fifty-eight years and thirty-nine years, granted or demiſed in and by the ſaid above recited indentures of leaſe made to the ſaid *A. W.* as aforeſaid, which are yet ſeverally to come and unexpired, **Subject** to the rents and covenants therein reſerved and contained on the leſſees part to be paid and performed. **And the ſaid** *J. H. R. A.* and *J. S.* every of them ſeparately, *&c.* covenant, *&c.* to and with the ſaid *A. C.* his, *&c.* by, *&c.* that they, *&c.* have not, nor any of them hath made, done or committed any act, *&c.* whereby, *&c.* the ſaid premiſes by theſe preſents aſſigned and releaſed, or any part thereof, is, are or may be impeached or incumbered in title, charge, eſtate or otherwiſe howſoever. **And** the ſaid *J. W.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, *&c.* to and with the ſaid *A. C.* his, *&c.* by, *&c.* in manner, *&c.* (that is to ſay) that the ſaid above recited indentures of leaſes made to the ſaid *A. W.* now are and be good, *&c.* **And** that the ſaid *J. H. R. A. J. S.* and *J. W.* now have, *&c.* good right, *&c.* to bargain, *&c.* all the premiſes by theſe preſents bargained, ſold, aſſigned and ſet over, and granted, releaſed and confirmed unto the ſaid *A. C.* his, *&c.* during, *&c.* by the ſaid two original leaſes granted, and in manner and form aforeſaid; **And** that the ſaid *A. C.* his, *&c.* ſhall, *&c.* during the reſidue of the ſeveral terms of years by theſe preſents aſſigned, peaceably and quietly have, *&c.* all the ſaid premiſes by theſe preſents aſſigned and releaſed, and every part thereof, with their appurtenances, without any let, *&c.* **And** that the ſaid hereby aſſigned premiſes now are and be free, *&c.* of and from all former and other bargains, *&c.* by the ſaid *J. H. R. A. J. S. J. W. A. W.* and *T. W.* or any of them, except the ſaid threeſcore and eleven recited indentures of leaſe made as aforeſaid by and from the ſaid *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or ſome of them, of the premiſes hereby aſſigned, at and under the ſaid ſeveral yearly rents therein and thereby reſpectively reſerved and herein before mentioned; **And** that the ſaid *J. W.* his, *&c.* and all and every other perſon and perſons, any eſtate having, *&c.* or that ſhall or may have, *&c.* any eſtate or intereſt of, in or to the premiſes by theſe preſents aſſigned, or any part therof, by, from or under him, them or any of them, or by, from or under the ſaid *A. W.* or *T. W.* or either of them (except the leſſees named in the ſaid threeſcore and eleven leaſes for or in reſpect of the leaſes only) ſhall and will from time, *&c.* and at the proper coſt, *&c.* make, *&c.* all and every ſuch further and other lawful and reaſonable act, *&c.* **And** that the ſaid *J. W.* his, *&c.* ſhall and will, during all the remainder of the terms of years demiſed and now to come in and by the above recited indenture of leaſe of the 26th of Auguſt 17— made to the ſaid *A. W.* well and truly pay or cauſe to be paid the ſaid yearly rent or ſum of three ſhillings and four-pence thereby reſerved, according to the true meaning of the ſaid leaſe; **And alſo** ſhall and will, during the remainder of the terms of years demiſed, and now to come, in and by the ſecond above recited indenture of leaſe of the 30th of November 17— made alſo to the ſaid *A. W.* well and truly pay or cauſe to be paid the ſaid yearly rent or ſum of three ſhillings and four-pence thereby reſerved, (according to the true meaning of the ſaid leaſe) and ſufficiently indemnify and ſave harmleſs the ſaid *A. C.* his executors, adminiſtrators and aſſigns, and all the premiſes in and by theſe preſents aſſigned and releaſed, from and againſt the payment of the ſaid ſeveral yearly rents, and every of them, and every part of them, and from and againſt all actions, ſuits, diſtreſſes, re-entries, coſts, charges and damages whatſoever, for or in reſpect of the non-payment of the ſeveral yearly rents, or any of them, or any part of them: **And that** the ſaid *J. W.* his, *&c.* ſhall and will pay the ſaid yearly rents of thirty pounds,

Aſſignment, releaſe and confirmation,

Parcels.

Habendum.

Subject, &c.

Covenants done no act.

Good leaſe.

Good right.

Peaceable enjoyment.

Free from incumbrances.

Further aſſurance.

Covenant to pay the rents reſerved,

and to indemnify.

pounds, ſeverally reſerved in and by the ſaid two indentures of leaſe made to the ſaid *A. W.* in caſe the premiſes thereby ſeverally demiſed ſhould be uſed for any of the trades in and by the ſame two leaſes prohibited from being uſed; and perform and keep all the covenants, clauſes and agreements mentioned and contained in and by the ſame two indentures of leaſe made to the ſaid *A. W.* as aforeſaid, on the tenants or leſſees parts to be performed and kept, according to the true intent and meaning of the ſaid leaſes, during all the terms of years now to come in and by the ſame two leaſes, ſo far only as the ſame reſpects and relates to ſo much of the grounds and buildings by the ſaid two leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe preſents aſſigned and releaſed to the ſaid *A. C.* and ſufficiently indemnify and ſave harmleſs the ſaid *A. C.* his, *&c.* and all the premiſes, in and by theſe preſents aſſigned and releaſed, from and againſt the payment and performance of the ſaid rents and covenants, and every of them, and every part of them, ſo far only as the ſame reſpects and relates to ſo much of the grounds and buildings by the ſaid two leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe preſents aſſigned and releaſed to the ſaid *A. C.* as aforeſaid, and from and againſt all actions, ſuits, diſtreſſes, re-entries, coſts, charges and damages whatſoever, for or in reſpect of the non-payment or non-performance of the ſaid rents and covenants, or any of them, or any part of them, ſo far only as the ſame reſpects and relates to ſo much of the grounds and buildings by the ſaid two leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe preſents aſſigned and releaſed to the ſaid *A. C.* as aforeſaid. **And laſtly**, the ſaid *A. C.* doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *J. W.* his, *&c.* by theſe preſents, that in caſe the ſaid *A. C.* hath the cuſtody and poſſeſſion of the two above recited indentures of leaſe of the 26th of Auguſt 17—, and the 30th of November 17—, he the ſaid *A. C.* his executors, adminiſtrators and aſſigns, ſhall and will at all and every time and times hereafter, during the term of years for which the premiſes are by theſe preſents aſſigned, upon the reaſonable requeſt, and at the proper coſts and charges of the ſaid *J. W.* his, *&c.* produce and ſhew, or cauſe the two ſeveral above recited indentures of leaſe made to the ſaid *A. W.* as aforeſaid, to be produced and ſhewed in or before any court or courts of law or equity, or to or before the counſel of the ſaid *J. W.* his, *&c.* to evidence and ſet forth, maintain and ſupport the title of the ſaid *J. M.* his, *&c.* of, in and to the remainder of the pieces or parcels of ground which were demiſed to the ſaid *A. W.* in and by the two ſeveral above recited indentures of leaſe made to him the ſaid *A. W.* as aforeſaid, and which are not in and by theſe preſents aſſigned to the ſaid *A. C.* as aforeſaid. **In Witneſs**, &c.

To produce leaſes.

*(Wood.)*

## *Aſſignment of Stock.*

**This Indenture Tripartite**, made, *&c.* **Between** *Nathaniel Pigott*, of, *&c.* Eſquire, of the firſt part, *M. B.* of, *&c.* ſpinſter, of the ſecond part, and *F. B.* ſpinſter, ſiſter of the ſaid *M. B.* of the third part: **Whereas** *G. W.* late of London, Gentlemen, in and by his laſt will and teſtament, bearing date the 6th day of December, which was in the year of our Lord 1769, after payment of his funerals, debts and legacies therein particularly mentioned, **Did** give and deviſe all the reſt and reſidue of his eſtate, both real and perſonal, to the ſaid *M. B.* her heirs, executors and adminiſtrators; and of his ſaid will did make *T.*——— *G.*——— of C. in the county of H. Eſquire, *T. P.* and *N. P.* of L. Goldſmiths, and the ſaid *Nathaniel Pigott*, and *J. M.* of L. Gentleman, his executors, and ſometime after making his ſaid will, departed this life, as in and by the ſaid will duly proved by the ſaid *T. P.* in his life-time, and ſince his death by the ſaid *Nathaniel Pigott*, in the Prerogative Court of Canterbury, relation being thereunto had, may more fully and at large appear; **And whereas** all the debts of the ſaid *G. W.* and the legacies given by his ſaid will are preſumed to have been paid and ſatisfied; and there now remains perſonal eſtate of the ſaid *G. W.* in the public funds in the name of the ſaid *Nathaniel Pigott*, in truſt for the ſaid *M. B.* as follows, in the books of the Governor and Company of Merchants of Great Britain trading to the South-Sea, and other parts of America, and for encouraging the fiſhery, *&c.* five hundred and ſeventeen pounds five ſhillings and four-pence, capital and principal ſtock in the joint ſtock of the ſaid company, South-Sea Annuities two thouſand ſix hundred and ſixty-ſix pounds ſix ſhillings and one penny, and in the new joint ſtock of the ſaid company, South-Sea Annuities one thouſand five hundred and fifty-one pounds fifteen ſhillings and eleven-pence, and the ſaid *M. B.* hath requeſted the ſaid *Nathaniel Pigott*, to aſſign and transfer all the ſaid ſtock and annuities, (two hundred pounds in the ſaid joint ſtock of South Sea Annuities, which the ſaid *M. B.* doth hereby agree ſhall remain in the name of the ſaid *Nathaniel Pigott*, in the ſaid company's books, to indemnify him againſt all claims or demands that may at any time hereafter be brought againſt him by any creditors or legatees of the *G. W.* and againſt all ſuch coſts, charges and expences, as he hath, or ſhall be put unto in the execution of the truſt in him repoſed by the ſaid will of the ſaid *G. W.* only excepted) *unto* the ſaid *F. B.* her executors, adminiſtrators and aſſigns; *in truſt* for the ſaid *M. B.* her executors, adminiſtrators and aſſigns: **Now this Indenture witneſſeth**, That the ſaid *Nathaniel Pigott*, (at the requeſt, and by the direction of the ſaid *M. B.* teſtified by her being party to, and ſigning and ſealing theſe preſents, **Hath** granted, bargained, ſold, aſſigned, ſet over and transferred, and by theſe preſents **Doth** grant, bargain, ſell, aſſign, ſet over and transfer unto the ſaid *F. B.* the ſaid five hundred and ſeventeen pounds five ſhillings and four-pence, capital South-Sea Stock, the ſaid one thouſand five hundred and fifty-one pounds fifteen ſhillings and eleven-pence, new annuities, and one thouſand eight hundred and ſixty-ſix pounds ſix ſhillings and one penny, part of the ſaid two thouſand and ſixty-ſix pounds ſix ſhillings and one penny, joint ſtock of South-Sea Annuities, together with all the intereſt and dividends now due, or hereafter to grow due for the ſame; **To have, hold**, perceive, receive and enjoy, the ſaid capital ſtock and annuities hereby aſſigned, as aforeſaid, unto the ſaid *F. B.* her executors, adminiſtrators and aſſigns; in truſt nevertheleſs for the ſaid *M. B.* her executors, adminiſtrators and aſſigns; **And the ſaid** *M. B.* for herſelf, her executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *Nathaniel Pigott*, his executors, adminiſtrators and aſſigns, that it ſhall and may be lawful to and for the ſaid *Nathaniel Pigott*, and the ſaid *M. B.* doth by theſe preſents fully empower the ſaid

Recital of the will of G. W.

proved in the Prerogative Court.

Debts and legacies paid.

Funds in the name of Nathaniel Pigott, in truſt for M. B.

Aſſignment to F. B.

Habendum.

In truſt for M. B.

Covenant.

ſaid *Nathaniel Pigott*, his executors, adminiſtrators and aſſigns, to retain in his and their hands two hundred pounds, part of the ſaid two thouſand and ſixty-ſix pounds ſix ſhillings and one penny, joint annuity ſtock, in order to indemnify and reimburſe himſelf all ſuch ſum and ſums of money, coſts, charges and expences, as the ſaid *Nathaniel Pigott* ſhall be put unto, bear, pay, ſuſtain or expend, in or about the execution of the truſts in him repoſed by the ſaid will of the ſaid *G. W.* or otherwiſe relating thereunto: And the ſaid *Nathaniel Pigott*, for himſelf, his executors and adminiſtrators, Doth covenant, promiſe and grant, to and with the ſaid *M. B.* her executors, adminiſtrators and aſſigns, that he the ſaid *Nathaniel Pigott* ſhall and will, as ſoon as conveniently may be, make and transfer in the ſaid company's books of the ſaid capital ſtock and annuities hereby aſſigned, or intended ſo to be, and the intereſt and dividends thereon due and to grow due, unto the ſaid *F. B.* In Truſt nevertheleſs for the ſaid *M. B.* her executors, adminiſtrators and aſſigns, purſuant to the true intent and meaning of theſe preſents. In Witneſs, &c.

that Nath. Pigott may retain 200l. to reimburſe himſelf all coſts occaſioned by the truſt.

Covenant to make the transfer as ſoon as convenient.

In truſt.

*(Pigott.)*

*Aſſignment by two Debtors of Debts in Truſt for their Creditors, with a Releaſe from the Subſcribing Creditors to the Aſſignors; and a Declaration that if the Money due on Bonds and Notes aſſigned to ſome of the Creditors be got in, it ſhall be ſo far in Diſcharge of the Money due to them reſpectively*, &c.

THIS Indenture, made, &c. Between *M. T.* of ——— and *J. M.* of ——— of the one part, and *T. J.* of ——— and *N. F.* of ——— (as well on the part and behalf of themſelves, as of ſuch other of the creditors of the ſaid *M. T.* and *J. M.* who ſhall duly ſign, ſeal and execute theſe preſents, of the other part.) Whereas the ſaid *M. T.* and *J. M.* now are and ſtand juſtly and truly indebted to the ſaid *T. J. N. F.* and ſuch other their creditors executing theſe preſents, in the reſpective ſums of money againſt their reſpective names ſet down, which from ſundry misfortunes they are incapable of diſcharging, otherwiſe than as herein after mentioned: And whereas the ſaid *M. T.* and *J. M.* in order to diſcharge the ſaid debts, and give the utmoſt ſatisfaction to their ſaid creditors which in them lies, have propoſed and offered to aſſign and make over unto the ſaid *T. J.* and *N. J.* for the benefit of themſelves and the reſt of the ſaid creditors, in ſuch manner as herein after is mentioned, all and every the debt and debts, ſum and ſums of money in the ſchedule hereunder written mentioned, due and owing unto them the ſaid *M. T.* and *J. M.* by and from the ſeveral and reſpective perſons in ſuch ſchedule ſo named, and all and every other debt and debts, ſum and ſums of money, on the day of the date of theſe preſents any ways due and owing or belonging unto them, or either of them, or their or either of their own right, or jointly with any other perſon or perſons, either by and from the ſaid ſeveral perſons in the ſchedule reſpectively named, or by or from any other perſon or perſons whomſoever: And whereas the ſaid *T. J.* and *N. F.* as well on the behalf of themſelves, (by the conſent and direction of the ſaid other creditors, teſtified by their reſpective ſigning, ſealing and executing of theſe preſents,) as of the ſaid other creditors, have conſented and agreed to accept the ſaid propoſals and offers: Now this Indenture witneſſeth, that (by the conſent of each of their ſaid creditors, teſtified as aforeſaid) in performance of the ſaid agreement, as alſo in conſideration of the ſaid ſeveral ſums of money ſo due and owing to them the ſaid *T. J.* and *N. F.* and other the ſaid creditors of the ſaid *M. T.* and *J. M.* as of the ſum of five ſhillings a-piece to them the ſaid *M. T.* and *J. M.* in hand well and truly paid by the ſaid *T. J.* and *N. F.* the receipt whereof is hereby acknowledged, and other conſiderations them hereunto moving, they the ſaid *M. T.* and *J. M.* have, and each of them hath bargained, ſold, aſſigned, tranſferred and ſet over, and by theſe preſents do, and each of them doth, as much as in them or either of them lieth, and they lawfully may, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *T. J.* and *N. F.* and the ſurvivor of them, and to the executors, adminiſtrators and aſſigns of ſuch ſurvivor, as well all and every the debt and debts, ſum and ſums of money whatſoever in the ſaid ſchedule mentioned, due and owing unto the ſaid *M. T.* and *J. M.* or either of them, by and from the ſeveral and reſpective perſons therein alſo named, as alſo all and every other debt and debts, ſum and ſums of money whatſoever, at the time of the execution of theſe preſents, in any manner howſoever due, owing or belonging unto the ſaid *M. T.* and *J. M.* or either of them, or their or either of their eſtate or eſtates, either in their or either of their own right, or jointly with any other perſon or perſons, by and from the ſaid ſeveral perſons in the ſaid ſchedule reſpectively named, or by and from any other perſon or perſons whomſoever; And alſo all their, and either of their right, title, intereſt, claim and demand whatſoever, of, in, and to the ſaid premiſes, in any wiſe howſoever; To have and to hold, aſk, demand, ſue for, recover, receive, perceive and take unto the ſaid *T. J.* and *N. F.* and the ſurvivor of them, and to the executors, adminiſtrators or aſſigns of ſuch ſurvivor, for as well all and every the debt and debts, ſum and ſums of money whatſoever in the ſaid ſchedule mentioned, due and owing unto the ſaid *M. T.* and *J. M.* or either of them, by and from the ſeveral and reſpective perſons therein alſo named, and alſo all and every other debt and debts, ſum and ſums of money whatſoever, at the time of the execution of theſe preſents, in any manner howſoever, due and owing or belonging unto them the ſame *M. T.* and *J. M.* or either of them, or their or either of their eſtate or eſtates, either in their or either of their own right, or jointly with any other perſon or perſons, by and from the ſaid ſeveral perſons in the ſaid ſchedule reſpectively named, or by and from any other perſon or perſon whomſoever; In Truſt nevertheleſs to and for the uſes, intents and purpoſes herein after mentioned and declared, (that is to ſay,) In Truſt in the firſt place, to apply and diſpoſe of all and ſingular the aſſigned or hereby intended to be aſſigned premiſes, and of any part and parcel thereof, or of any profit or intereſt or produce thereby or therefrom to be made, had or gotten, well and ſufficiently to ſave, keep harmleſs and indemnified them the ſaid *T. J.* and *N. F.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, and every of them, their and every of their lands, tenements, goods and chattels, and their and every and each of their agents, officers and ſervants, who at any time hereafter by them, any or either of them, ſhall or may be employed in, about, touching or concerning the ſaid truſt, of and from all

Recitals. Indebted to ſeveral perſons ſubſcribers. Propoſal to aſſign debts in ſatisfaction, &c.

Creditors accept of the propoſal.

Conſideration.

Aſſignment.

Habendum.

Upon truſt, 1. To be applied to indemnify the truſtees, &c. from coſts, &c.

all coſts and charges, demands, damages and expences whatſoever, which they, any or either of them ſhall or may bear, pay, ſuſtain, be at or put unto, for, by reaſon or means of theſe preſents, or their or either of their lawful intermeddling in or about the aſſigned premiſes, or in or about the execution of the ſaid truſt; **And then in Truſt** to and for the mutual, equal, or rateable uſe and behoof of the ſaid *T. J.* and *N. F.* and ſuch other of the creditors of the ſaid *M. T.* and *J. M.* as ſhall duly ſign, ſeal and execute theſe preſents, at any time before diſtribution be made of any of the aſſigned premiſes, and to and for no other uſe, intent or purpoſe whatſoever; **And** the ſaid *M. T.* and *J. M.* do hereby for themſelves, their executors and adminiſtrators, jointly and ſeparately covenant, promiſe and grant, to and with the ſaid *T. J.* and *N. F.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor by theſe preſents, that they the ſaid *M. T.* and *J. M.* have not, nor either of them hath, releaſed or diſcharged the ſaid debts or aſſigned premiſes, or any part thereof, neither will they or either of them, their or either of their executors or adminiſtrators, releaſe or diſcharge the ſame, or receive any of the money due thereupon or thereby, without the conſent and by the particular direction and appointment in writing of the ſaid *T. J.* and *N. F.* or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, and that the ſaid debts are now juſtly due and owing unto them, or the one or the other of them; (**And**, &c. *Covenant that the truſtees may peaceably receive the ſaid debts*, Vide Tit. **Covenants.**) **And** the ſaid *M. T.* and *J. M.* do and each of them doth hereby authorize and impower the ſaid *T. J.* and *N. F.* *(truſtees)* and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, in their or either of their names, but for the uſes and purpoſes before mentioned, to aſk, demand, ſue for, recover and receive of the ſaid ſeveral debtors in the ſaid ſchedule named, or other their debtors, their heirs, executors, adminiſtrators and aſſigns, the ſeveral debts and aſſigned premiſes above mentioned, and to have, uſe and take all lawful ways and means whatſoever, in their or either of their names, or otherwiſe, for recovery of the ſaid debts or aſſigned premiſes, and to compound and agree for the ſame, or any part thereof; and acquittances or other ſufficient diſcharges for the ſame, or any part thereof, for them or either of them, and in their or either of their names, to make, ſeal and deliver, and to do all and every other act and acts touching the premiſes, as fully in every reſpect, as if they or either of them were perſonally preſent; and attornies, one or more under them, any or either of them for the purpoſes aforeſaid, to make, and at their or either of their pleaſure to revoke. **And** the ſaid *T. J.* and *N. F.* do hereby ſeverally, and for their ſeveral executors, adminiſtrators and aſſigns, and not the one for the other, or the executors, adminiſtrators or aſſigns of the other, covenant, promiſe and agree, to and with the ſaid other creditors duly executing theſe preſents, their executors, adminiſtrators, and every of them, by theſe preſents, that they the ſaid *T. J.* and *N. F.* and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivors, ſhall and will from time to time, and at all times hereafter, uſe their and each of their beſt means and endeavours by ſuit at law, or otherwiſe, to recover, receive, and get in, all and every the debt and debts, ſum and ſums of money, or other the premiſes hereby aſſigned or intended ſo to be; and ſhall and will from time to time, and at all times hereafter, upon notice or requeſt to be made or given by the ſaid other creditors, or the major part of them, account to and with them at all ſuch times and places, as they or the major part of them ſhall from time to time direct and appoint, for what and how much money or other ſatisfaction, they or either of them ſhall have raiſed or received by virtue of theſe preſents, or otherwiſe, by or out of the ſaid aſſigned premiſes, or what money or other ſatisfaction, they or either of them ſhall have ſo raiſed and received as aforeſaid, ſhall and will pay or cauſe the ſame to be paid to the ſaid other creditors equally with them the ſaid *T. J.* and *N. F.* according to the true intent and meaning of theſe preſents: **And** the ſaid *T. J.* and *N. F.* with the conſent of the ſaid other creditors, teſtified as aforeſaid, do, and each of them doth covenant, promiſe and agree, to and with the ſaid *M. T.* and *J. M.* by theſe preſents, that they the ſaid *T. J.* and *N. F.* after paying and diſcharging the ſaid debts, and the expences and charges attending the execution of the ſaid truſt as aforeſaid, ſhall and will pay or cauſe to be paid unto the ſaid *M. T.* and *J. M.* their executors or adminiſtrators, or to any other perſons whomſoever they ſhall appoint, what ſhall appear (on a fair account ſtated) to be remaining in their hands, over and above all ſuch monies as ſhall be got in, by virtue of theſe preſents; and alſo reſign to them the ſaid *M. T.* and *J. M.* ſuch debts or ſecurities for money hereby aſſigned to them, as ſhall be then unreceived or unaltered, if any be. **And further** the ſaid creditors hereto ſubſcribing do hereby, in conſideration of the premiſes, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors and adminiſtrators, remiſe, releaſe, and for ever quit claim unto the ſaid *M. T.* and *J. M.* and each of them, their and each of their heirs, executors and adminiſtrators, **All** and all manner of action and actions, cauſe and cauſes of action, ſuits, bills, bonds, writings obligatory, debts, dues, duties, accounts, ſum and ſums of money, judgments, executions, extents, quarrels, controverſies, treſpaſſes, damages and demands whatſoever, both in law and equity, or otherwiſe howſoever, which againſt the ſaid *M. T.* and *J. M.* or either of them, they or either of them ever had, for or by reaſon or means of any matter, cauſe or thing whatſoever, from the beginning of the world, unto the ——— day of ———. **And whereas** *A. B.* of, *&c.* ſtood bound unto the ſaid *M. T.* by his bond, in the principal ſum of ———, and *A. H.* by his note of hand, ſtood indebted to the ſaid *J. M.* in the ſum of ———, which bond has been duly aſſigned, and the ſaid note duly indorſed, or otherwiſe ſufficiently made over to the ſaid *N. F.* in part of payment of his debt: **And whereas** *G. E.* ſtood bound to the ſaid *J. M.* by his own bond in the principal ſum of ———, which has been duly aſſigned or made over to *W. W.* one of the ſaid creditors, in part of payment of his debt: **It is hereby** mutually conſented to, agreed, ſubmitted and declared, to be the true intent and meaning of each and every of the parties ſigning theſe preſents, that in caſe the monies due on the ſaid ſecurities, or either of them, ſhall happen to be recovered or got in by the ſaid parties, or either of them, ſo as aforeſaid thereto intitled, that then, and in ſuch caſe, ſuch monies ſo to be gotten in by them, or either of them, ſhall and may be applied by them, or either of them, for and towards diſcharging ſuch debts as are due to them reſpectively only, and that in ſuch caſe they and each of them are to be intitled to the benefit of theſe preſents, for or in reſpect only of ſo much of their reſpective debts as ſhall then remain and be undiſcharged; but in caſe that the ſaid monies due on the ſaid bonds and notes, or any or either of them ſhall happen not to be recovered or got in, then and in ſuch caſe they the ſaid *N. F.* and *W. W.* are to be intitled to the full benefit of theſe preſents equally with the ſaid other creditors. **In Witneſs**, &c.

2. For all the creditors.

That the aſſignees have not diſcharged the ſaid debts, nor will diſcharge the ſame, nor releaſe the money without the truſtees conſent, and that the ſaid debts are owing. Letter of attorney.

That the aſſignees ſhall uſe their beſt endeavours to get in the debts and account with the creditors.

That the Aſſignees (after paying the Aſſignor's debts, &c.) ſhall pay the remainder of the money got in, and reſign ſuch of the debts aſſigned as are unreceived (if any) to the Aſſignors. Releaſe.

Recitals of bonds and notes aſſigned to ſome of the creditors.

Declaration that if the monies due thereon be got in, they ſhall be ſo far in diſcharge of the debts due to them.

*An*

*An Aſſignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in Truſt to pay the ſame as far as they will extend, in Conſideration whereof the ſubſcribing Creditors releaſe the Money due to them reſpectively, with a Proviſo to make the Releaſe void in Caſe the Aſſignor has made any Concealment.*

THIS Indenture made, *&c.* Between *J. C.* of, *&c.* of the one part, and *J. H.* of, *&c.* and *B. S.* of, *&c.* (two of the creditors of the ſaid *J. C.*) on behalf, *&c.* of the other part. Whereas the ſaid *J. C.* now is, and ſtandeth juſtly indebted unto his ſaid creditors executing theſe preſents, the ſeveral debts or ſums of money particularly mentioned and ſet forth againſt their reſpective names in the ſchedule hereunder written, which debts, by reaſon of ſeveral great loſſes and other misfortunes, he the ſaid *J. C.* is rendered uncapable of making full payment thereof to his ſaid creditors: And whereas the ſaid *J. C.* being willing and deſirous to pay and ſatisfy to his creditors their reſpective debts, ſo far as his ſtock in trade, houſhold goods and debts due and owing to him will extend and amount unto, hath made out a juſt account thereof, contained in three ſeveral papers marked A. B. and C. all of them of even date herewith, and ſigned by him the ſaid *J. C.* and hath propoſed and agreed to make an abſolute aſſignment of the ſame unto and amongſt the ſaid creditors, for and towards payment and ſatisfaction of their ſaid reſpective debts, in ſuch manner as herein after is mentioned: Whereupon the ſaid creditors having conſidered the misfortunes and preſent condition of the ſaid *J. C.* and of his being willing to aſſign the ſaid houſhold goods, ſtock in trade and debts, towards payment of their ſaid reſpective debts, and that he is not otherwiſe capable to make or give them any further or better ſatisfaction and payment, than by and with the ſame, they the ſaid creditors have conſented and agreed to accept and take an aſſignment of the ſaid houſhold goods, ſtock in trade and debts in the ſaid three ſeveral papers mentioned, in the names of the ſaid *J. H.* and *B. S.* in truſt as well for themſelves as for all other the creditors of the ſaid *J. C.* executing hereof, in full payment, ſatisfaction and diſcharge of the ſaid ſeveral debts and ſums of money, ſo now due to them from the ſaid *J. C.* as aforeſaid, in the proportions and according to the *quantum* of their reſpective debts, in ſuch manner as hereafter is expreſſed; And that they the ſaid creditors will give ſuch general releaſe to the ſaid *J. C.* as herein after mentioned; *ſubject nevertheleſs* to the proviſo herein after contained: Now this Indenture witneſſeth, that the ſaid *J. C.* (in purſuance of his aforeſaid propoſal and agreement, and to the end, intent and purpoſe aforeſaid, and for and in conſideration of the ſum of ten pounds, of, *&c.* Hath bargained, *&c.* and by, *&c.* (at the requeſt, and by the direction, nomination and appointment of the ſaid other creditors of the ſaid *J. C.* teſtified by their executing hereof,) Doth fully, freely, clearly and abſolutely bargain, *&c.* unto the ſaid *J. H.* and *B. S.* All the goods, ſtock in trade, houſhold goods, debts, ſum and ſums of money and effects belonging to, and now due and owing to him the ſaid *J. C.* as are in the ſaid three ſeveral papers ſigned by him, and bearing even date herewith, particularly mentioned and ſet forth; and all the right, title, intereſt, poſſeſſion, benefit, advantage, profit, property, claim and demand whatſoever or howſoever, of him the ſaid *J. C.* of, in and to the ſaid hereby aſſigned premiſes, and every part and parcel thereof; To have, hold, take, receive and enjoy, the ſaid ſtock in trade, houſhold goods, debts, ſums of money, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned premiſes, unto and to and for the only uſe and benefit of them the ſaid *J. H.* and *B. S.* their executors, adminiſtraters and aſſigns, from henceforth for evermore, and to which they are hereby intended to have a legal right and property: Nevertheleſs to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned, that is to ſay, Upon truſt, that they the two truſtee-creditors the ſaid *J. H.* and *B. S.* and the ſurvivor of them, or his aſſigns, ſhall and do, as ſoon as conveniently may be, by one or more ſale or ſales, abſolutely ſell and diſpoſe of all and ſingular the hereby aſſigned houſhold goods and ſtock in trade, to ſuch perſon or perſons as will buy the ſame, and for the moſt monies that can be got for the purchaſe thereof; And from and after ſuch ſale or ſales, Then upon further truſt, that they the ſaid truſtee-creditors, ſhall and do retain, pay, apply and diſpoſe, as well of the monies ariſing by ſuch ſale or ſales, as alſo of the ſaid hereby aſſigned debts, when and as the ſame ſhall be by them got in and received, in manner as follows, to wit, in the firſt place to deduct and retain thereout all ſuch coſts, charges, damages and expences, as they the ſaid truſtee-creditors ſhall neceſſarily expend, pay, ſuſtain and be put unto, touching their diſpoſing, recovering, receiving and paying of the ſaid hereby aſſigned goods, ſtock in trade, debts and premiſes; And from and after ſuch deduction thereout, and ſubject thereunto, Then upon this further truſt, that they the ſaid truſtee-creditors, and the ſurvivor, *&c.* ſhall and do retain and pay all the reſidue of the ſaid monies and premiſes, to and between themſelves, and amongſt all and every other the creditors of the ſaid *J. C.* executing theſe preſents, in equal proportions, according to the quantum of their reſpective debts in the ſaid ſchedule hereunder written, mentioned and ſet forth, as far as the ſame will extend to pay and ſatisfy, according to the true intent and meaning of theſe preſents, and upon no other truſt, intent or purpoſe whatſoever. And for the better and more effectual enabling the ſaid truſtee-creditors to recover and receive the ſaid hereby aſſigned debts, monies and premiſes, upon the truſts aforeſaid, he the ſaid *J. C.* hath, and by theſe preſents doth make, *&c.* the ſaid *J. H.* and *B. S.* his true and lawful attorney, *&c.* to aſk, *&c.* of and from the ſeveral perſons named in one of the ſaid three papers, and numbered, *&c.* the ſeveral ſums of money therein mentioned to be due to him the ſaid *J. C.* and upon non-payment, *&c.* and upon recovery and aeceipt thereof, *&c.* and finally he the ſaid *J. C.* doth hereby give, *&c.* his full, *&c.* power, *&c.* and he doth hereby ratify, *&c.* nevertheleſs upon the ſeveral truſts aforeſaid. And this Indenture further witneſſeth, that they the ſaid creditors executing theſe preſents (in purſuance and performance of their part of the ſaid recited agreement, and in conſideration of the aſſignment herein before made by him the ſaid *J. C.* of his houſhold goods, ſtock in trade, debts and effects, for the end, intent, truſts and purpoſes aforeſaid, and for other good and valuable cauſes and conſiderations them thereunto moving) Do, and each of them for him and herſelf, ſeverally and not the one for the other, and for his, her and their own reſpective executors and adminiſtrators, and his, her and their own acts only, doth hereby accept and take the ſaid hereby aſſigned houſhold goods, ſtock, debts and effects, in full payment, ſatisfaction and diſcharge of their ſaid

Recitals.
In debt.
Unable to pay.
Willing to aſſign ſtock in trade, &c.
Account thereof made out.
The creditors willing to accept of aſſignment in full,
and to give a releaſe.
1ſt Conſideration, Mr. C.'s aſſignment of his effects to the two truſtee-creditors.
Habendum.
Truſts.
Goods, &c. to be ſold.
Charges to be deducted.
Reſidue to be divided amongſt creditors.
Letter of attorney.
2d Conſideration, whereby creditors accept of premiſes in full of their debts.

General releaſe to the aſſignor.

ſaid ſeveral and reſpective debts ſo now due and owing to them in the ſaid ſchedule menttoned; And they the ſaid ſeveral creditors executing theſe preſents (in further purſuance and full performance of their recited agreement, and for the conſiderations aforeſaid) have, and each and every of them hath, and by theſe preſents for themſelves, ſeverally and reſpectively, and for their ſeveral and reſpective executors and adminiſtrators, do, and each of them doth, freely, clearly and abſolutely remiſe, releaſe, diſcharge, and for ever quit-claim, unto the ſaid *J. C.* his executors and adminiſtrators, as well their and each and every of their reſpective debts in the ſaid ſchedule hereunder written, mentioned and ſet forth againſt their reſpective names, and alſo of and from all and all manner of action and actions, ſuit and ſuits, cauſe and cauſes of action and ſuit, both at law and in equity, which they the ſaid creditors executing theſe preſents, any or either of them, their, any or either of their executors or adminiſtrators, now have, ever had, or at any time hereafter can, ſhall or may have, claim, challenge or demand againſt the ſaid *J. C.* his executors or adminiſtrators, for, by reaſon or on account of their ſaid ſeveral debts ſo now reſpectively due to them as aforeſaid, or for, by reaſon or on account of any other matter, cauſe or thing whatſoever, from the beginning of the world to the day of the date of theſe preſents. Provided always, and theſe preſents are upon this expreſs condition, and it is hereby declared to be the true intent and meaning of theſe preſents, that in caſe any of the ſaid creditors, parties hereto, ſhall at any time within the ſpace of —— now next enſuing make it appear, and fully and plainly prove, that he the ſaid *J. C.* hath ſecreted and concealed any part of his preſent eſtate and effects to the ſum or value of ten ſhillings, (over and above the houſhold goods, ſtock, debts and effects by him thereby aſſigned upon the truſts aforeſaid) the ſaid general releaſe, herein before given to the ſaid *J. C.* as aforeſaid, ſhall be void and of no effect, to all intents, conſtructions and purpoſes whatſoever; and that then and from thenceforth every creditor, party hereto, ſhall be intitled to his full and whole debt in the ſaid ſchedule mentioned, and ſhall and may have full power and authority, at any time then after, to commence any action or ſuit againſt him the ſaid *J. C.* his executors and adminiſtrators, for the recovering and receiving of the ſame, as if ſuch general releaſe had never been to him given; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And laſtly, each of them the ſaid *J. H.* and *B. S.* for themſelves, their executors and adminiſtrators, do and doth hereby covenant, promiſe and agree, to and with each and every of them the ſaid creditors of the ſaid *J. C.* executing theſe preſents, their reſpective executors, adminiſtrators and aſſigns, that they the ſaid *J. H.* and *B. S.* their, *&c.* ſhall and will from time, *&c.* when and as often as any monies ſhall come to their hands, by virtue of the aſſignment hereby made to them of the ſaid premiſes as aforeſaid, (after ſuch deduction thereout as aforeſaid,) well and truly ſhare, divide and pay the ſame to and between themſelves, and amongſt all other the ſaid creditors executing theſe preſents, in equal proportions, according to the *quantum* of their and every of their reſpective debts, as the ſame are mentioned and ſet down in the ſaid ſchedule hereunder written, according to the truſts aforeſaid, and the true intent and meaning of of theſe preſents. In Witneſs, &c.

Proviſo that if it ſhould be found that the aſſignor has concealed any effects, the releaſe to be void, and he may be ſued, &c.

Truſtee-creditors covenant to pay the money according to the truſts.

The ſchedule of the debts due from the ſaid *J. C.* to his creditors executing hereof, and to which the above written indenture refers,

*An Aſſignment of a new-built Houſe, Way, &c. by the Builders. One of whom had formerly aſſigned his Intereſt to the other; but they both join in this Deed, with proper Covenants.*

The parties.

THIS Indenture Tripartite, made the 8th day of January, in the nineteenth year, *&c.* and in the year of Lord 1779, Between *Adam Alton* of the pariſh of St. Andrew, Holborn, in the county of Middleſex, Glazier, of the firſt part, *Benjamin Brown* of the ſame pariſh, Shoemaker, of the ſecond part, and *Cæſar Cann* of Lincoln's Inn, in the county of Middleſex, Eſquire, of the third part.

A recital of a leaſe made of the ground,

Whereas by indenture bearing date on or about the 9th day of Auguſt, which was in the year of our Lord 1777, and made, or mentioned to be made between *Dorothy Diggs* of the pariſh of St. James, within the liberty of Weſtminſter, in the ſaid county of Middleſex, formerly the widow and relict of *Edward Erle*, Eſquire, deceaſed, of the one part, and the ſaid *Adam Alton* and *Benjamin Brown* of the other part, Reciting as therein is recited; and in particular, that the ſaid *Adam Alton* and *Benjamin Brown*, or one of them, had undertaken to erect and build at his or their own proper coſts and charges, or at the proper coſt and charges of one of them, One good, uniform and ſubſtantial brick-houſe, meſſuage or tenement, and other buildings upon part of the ground therein after particularly mentioned to be demiſed, and herein after mentioned or intended to be hereby aſſigned, fronting weſt on Bedford-Row, and containing in depth two hundred feet of aſſize, little more or leſs, and in breadth or front from north to ſouth thirty feet of aſſize, little more or leſs, and lying diſtant from Bedford-Row, ground twenty feet of aſſize, little more or leſs, and that they had accordingly laid the ſecond floor thereof above the ground, ſhe the ſaid Dame *Dorothy Diggs* did for the conſiderations in the ſaid indenture mentioned, demiſe, grant, ſet, and to farm let, unto the ſaid *Adam Alton* and *Benjamin Brown*, their executors, adminiſtrators and aſſigns, All that piece or parcel of ground, being part and parcel of a certain cloſe or field called Allibon Field or Jockey Field, ſituate, lying and being in the pariſh of St. Andrew, Holborn, containing in front from north to ſouth, fronting weſt on a ſtreet called Bedford-Row, thirty feet of aſſize, (little more or leſs,) and in depth from weſt to eaſt two hundred feet of aſſize, (little more or leſs,) and adjoining north on a meſſuage or tenement then in building, or then lately built by *Francis Finder*, Bricklayer, and ſouth on a meſſuage or tenement then built or in building by *George Gill*, Pavior; Which ſaid piece or parcel of ground thereby demiſed, or intended to be thereby demiſed, is more particularly deſcribed by a plan or plot-form thereunto annexed; Together with all ways, paths, paſſages, waters, watercourſes, lights, eaſements, profits, commodities, advantages, emoluments and appurtenances whatſoever, to the ſaid piece or parcel of ground, meſſuage or tenement, buildings and premiſes thereon to be erected and built, belonging, or in any wiſe appertaining, Together alſo with the uſe of the waſte ground (or way) of that part of the ſaid field or cloſe formerly railed out from the ſaid cloſe at the north end of Brownlow Street, being a paſſage leading from the field gate of Gray's Inn towards Red Lion Street, containing in depth from the end of the ſaid ſtreet called Brownlow Street unto the ſaid field

when the ſame was building.

Reference to a plan annexed. General words.

field or cloſe ſixty feet of aſſize, (little more or leſs,) and in breadth two hundred feet of aſſize, (little more orleſs,) ſet out for the common uſe of the inhabitants of the ſaid ſtreet, for coaches and carts to turn and ſtand upon in common with the inhabitants of the ſaid ſtreet; **And alſo** free liberty of a way to paſs and repaſs with coaches, carts, carriages and horſes, to and from Holborn through Brownlow Street, and by, through and along the two new ways to be made at the north-eaſt and north-weſt ends of the ſaid field over Mr. *Metcalfe*'s ſlip of ground there; **To hold** unto the ſaid *Adam Alton* and *Benjamin Brown*, their executors, adminiſtrators and aſſigns, from the feaſt-day of the *Annunciation* of the bleſſed Virgin *Mary* laſt paſt, before the date of the ſaid recited indenture, for the term of ſixty-one years, at and under the yearly rent or ſum of ten pounds of lawful money of Great Britain, payable quarterly as therein is mentioned: **As** by the ſaid recited indenture, relation being thereunto had, may more at large appear. **And whereas** by a certain writing or deed poll, bearing date the 24th day of June 1778, and indorſed on the ſaid recited indenture, the ſaid *Benjamin Brown*, in conſideration that the ſaid *Adam Alton* had then (at his own proper coſts and charges) erected and built a new brick meſſuage or tenement, and other erections and buildings on the piece or parcel of ground in the ſaid recited indenture mentioned and deſcribed, and thereby demiſed, and for other the conſiderations in the ſame deed poll mentioned, **Did** bargain, ſell, aſſign, ſet over and releaſe unto the ſaid *Adam Alton*, his executors, adminiſtrators and aſſigns, **All his** the ſaid *Benjamin Brown*'s moiety, or one half-part or ſhare of and in **All** the ſaid piece or parcel of ground, and the ſaid meſſuage or tenement, and other erections and buildings thereupon erected and built aforeſaid, with their appurtenances; **And all** his eſtate, term and intereſt therein, both in law and equity; **To hold** unto the ſaid *Adam Alton*, his executors, adminiſtrators and aſſigns, from thenceforth, for all the reſidue and remainder of the term of years therein then to come. **And whereas** the ſaid meſſuage or tenement was ſoon after the date of the ſaid recited deed poll burnt down and demoliſhed by fire, and the ſame hath ſince been rebuilt by the ſaid *Adam Alton*, at his own proper coſt and charges. **And whereas** the ſaid *Cæſar Cann* hath lately contracted and agreed with the ſaid *Adam Alton* for the abſolute purchaſe of the meſſuage or tenement, erections and buildings erected and built on the ſaid ground and premiſes in and by the ſaid recited indenture demiſed as aforeſaid, together with the ſame ground for the reſidue of the ſaid term of ſixty-one years therein, for the ſum of two thouſand pounds of lawful money of Great Britain. **Now this Indenture witneſſeth,** That for and in conſideration of the ſaid ſum of two thouſand pounds of lawful money of Great Britain to the ſaid *Adam Alton* in hand paid by the ſaid *Cæſar Cann*, at or before the enſealing and delivery hereof, with the privity, conſent and agreement of the ſaid *Benjamin Brown*, (teſtified by his being a party to, and his ſealing and delivery of theſe preſents) the receipt and payment of which ſaid ſum of two thouſand pounds the ſaid *Adam Alton* doth hereby acknowledge, and thereof, and of every part thereof doth acquit, releaſe and diſcharge the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, for ever by theſe preſents, **And** for and in conſideration of the ſum of five ſhillings of like money to the ſaid *Benjamin Brown* in hand likewiſe paid by the ſaid *Cæſar Cann* at or before the enſealing and delivery of theſe preſents, the receipt whereof he the ſaid *Benjamin Brown* doth hereby acknowledge, **He** the ſaid *Adam Alton*, and at his requeſt, and by his direction and appointment, teſtified by his being a party to, and his ſealing and delivery of theſe preſents, the ſaid *Benjamin Brown* **have**, and each of them **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Do**, and each of them **doth** bargain, ſell, aſſign, tranſfer and ſet over unto the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, **All the ſaid** piece or parcel of ground, and other the premiſes, in and by the ſaid recited indenture demiſed, or mentioned or intended to be demiſed as aforeſaid; **And alſo** the ſaid meſſuage or tenement, erections and buildings thereupon erected and built, with their and every of their appurtenances, **And** the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part thereof, **And all** the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim and demand whatſoever, both in law and equity, of them the ſaid *Adam Alton* and *Benjamin Brown*, or either of them, of, in, to, or out of the ſaid meſſuage or tenement, buildings, piece or parcel of ground and premiſes mentioned, or intended to be hereby aſſigned, or any of them, or any part or parcel thereof, by force or virtue of the ſaid recited indenture and deed poll, or either of them, or otherwiſe howſoever, together with the ſame indenture and deed poll; **To have and to hold** the ſaid meſſuage or tenement, buildings, piece or parcel of ground, and all and ſingular other the premiſes mentioned, or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ſixty-one years therein, ſubject nevertheleſs to the rent and covenants in the ſaid recited indenture of leaſe reſerved and contained, and which from henceforth on the tenant's or leſſees's part are to be paid, done and performed. **And the ſaid** *Benjamin Brown* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, that he the ſaid *Benjamin Brown* hath not at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the ſaid meſſuage or tenement, ground and premiſes mentioned, or intended to be hereby aſſigned, or any of them, or any part thereof, or the ſaid term of ſixty-one years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever (except the ſaid recited releaſe made to the ſaid *Adam Alton* in and by the ſaid recited deed poll as aforeſaid.) **And the ſaid** *Adam Alton* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, in manner and form following; (*that is to ſay*,) That the ſaid recited original indenture of leaſe is a good and ſufficient leaſe, valid in the law, of and for the ſaid meſſuage or tenement, buildings, piece or parcel of ground, and other the premiſes mentioned, or intended to be hereby aſſigned, not forfeited, ſurrendered, or any ways avoided or avoidable; **And alſo**, that they the ſaid *Adam Alton* and *Benjamin Brown*, or one of them, for and notwithſtanding any matter or thing by them, or either of them, done, committed, or ſuffered to the contrary, have or hath, at the time of the enſealing and delivery of theſe preſents, in themſelves, or one of them, good right, full power, and lawful and abſolute authority, to bargain, ſell, aſſign and ſet over the ſaid meſſuage or tenement, buildings, piece or parcel of ground, and other the premiſes mentioned, or intended to be hereby aſſigned, with their appurtenances, unto the ſaid *Cæſar Cann*, his executors, adminiſtrators and

An aſſignment of the moiety of the leaſe from one leſſee to the other recited;

and that the houſe was burnt, and rebuilt.

The agreement for the purchaſe of the leaſe recited.

The conſideration.

The aſſignment by both the leſſees.

To hold to the aſſignee.

The leſſee who had aſſigned his moiety, covenants that he hath not done any thing to incumber.

The other leſſee covenants that the leaſe is valid.

and that they have good power to aſſign;

aſſigns, for all the reſt and reſidue yet to come and unexpired of the ſaid term of ſixty-one years therein; And further, that it ſhall and may be lawful, to and for the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter, during the continuance of the ſaid term, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement, buildings, piece or parcel of ground, and other the premiſes mentioned, or intended to be hereby aſſigned, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ſixty-one years therein, without the lawful let, ſuit, trouble, denial, eviction or interruption of or by the ſaid *Adam Alton* and *Benjamin Brown*, or either of them, their or either of their executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim, from, by or under, or in truſt for them or any of them; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Adam Alton*, his heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended and kept harmleſs, and indemnified, of, from and againſt all former and other grants, bargains, ſales, leaſes, mortgages, ſtatutes, recognizances, judgments, extents, executions, and of, from and againſt all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Alton* and *Benjamin Brown*, or either of them, their or either of their executors, adminiſtrators or aſſigns, or by any other perſon or perſons lawfully claiming or to claim, from, by or under them or either of them, (the rents and covenants in the ſaid recited indenture of leaſe reſerved and contained, and which from henceforth on the tenants or leſſees part are to be paid, done and performed, only excepted and foreprized.) And moreover, that they the ſaid *Adam Alton* and *Benjamin Brown*, and each of them, their and each of their executors and adminiſtrators, and all and every other perſon and perſons having or lawfully claiming, or which ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt of, in, to or out of the ſaid meſſuage or tenement, piece or parcel of ground, and other the premiſes mentioned, or intended to be hereby aſſigned, or any of them, or any part thereof, from, by or under, or in truſt for them, or either or any of them, ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *Cæſar Cann*, his executors, adminiſtrators or aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds and things, devices, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect and abſolute aſſigning and aſſuring of the ſaid meſſuage or tenement, piece or parcel of ground, and other the hereby aſſigned premiſes, with their appurtenances, unto the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid term of ſixty-one years therein, as by the ſaid *Cæſar Cann*, his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further aſſurances contain in them no further or other covenants than are in theſe preſents contained, and ſo as the party or parties, who ſhall be deſired or requeſted to make ſuch further aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five miles from his or their then reſpective dwellings or places of abode; And the ſaid *Cæſar Cann* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *Adam Alton*, his executors and adminiſtrators, that he the ſaid *Cæſar Cann*, his executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of the ſaid term of ſixty-one years, pay the yearly rent of ten pounds, and perform, fulfil and keep all and every the covenants, grants and agreements in the ſaid recited indentures of leaſe contained, which from henceforth by and on the parts and behalfs of the leſſees or aſſignees of the premiſes mentioned or intended to be hereby aſſigned, are or ought to be hereby performed and kept, according to the purport, true intent and meaning of the ſaid recited indenture of leaſe, and of and from the ſame rent, covenants and agreements, and all and every breach, default or neglect of or in the payment or performance thereof, which ſhall at any time or times hereafter happen to be made or done, ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Adam Alton* and *Benjamin Brown*, and each of them, their and each of their heirs, executors and adminiſtrators, and their and every of their lands and tenements, goods and chattels. In Witneſs, &c.

And for quiet enjoyment.

Free from incumbrances.

(except rents and covenants.)

And for further aſſurances.

The aſſignee covenants to pay the rents, and perform covenants.

(*Horſeman.*)

*Aſſignment of two Leaſes, as a further Security for Eight Hundred Pounds and Intereſt, before ſecured by ſeveral Deeds, alſo of Policies.*

THIS Indenture, &c. Between *M. B.* of, &c. of the one part, and *J. N.* of, &c. of the other part. Whereas, &c. (*Recital of two leaſes to* J. N.) Now this Indenture witneſſeth, That for and in conſideration of the ſum of eight hundred pounds of, &c. to the ſaid *M. B.* in hand well and truly lent and paid by the ſaid *J. N.* at, &c. before the ſealing and delivery of theſe preſents, being the ſame ſum of eight hundred pounds mentioned to be the conſideration monies of two ſeveral indentures bearing even date with theſe preſents, the one quadrupartite, and made or mentioned to be made between, &c. (*The parties with their additions*) and the other of the ſaid indentures being tripartite, and made, &c. (*The like*) the receipt of which ſaid ſum of eight hundred pounds he the ſaid *M. B.* doth hereby acknowledge, and thereof, &c. He the ſaid *M. B.* Hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Doth, &c. unto the ſaid *J. N.* his executors, &c. The ſaid two pieces or parcels of ground before mentioned to be reſpectively demiſed by the ſaid indentures of the 12th and 14th days of, &c. and the ſaid laſt before mentioned piece of ground before menrioned to have been purchaſed by the ſaid *M. B.* of and from the ſaid *W. W.* and the ſaid two meſſuages or tenements, and all other erections and buildings upon the ſaid before mentioned pieces of ground, either or any of them, or upon any part of them, or of either or any of them, erected, built, ſtanding or being, or to be erected or built, and

Conſideration.

Aſſignment. Parcels.

and every part and parcel thereof, with their and every of their appurtenances; **And** alſo all the eſtate, *&c.* together with the ſaid herein before in part recited indentures of demiſe or leaſe, reſpectively, bearing date, *&c.* and all indentures, deeds and writings whatſoever, whereby or by means whereof the ſaid *M. B.* or any perſon or perſons in truſt for him, is or are poſſeſſed of, intereſted in, or intitled unto; **To have,** *&c.* the ſaid, *&c.* unto, *&c.* from henceforth and during all the reſt, reſidue and remainder of the ſaid ſeveral and reſpective terms of ninety-nine years, yet to come and unexpired, in as full, ample and beneficial manner, to all intents and purpoſes, as he the ſaid *M. B.* his executors or adminiſtrators, might or could have held and enjoyed the ſame premiſes reſpectively, if theſe preſents had not been made. **Provided always, and upon this Condition nevertheleſs,** that if the ſaid *M. B.* his heirs, executors or adminiſtrators, or any of them, do and ſhall well and truly pay, *&c.* unto the ſaid *J. N.* his, *&c.* at or in the now dwelling houſe of *J. H.* in, *&c.* the full and juſt ſum of eight hundred and forty pounds of, *&c.* in manner following, *viz.* the ſum of, *&c.* on, *&c.* without any manner of deduction, defalcation or abatement, for, by reaſon or in reſpect of any parliamentary or other taxes, aſſeſſments or impoſitions, or for or in reſpect of any other cauſe, matter or thing whatſoever; that then and at any time then after, upon the requeſt, and at the proper coſts and charges in the law, of the ſaid *M. B.* his executors, adminiſtrators or aſſigns, ſhall and will transfer and aſſign the premiſes by theſe preſents aſſigned, free and clear, and freely and clearly acquitted and diſcharged of and from all and all manner of charges and incumbrances, had, made, committed, done or ſuffered by the ſaid *J. N.* his executors, adminiſtrators or aſſigns, or any of them, unto or in truſt for the ſaid *M. B.* his executors or aſſigns. **And** the ſaid *M. B.* for himſelf, *&c.* doth covenant, *&c.* that both the ſaid indentures of demiſe or leaſe granted as aforeſaid, to the ſaid *J. N.* for ſo much of the ſaid reſpective terms of ninety-nine years and ninety-nine years in them reſpectively, as are not effluxed or expired, are good, valid and effectual in the law, and not in any manner ſurrendered, forfeited, avoided or made avoidable: **And alſo** that the ſaid *M. B.* now hath in himſelf good right, *&c.* to grant, *&c.* **And** that the ſaid *J. N.* his executors, adminiſtrators and aſſigns, ſhall and may (from and after default made in payment of the ſaid ſum of eight hundred and forty pounds, contrary to the proviſo or condition herein before contained) for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid ſeveral and reſpective terms of ninety-nine years, lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid, *&c.* herein before aſſigned, *&c.* **And** that free, *&c.* **And further,** that the ſaid *M. B.* his, *&c.* ſhall and will, after default made in payment of the ſum of eight hundred and forty pounds, contrary to the true intent and meaning of the proviſo or condition therein before contained, upon the reaſonable requeſt of the ſaid *J. N.* his, *&c.* make, *&c.* (*further aſſurances.*) **And** it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that the ſaid *M. B.* his executors, adminiſtrators and aſſigns, ſhall and may, until failure ſhall be made of or in payment of the ſaid ſum of eight hundred and forty pounds, or ſome part thereof, contrary to the true intent and meaning of the proviſo or condition aforeſaid, peaceably and quietly have, receive and take the rents, iſſues and profits of the ſaid premiſes herein before aſſigned, or mentioned or intended ſo to be, to his and their own uſe and uſes, without any let, *&c.* of or by the ſaid *J. N.* his executors or adminiſtrators; **And** it is declared by and between the ſaid *J. N.* and *M. B.* that the ſaid eight hundred and forty pounds to be paid agreeable to the proviſo herein before contained, and the eight hundred and forty pounds by the indenture *quadrupartite* before mentioned, made payable according to a proviſo therein contained, are not different ſums, but one and the ſame ſum of eight hundred and forty pounds, and that on payment of eight hundred and forty pounds, agreeable to the proviſo herein before contained, as well the premiſes mortgaged by the ſaid indenture *quadrupartite*, as the premiſes hereby mortgaged, ſhall be redeemed and diſcharged from all demands by virtue of each mortgage or aſſignment, or any of them: **And whereas** the ſaid *M. B.* hath inſured the premiſes in the Weſtminſter Inſurance Office for inſuring houſes, chambers, and all other buildings, from loſs by fire within the bills of mortality, and other places adjacent, by two ſeveral policies, one of them bearing date the eighth day of, *&c.* under the hands and ſeals of *T. W.* and *T. Y.* and *J. W.* three of the directors of the ſociety and contributionſhip, and No. 4493, for the ſum of three hundred pounds, upon a brick houſe, then (and now) in the poſſeſſion of the ſaid *M. B.* and the other of the ſaid policies, bearing date the twenty-firſt day of June, *&c.* under the hands and ſeals of *N. M. W. C.* and *T. A.* three other of the ſaid directors, and No. 4494, for the ſum of three hundred pounds, upon a brick houſe in the poſſeſſion of Mr. *S.* for and during the term of ſeven years from the reſpective dates of the ſaid policies, as by the ſaid policies, reference to them being had, may appear: **Now** for the further and better ſecuring of the repayment of the ſaid principal ſum of eight hundred pounds, and the intereſt thereof, he the ſaid *M. B.* **hath** aſſigned, transferred and ſet over, and by theſe preſents **doth** aſſign, transfer and ſet over unto the ſaid *J. N.* his executors, adminiſtrators and aſſigns, both the ſaid policies of inſurance, and the monies by them reſpectively inſured, and which may become due and payable by the ſaid policies, or either of them, and all the eſtate, right, title, intereſt, claim and demand in and to the ſame, or either of them, in any wiſe howſoever; **To have and to hold** the ſame unto the ſaid *J. N.* his executors, adminiſtrators and aſſigns, to his and their own uſe and uſes, ſubject to the proviſo herein before contained. **In Witneſs,** &c.

Habendum.

Proviſo as to the payment of the money and re-aſſigning the premiſes.

Covenants.

Good leaſes.

Good right.

Peaceable enjoyment after default.

Free, &c.

Further aſſurances.

Agreement that till default the aſſignor ſhall enjoy,

and that the ſums in the former and this ſecurity are the ſame, &c.

Recital that the premiſes are inſured.

Aſſignment of the policies.

Habendum.

*Or an Aſſignment of the Policies may be inſerted after Habendum, and before the Proviſo for making void,* &c. *thus:*

**And** this Indenture **further witneſſeth,** That, for the conſiderations aforeſaid, the ſaid *A.* hath and by theſe preſents doth aſſign, transfer and ſet over unto the ſaid *B.* his executors, adminiſtrators and aſſigns, all thoſe three ſeveral inſtruments or policies of inſurance, No. ———, dated the —— day of ——— laſt, whereby the ſaid meſſuage or tenements and premiſes are inſured from loſs by fire, of the Weſtminſter Inſurance Office, and all the eſtate, right, intereſt, property, claim and demand whatſoever of him the ſaid *A.* of, in and to the ſaid policies, and all monies, benefit and advantage whatſoever ariſing and to ariſe by the ſaid policies, any or either of them, and to grow due and be recoverable thereupon, or upon either of them, together with full power and authority for the ſaid *B.* his executors and aſſigns to receive and take the ſame accordingly: **Provided always,** and theſe preſents are upon this condition nevertheleſs,

nevertheleſs, that if the ſaid *A.* &c. that then and from thenceforth (but not otherwiſe) this preſent indenture, and every covenant, clauſe and thing herein contained, ſhall ceaſe, determine, and be abſolutely void and of none effect; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And, &c. *Covenants.*

## *An Aſſignment of an Indenture of Apprenticeſhip by the Executor of the deceaſed Maſter.*

Recital of being bound.

TO all to whom, &c. *John Say* of, &c. Gentleman, executor of the laſt will and teſtament of *Richard Dyde* of, &c. Ironmonger, deceaſed, ſendeth greeting. Whereas *A. B.* (ſon of *C. B.* of, &c.) *Did* of his own free and voluntary will, by and with the advice and conſent of the ſaid *C.* by his indenture of apprenticeſhip, bearing date, &c. put himſelf apprentice to the ſaid *R. D.* in the art, trade or myſtery of an Ironmonger, which he the ſaid *R. D.* then uſed, to be taught and inſtructed, and him the ſaid *R. D.* after the manner of an apprentice to ſerve from the day next before the date of the ſaid recited indentures, for and during and unto the full end and term of ſeven years from thence next enſuing, and fully to be complete and ended; as in and by the ſaid recited indentures of apprenticeſhip it doth and may appear:

Maſter's death.

And whereas the ſaid *R. D.* on or about the, &c. departed this life, having firſt made his laſt will and teſtament in writing, and thereby appointed me the ſaid *J. S.* ſole executor thereof; as in and by the ſaid laſt will and teſtament it doth and may appear:

Executor appointed.

Time ſerved.

And whereas the ſaid *A. B.* hath already ſerved four years, (part of the ſaid term of ſeven years) And that the ſaid *A. B.* may ſerve out the remainder of the ſaid term of his apprenticeſhip, and be fully taught and inſtructed in the ſaid myſtery, art or trade of an Ironmonger, according to the contents of the ſaid indentures;

Aſſignment.

Know ye therefore, that I the ſaid *J. S.* at the requeſt of the ſaid *A.* and by and with the advice and conſent of the ſaid *C. B.* his ſaid father, teſtified by their executing hereof, and for divers other good cauſes and valuable conſiderations me hereunto moving, have granted, aſſigned and ſet over, and by theſe preſents do fully and abſolutely grant, aſſign and ſet over unto *S. P.* of, &c. Ironmonger, All ſuch right, title, duty, term of years yet to come, ſervice and demand whatſoever, which I the ſaid *J. S.* have or hath in or to the ſaid *A. B.* or which I may or ought to have in him by force and virtue of the ſaid indenture of apprenticeſhip, as being executor to him the ſaid *R. D.* as aforeſaid:

Covenant to ſerve the aſſignee,

And Moreover, I the ſaid *J. S.* do by theſe preſents covenant, promiſe and agree, to and with the ſaid *S. P.* his executors and aſſigns, that notwithſtanding any matter or thing by me the ſaid *J. S.* already done or to be done hereafter to the contrary, the ſaid *A. B.* ſhall as an apprentice for and during the ſpace and term of three years from the date of theſe preſents, (being the remainder of the ſaid term of ſeven years) well and truly ſerve the ſaid *S. P.* as his maſter, and his commands lawful and honeſt ſhall do, and from his ſervice ſhall not abſent himſelf day or night during the ſaid term of three years, (remainder of the ſaid term of ſeven years as aforeſaid;)

he finding apparel.

The ſaid *C. B.* during the ſaid term finding and providing for the ſaid *A. B.* his ſaid ſon ſufficient wearing apparel of all ſorts fitting for ſuch apprentice.

Maſter's covenant to teach the apprentice, and find victuals, &c.

And the ſaid *S. P.* for himſelf, his executors and adminiſtrators, doth hereby covenant, promiſe, grant and agree, to and with the ſaid *C. B.* his executors and adminiſtrators, that he the ſaid *S. P.* his ſaid apprentice, the ſaid art, ſcience, trade or myſtery of an Ironmonger, which he now uſeth, ſhall and will not only well and ſufficiently teach and inform, or cauſe to be taught and informed, the beſt way that he may or can, but alſo ſhall and will find and provide for him the ſaid *A. B.* his ſaid apprentice with meat, drink, waſhing and lodging, meet and convenient for ſuch apprentice during the ſaid term of three years, reſidue and remainder of the ſaid term of ſeven years. In Witneſs, &c.

*(Jones.)*

## *An Aſſignment of an Inteſtate's Perſonal Eſtate by the Adminiſtrator, and a Re-aſſignment of it to the Adminiſtrator, in order to alter the Property.*

TO all, &c. I Sir *W. St. J.* of, &c. ſend greeting. Whereas I the ſaid Sir *W. St. J.* upon the deceaſe of my late daughter *E. St. J.* have in due form of law taken out letters of adminiſtration to my ſaid late daughter *E. St. J.* and am thereby intitled to whatſoever perſonal eſtate ſhe died any ways poſſeſſed of, intereſted in, or intitled to; Now theſe Preſents witneſs, that I the ſaid Sir *W. St. J.* intending hereby to alter the property of ſuch perſonal eſtate, have (for the purpoſe aforeſaid, and for and in conſideration of the ſum of five ſhillings of, &c. to me paid by my ſon *W. St. J.* Eſquire, and *W. F.* one of my ſervants, the receipt, &c.) bargained, ſold, aſſigned, transferred and ſet over, and by, &c. do, &c. unto the ſaid *W. St. J.* and *W. F.* their executors, adminiſtrators and aſſigns, All and ſingular the goods, chattels, monies, mortgages, ſecurities, and all other the perſonal eſtate of what nature or quality ſoever the ſame may be, which my ſaid late daughter *E. St. J.* was any ways poſſeſſed of, intereſted in or intitled unto at the time of her deceaſe; To have and to hold the ſaid goods, chattels, monies, mortgages, ſecurities and perſonal eſtate unto the ſaid *W. St. J.* and *W. F.* their executors, adminiſtrators and aſſigns; In Truſt nevertheleſs for me and for my only uſe and benefit. In Witneſs, &c.

*The Re-aſſignment to be indorſed on the Back thereof.*

MEMORANDUM, that we the within named *W. J.* and *W. F.* purſuant to the truſt in us repoſed by the within named Sir *W. J.* and for and in conſideration of the ſum of five ſhillings of, *&c.* to us in hand paid by the ſaid Sir *W. J.* the receipt whereof we do hereby reſpectively acknowledge, Have bargained, ſold, aſſigned, transferred and ſet over, And by theſe preſents Do, and each of us Doth bargain, *&c.* unto the ſaid Sir *W. J.* his executors, *&c.* All the goods, chattels, monies, mortgages, ſecurities, and all other the perſonal eſtate whatſoever, which by the within written deed is or are mentioned or intended to be aſſigned unto us by the ſaid *W. J.* To have and to hold the ſaid goods, chattels, monies, mortgages, ſecurities and perſonal eſtate ſo aſſigned unto us as aforeſaid, unto the ſaid Sir *W. J.* his executors, adminiſtrators and aſſigns, to and for his and their own proper uſe, behoof and benefit. In Witneſs, &c. To be dated —— day next after.

*Another.*

TO all to whom, *&c.* the Right Honourable *T.* Earl of S. ſendeth greeting. Whereas Dame *A. R.* Widow, being poſſeſſed of, intereſted in, and intitled unto a very great perſonal eſtate, did lately depart this life inteſtate, and letters of adminiſtration of the goods and chattels, rights and credits of the ſaid Dame *A. R.* have been duly granted unto the Right Honourable *A.* Counteſs of S. (wife of the ſaid *T.* Earl of S.) out of the Prerogative Court of Canterbury, and thereby the ſaid *T.* Earl of S. in the right of the ſaid Counteſs his wife, is become intitled to whatever perſonal eſtate the ſaid Dame *A. R.* did die any ways poſſeſſed of, intereſted in or intitled unto: Now theſe Preſents witneſs, that the ſaid Earl of S. intending hereby to alter the property of ſuch perſonal eſtate, Hath (for the purpoſes aforeſaid, and in conſideration of five ſhillings of, *&c.* paid to him by *F. E.* Gentleman) bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Doth, *&c.* unto the ſaid *F. E.* his executors, adminiſtrators and aſſigns, All and ſingular the goods, chattels, monies, leaſes, mortgages, ſecurities, ſtocks in the Bank of England, Eaſt-India Company and South-Sea Company, and all monies due and which hereafter ſhall grow due upon any fund or funds in her Majeſty's Exchequer at Weſtminſter, or from any company, or upon any other account whatſoever, from any perſon or perſons whomſoever or bodies politic, and all annuities iſſuing out of her Majeſty's Exchequer, and all other the perſonal eſtate of what nature or quality ſoever the ſame be, which the ſaid Dame *A. R.* was any ways poſſeſſed of, intereſted in, or intitled unto at the time of her deceaſe; To have and to hold the ſaid goods, chattels, monies, leaſes, terms for years, mortgages, ſecurities, ſtocks, annuities and all other the perſonal eſtate whatſoever late of the ſaid Dame *A. R.* unto the ſaid *F. E.* his executors, adminiſtrators and aſſigns; In Truſt nevertheleſs for the ſaid *T.* Earl of S. his executors, adminiſtrators and aſſigns, and for his and their only uſe and benefit. In Witneſs, &c.

*Re-aſſignment indorſed.*

MEMORANDUM, that the within named *F. E.* purſuant to the truſt in him repoſed by the within named *T.* Earl of S. and for and in conſideration of the ſum of five ſhillings of, *&c.* to him paid by the ſaid Earl of S. he the ſaid *F. E.* Hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Doth, *&c.* unto the ſaid *T.* Earl of S. his executors, adminiſtrators and aſſigns, All and ſingular the goods, chattels, monies, leaſes, terms for years, mortgages, ſecurities, ſtocks, annuities, and all other the perſonal eſtate whatſoever, aſſigned or mentioned to be aſſigned to him the ſaid *F. E.* by the within written deed; To have and to hold the ſaid goods, chattels, monies, leaſes, terms for years, mortgages, ſecurities, ſtocks, annuities and perſonal eſtate, unto the ſaid *T.* Earl of S. his executors, adminiſtrators and aſſigns for ever, to his and their own proper uſe, behoof and benefit. In Witneſs, &c. To be dated the day next after the aſſignment above.

(*Wood.*)

*Aſſignment and Diſcharge,* &c. *touching Deviſes and Truſts in a Will,* &c.

THIS Indenture, &c. Between *R. B.* of, *&c.* (one of the deviſees and legatees named in the laſt will and teſtament of *R. B.* late of, *&c.* deceaſed) of the one part, and *J. W.* of, *&c.* (only acting executor of the laſt will and teſtament of the ſaid *R. B.* deceaſed) of the other part. Whereas the ſaid *R. B.* deceaſed, by his laſt will, *&c.* *(Recital of the will:)* And the ſaid teſtator did thereby appoint the ſaid *R. W. T. S.* and *J. W.* executors of his ſaid will, and deſired them to take the guardianſhip of the ſaid *R. B.* party hereto, and of the eſtates thereby deviſed to him, until he attained his age of twenty-four years, as in and by the ſaid in part recited will duly proved by them the ſaid *T. S.* and *J. W.* in the proper Eccleſiaſtical Court, relation, *&c.* And whereas the ſaid *R. W.* one of the ſaid executors, being dead as aforeſaid, and the ſaid *T. S.* one other of the ſaid executors, not having acted in the ſaid executorſhip other than in joining with the ſaid *J. W.* in proving of the ſaid will, he the ſaid *J. W.* hath ſince alone only acted in the ſaid executorſhip, and took upon him the guardianſhip of the ſaid *R. B.* party hereto, and hath paid and applied the rents and profits of the premiſes ſo deviſed, *In Truſt* as aforeſaid, according to the truſts in the ſaid recited will, as by a ſtated account thereof made bearing even date herewith, and allowed and ſigned by the ſaid *R. B.* party hereto, relation, *&c.* And Recital.

whereas the ſame *R. B.* hath attained to his full age of twenty-four years, and he the ſaid *J. W.* before the executing of theſe preſents, hath delivered to the ſaid *R. B.* party hereto, the ſaid, *&c.* ſo given to him as aforeſaid: And whereas the ſaid *J. W.* having diſcharged the truſts in him repoſed by the ſaid will on the behalf of the ſaid *R. B.* party hereto, to be performed, *He* the ſaid *J. W.* at the requeſt of the ſame *R. B. Hath* agreed to aſſign and releaſe to him all his right and intereſt of and in the truſt premiſes, in ſuch manner as herein after is mentioned, and he the ſame *R. B. In conſideration* thereof, *Hath* agreed to give ſuch releaſe and covenant to indemnify the ſaid *J. W.* in manner as herein after alſo is men-

Aſſignment. tioned: Now this Indenture witneſſeth, That the ſaid *J. W.* in purſuance of his ſaid agreement, and for and in conſideration of the ſum of ten ſhillings of, *&c.* the receipt, *&c.* He the ſaid *J. W.* as far as in him lies, or can lawfully do, Hath, and by theſe preſents Doth bargain, ſell, aſſign, alien and releaſe unto the ſaid *R. B.* party hereto, All and every the herein before mentioned meſſuage or tenement, and the rents, iſſues and profits thereof, and all and ſingular other the hereditaments and premiſes, which in and by the ſaid in part recited will were thereby given or deviſed; *In Truſt*, or to or for the uſe and and benefit of the ſaid *R. B.* party hereto, as aforeſaid, *And* all the eſtate, *&c.* by virtue of the ſaid will, or otherwiſe howſoever; To have and to hold all and ſingular the herein before mentioned and intended to be hereby aſſigned and releaſed meſſuages or tenements, rents and premiſes, with their appurtenances, unto and to the uſe of the ſaid *R. B.* party hereto, his heirs, executors and aſſigns from henceforth, for and during all ſuch eſtate and eſtates and intereſts, as he the ſaid *J. W.* now hath, or can or may claim therein by virtue of the ſaid will or otherwiſe; Subject nevertheleſs to the payment of the before mentioned annuity of five pounds and weekly ſum of five ſhillings to the ſaid *W. B.* during his life, and alſo to ſuch uſes, and in ſuch manner as in the ſaid in part recited will are mentioned and expreſſed, and which by virtue of ——— now remains in force, and not performed touching the ſame premiſes: And, &c. *(Covenants, done no act.)* And this Indenture further witneſſeth, That to the intent the ſaid *J. W.* may be releaſed and diſcharged from his truſt aforeſaid, and in conſideration that the before mentioned ——— hath been ſo delivered to him as aforeſaid, the receipt whereof is by him hereby acknowledged, and he thereof doth acquit, *&c.* and alſo in conſideration of the aſſignment ſo hereby made to him as aforeſaid, and alſo in performance of his

Releaſe. before mentioned agreement, He the ſaid *R. B.* party hereto, Hath, and by theſe preſents for himſelf, his heirs, executors and adminiſtrators, Doth abſolutely remiſe, releaſe, diſcharge and for ever quit-claim unto the ſaid *J. W.* his heirs, executors and adminiſtrators, all and every ſum and ſums of money, actions and ſuits, claims and demands whatſoever, both in law and equity, which he the ſame *R. B.* by virtue of the ſaid will, now hath, or can or may have, claim, challenge or demand againſt the ſaid *J. W.* for, upon account, or by reaſon or means of his acting in or of any breach or non-performance made by him of any of the truſts thereby in him ſo repoſed as aforeſaid, and which were by him the ſaid *J. W.* thereby to be paid, done and performed to the ſaid *R. B.* party hereto, or for, by reaſon or on account of any other matter, cauſe or thing whatſoever, from the beginning of the world to the day

A covenant to indemnify, &c. of the date of theſe preſents: And the ſaid *R. B.* party hereto, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant with the ſaid *J. W.* his heirs, executors and adminiſtrators, by theſe preſents, that he the ſame *R. B.* party hereto, his heirs, executors and adminiſtrators, ſhall and will at all times hereafter ſave, keep harmleſs and indemified the ſaid *J. W.* his heirs, executors and adminiſtrators, and his, their and every of their lands, tenements, goods and chattels, of and from all coſts, charges and damages, which ſhall or may at any time hereafter ariſe, happen, come or fall upon him, them, or any of them, or which he, they or any of them, ſhall or may pay, ſuſtain, ſuffer or be put unto, for, by reaſon or on account of the truſt ſo repoſed in him as aforeſaid, or the aſſignment and releaſe by him hereby made, or any thing herein contained, other than and except ——— or any breach of his covenant herein contained. *(Covenant, done no act to incumber the ſaid premiſes.)* In Witneſs, &c.

*(Wood.)*

*An Aſſignment of an Out-ſtanding Term, by way of collateral Security to a Mortgagee who lends Part of the Purchaſe-Money upon a Purchaſe made of the Lands, and after in Truſt for the Purchaſer, and to attend the Inheritance.*

The parties. THIS Indenture Tripartite, made the 22d day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *Arthur Ablon* of Bedfield, in the county of Bedford, Eſquire, executor of the laſt will and teſtament of *Charles Call*, late of Cawton, in the county of Cambridge, Gentleman, deceaſed, who was executor of the laſt will and teſtament of *Denis Call*, late of Cawton aforeſaid, Gentleman, his late father deceaſed, (which ſaid *Denis Call* was the ſurviving truſtee named in the indenture next herein after recited, as to the term of five hundred years thereby demiſed and granted) of the firſt part, *Edward Emms*, late of Endow, in the county of Eſſex, and Citizen and Glover of London, of the ſecond part, *Francis Fiſh*, of Fulworth, in the county of Flint, Eſquire, of the third

A demiſe recited. part, and *Godfrey Gunn*, of London, Diſtiller, of the fourth part. Whereas by indenture dated on or about the 29th day of April, which was in the year of our Lord 1768, *Henry Ablon*, late of Julland, in the ſaid county of Bedford, Eſquire, deceaſed (late father of the ſaid *Arthur Ablon*) for the conſideration therein mentioned, Did demiſe, grant, bargain and ſell unto the ſaid *Denis Call*, *Kenelm Call*, Gentleman,

The parcels. his brother, and *Lewis Linn*, Gentleman, (all three ſince deceaſed) All that cloſe of land, meadow or paſture, commonly called or known by the name of the Old Field, containing, by eſtimation, ſixty acres, (be the ſame more or leſs) then late in the tenure or occupation of one *Thomas Young*. [*Here follow ſeveral deſcriptions and parcels.*] All which lands, grounds, hereditaments and premiſes, are lying

General words. and being in Julland aforeſaid, in the ſaid county of Bedford, Together with all woods, underwoods, commons, common of paſture, ways, waters, eaſements, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatſoever, to the ſame lands, grounds, hereditaments and premiſes, or any of them belonging, or in any wiſe appertaining, or therewith uſed, occupied or enjoyed as part

or

or parcel thereof; **To hold** the ſame unto the ſaid *Denis Call*, *Kenelm Call* and *Lewis Linn*, their executors, adminiſtrators and aſſigns, from and immediately after death of the ſaid *Henry Ablon* for the term of five hundred years, without impeachment of waſte, **In Truſt**, by the ways and means therein mentioned, to raiſe and pay the ſum of two thouſand pounds unto, and for the daughters and younger ſons of the ſaid *Henry Ablon* on the body of *Mary* his then intended and late wife to be begotten, at the times and in manner therein in that behalf mentioned, **And afterwards** in truſt for the ſaid *Henry Ablon*, his heirs and aſſigns, **As** by the ſaid indenture, relation being thereunto had, may more fully appear. **And whereas** the ſaid ſum of two thouſand pounds and all intereſt incurred due for the ſame, hath been ſome time ſince raiſed, and paid unto the younger children of the ſaid *Henry Ablon* by the ſaid *Mary* his late wife, according to the purport and true meaning of the ſaid indenture. **And whereas** the fee-ſimple and inheritance of the ſaid lands, grounds, hereditaments and premiſes, expectant on the ſaid term of five hundred years therein is, (together with other lands and hereditaments in Julland aforeſaid) now legally come to and veſted in the ſaid *Arthur Ablon*. **And whereas** the ſaid *Edward Emms* hath contracted and agreed with the ſaid *Arthur Ablon* for the abſolute purchaſe of all the ſaid lands, hereditaments and premiſes, and all other the real eſtate of him the ſaid *Arthur Ablon* in Julland aforeſaid, for the ſum of ſix thouſand pounds of lawful money of Great Britain. **And whereas** the ſaid *Edward Emms* hath likewiſe contracted and agreed with *Peter Powlen*, Eſquire, for the abſolute purchaſe of the rectory of Julland, and divers freehold and copyhold meſſuages, lands, tithes and hereditaments in Julland aforeſaid, for the ſum of ſix thouſand pounds of like money. **And whereas** the ſaid *Francis Fiſh* hath agreed to lend to the ſaid *Edward Emms* the ſum of four thouſand pounds at intereſt, at the rate of four pounds *per cent. per annum*, on ſecurity of all the ſaid purchaſed premiſes, to enable him to complete his ſaid purchaſes, and for ſecuring the repayment of the ſaid four thouſand pounds and intereſt to the ſaid *Francis Fiſh*, his executors, adminiſtrators or aſſigns, all the ſaid purchaſed premiſes are intended to be forthwith conveyed, ſurrendered and aſſured by way of mortgage in fee unto the ſaid *Francis Fiſh*, and ſuch truſtee or truſtees as he ſhall in that behalf nominate, but ſubject to redemption by the ſaid *Edward Emms*, his heirs, executors or adminiſtrators, on his and their payment of the ſaid ſum of four thouſand pounds and intereſt accordingly. **Now this Indenture witneſſeth**, That in conſideration of the premiſes, and for better ſecuring the payment of the ſaid ſum of four thouſand pounds and intereſt unto the ſaid *Francis Fiſh*, his executors, adminiſtrators or aſſigns, at ſuch times and in ſuch manner, as in ſuch mortgage to be made as aforeſaid ſhall be for that purpoſe limited, and to the end that the now reſidue of the ſaid term of five hundred years may not be merged or extinguiſhed in the freehold and inheritance of the ſaid lands and premiſes in the ſame term comprized, when the ſame ſhall, together with the ſaid other purchaſed lands and hereditaments be conveyed as aforeſaid, but may be preſerved and kept on foot for the purpoſes herein after in that behalf mentioned. **And** in conſideration of five ſhillings of like money to the ſaid *Arthur Ablon*, (in whom the reſidue of the ſaid five hundred years term is now veſted) as executor of the ſaid *Charles Call*, in hand paid by the ſaid *Godfrey Gunn*,, at or before the execution of theſe preſents, the receipt whereof is hereby acknowledged) he the ſaid *Arthur Ablon*, at the requeſt, and by the direction and appointment of the ſaid *Edward Emms*, (teſtified by his being a party to, and ſealing and delivery of theſe preſents) **hath** bargained, ſold, aſſigned and ſet over; and by theſe preſents **doth** (at the nomination of the ſaid *Francis Fiſh*) bargain, ſell, aſſign and ſet over, unto the ſaid *Godfrey Gunn*, his executors, adminiſtrators and aſſigns, **All and every** the ſaid lands, grounds, hereditaments and premiſes in and by the ſaid recited indenture demiſed and granted as aforeſaid, or mentioned ſo to be, with their appurtenances; **And alſo** all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim and demand whatſoever, both at law and in equity of him the ſaid *Arthur Ablon*, of, in, to, or out of the ſame premiſes, or any part thereof, by virtue of the ſaid recited demiſe, and the ſaid wills and executorſhips, or any of them; **To have and to hold** the ſaid lands, grounds, hereditaments, and all and ſingular other the premiſes hereby, or mentioned to be hereby aſſigned, with their appurtenances, unto the ſaid *Godfrey Gunn*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the ſaid term of five hundred years therein, in truſt, in the firſt place, for the ſaid *Francis Fiſh*, his executors, adminiſtrators and aſſigns, for better ſecuring to him and them the repayment of the ſaid ſum of four thouſand pounds ſo by him agreed to be lent to the ſaid *Edward Emms* as aforeſaid, with ſuch intereſt in the mean time for the ſame as aforeſaid, **And** from and after payment thereof, and ſubject thereto, **In Truſt** for the ſaid *Edward Emms*, his heirs and aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean time to attend, wait upon, and go along with the reverſion, freehold and inheritance of the premiſes, in the ſame term comprized, to the end to protect the ſame from all meſne charges and incumbrances, if any be. **And the ſaid** *Arthur Ablon* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Godfrey Gunn*, his executors, adminiſtrators and aſſigns, that he hath not done, committed or ſuffered any act, matter or thing whereby, or by means whereof, the ſaid hereby aſſigned premiſes, or any part thereof, or the ſaid term of five hundred years therein, is, are, ſhall or may be ſurrendered, forfeited, avoided, attached, charged or incumbered. **In Witneſs**, &c.

*(Horſeman.)*

In truſt to raiſe portions for children.

Recital that the money has been raiſed and paid.

And that fee is in the firſt party.

An agreement for the purchaſe recited,

and that the third party has agreed to lend part of purchaſe-money on a mortgage in fee of the now purchaſed lands.

The conſiderations for better ſecuring the money lent, to prevent the merger of the term, &c.

The aſſignment to a truſtee by direction, &c.

Habendum, in truſt in the firſt place to ſecure the money lent.

*An Aſſignment of Articles of Agreement for the Sale of Timber, and the money ariſing therefrom for the Payment of Debts in a Schedule.*

**This Indenture Tripartite**, made, *&c.* **Between** *A. B.* of, *&c.* of the firſt part, *C. D.* of, *&c.* and *E. F.* of, *&c.* of the ſecond part, and *G. H.* of, *&c. J. K.* of, *&c.* of the third part. **Whereas** by articles of agreement indented, bearing date, *&c.* made, *&c. Between* the ſaid *A. B.* of the one part, and *K. E.* of, *&c.* of the other part, *It is witneſſed*, that the ſaid *A. B.* for the conſideration therein after mentioned, *Did* grant, *&c.* unto the ſaid *K. E. All* the merchantable oak-timber then ſtanding and growing in, *&c. In conſideration* whereof the ſaid *K. E. Did* thereby for himſelf, his executors

Recital of the articles.

executors and adminiſtrators, agree to and with the ſaid *A. B.* his heirs, executors and adminiſtrators, that he the ſaid *K. E.* his executors, adminiſtrators or aſſigns, ſhould and would pay, or, *&c.* unto the ſaid *A. B.* his, *&c.* for the ſaid timber, after the rate of ——— *per* ton. *And* it is thereby mutually covenanted, *&c.* by, *&c.* That the ſaid timber ſhould be meaſured according to cuſtom fifty feet per ton, round meaſure; *And alſo* the ſaid parties *Did* thereby agree for themſelves, *&c.* that the ſaid timber ſhould be felled, *&c.* (*Reciting the whole agreement:*) **Now this Indenture witneſſeth**, that the ſaid *A. B.* for the further and better ſecuring the payment of all the debts mentioned and contained in the

Aſſignment. ſchedules hereunto annexed, and for and in conſideration of the ſum of, *&c.* he the ſaid *A. B.* **hath** bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* **Doth**, &c. unto the ſaid *C. D.* and *E. F.* their, *&c.* **The** ſaid recited articles of agreement made between him the ſaid *A. B.* and the ſaid *K. E.* and all monies hereafter due, payable or to be paid thereupon, and the full benefit, profit and advantage thereof, from and after, *&c.* laſt paſt, the payment then due being to be made to the ſaid *A. B.* to and for

Habendum. his own uſe; **To have and to hold** the ſaid articles, and all the ſaid monies due and payable, or to be paid thereupon, and the full benefit, profit and advantage thereof, unto the ſaid *C. D.* and *E. F.* their executors,

Truſts. adminiſtrators and aſſigns, **Upon the Truſts nevertheleſs**, and to and for the uſes, intents and purpoſes herein after mentioned, expreſſed and declared concerning the ſame: **And** it is hereby declared and agreed by, *&c.* all, *&c.* that the ſaid recited articles and the benefit thereof, and of the money thereby payable, is and are ſo aſſigned to the ſaid *C. D.* and *E. F.* upon the truſts following, (that is to ſay,) **Upon Truſt** that the ſaid *C. D.* and *E. F.* their executors, *&c.* do and ſhall receive and take of and from the ſaid *K. E.* his, *&c.* all ſuch ſum and ſums of money as ſhall become due and payable by force or virtue of the ſaid articles, and pay and apply the ſame money in diſcharge of the coſts and charges of the truſts hereby created; and after the payment of the ſame, then **Upon Truſt** to pay and diſcharge the principal money and intereſt due to the ſeveral perſons in the ſchedules hereunto annexed, or ſo far as the ſame will extend,

Letter of attorney. in ſuch proportions, *&c.* **And** for the purpoſes aforeſaid the ſaid *A. B.* **hath** made, *&c.* and by, *&c.* **Doth**, &c. the ſaid *C. D.* and *E. F.* his true and lawful attornies irrevocable, *&c.* for him and in his name, or in the names of the ſaid truſtees, their executors and adminiſtrators, but for the purpoſes aforeſaid, to aſk, *&c.* of and from the ſaid *K. E.* **All** ſuch ſum, *&c.* which now are or ſhall grow due and payable to the ſaid *A. B.* his, *&c.* upon or by virtue of the ſaid recited articles, and to take and uſe all lawful ways, *&c.* **In Witneſs**, &c.

(*Wood.*)

## *Aſſignment of a Statute as a Collateral Security.*

Recitals as to the ſtatute from J. L. J. G. and R. G. to E. T. and his defeaſance thereon. Mortgage from J. G. and R. G. to E. T. for 4500l.

**This Indenture Tripartite** made, *&c.* **Between** *C. B.* of, *&c.* of the firſt part, *J. G.* of, *&c.* and *R. G.* of, *&c.* of the ſecond part, and *W. G.* of, *&c.* of the third part. **Whereas** *J. L.* of F. in the County of N. Gentleman, and the ſaid *J. G.* and *R. G.* by their recognizance or writing obligatory in the nature of a ſtatute-ſtaple, bearing date, *&c.* taken and acknowledged before Sir *R. E.* Knight, then Lord Chief Juſtice of his Majeſty's Court of Common Pleas at Weſtminſter, became jointly and ſeverally bound unto the ſaid *E. T.* in the ſum of nine thouſand pounds, of, *&c.* which ſtatute by an indenture of the ſame date was defeaſanced and made void on payment of the ſum of four thouſand five hundred pounds, and intereſt, unto the ſaid *E. T.* his, *&c.* in ſuch manner as in the ſame indenture is mentioned: **And whereas** by an indenture *tripartite*, by way of mortgage, bearing date, *&c.* and made between the ſaid *J. G.* of the firſt part, the ſaid *R. G.* of the ſecond part, and the ſaid *E. T.* of the third part, *in conſideration* of the ſum of two thouſand pounds to the ſaid *J. G.* and of the ſum of two thouſand five hundred pounds to the ſaid *R. G.* reſpectively paid by the ſaid *E. T.* as therein mentioned, the manor of B. *&c.* therein particularly mentioned and deſcribed, were by him the ſaid *J. G.* demiſed and granted unto the ſaid *E. T.* his, *&c.* for the term of five hundred years; and by the ſame indenture, the manor of E. *&c.* and the appurtenances therein particularly mentioned and demiſed, were by the ſaid *R. G.* granted and demiſed to the ſaid *E. T.* his, *&c.* for the term of one thouſand years; **Subject nevertheleſs** to ſeveral proviſoes in the ſaid indenture of mortgage contained, for making void thereof, on payment by them the ſaid *J. G.* and *R. G.* unto the ſaid *E. T.* his executors or aſſigns, of the ſeveral principal ſums of two thouſand pounds and two thouſand five hundred pounds, together with intereſt for the ſame, in ſuch manner as therein is

As to the aſſignment to Mr. C. mentioned: **And whereas** by indenture *quadrupartite* of aſſignment, bearing even date with, and executed immediately before theſe preſents, and made between the ſaid *C. B.* of the firſt part, the ſaid *J. G.* of the ſecond part, the ſaid *R. G.* of the third part, and the ſaid *W. G.* of the fourth part; (*reciting* the herein above recited indenture of mortgage) and that the ſaid ſeveral principal ſums of two thouſand pounds and two thouſand five hundred pounds thereby ſecured to the ſaid *E. T.* (making together the principal ſum of four thouſand five hundred pounds) and the intereſt thereof, had not been paid; and that the ſaid *E. T.* was dead, and that he by his laſt will and teſtament had given and deviſed all his real and perſonal eſtates whatſoever to the ſaid *C. B.* his, *&c.* *Nevertheleſs* upon the ſeveral truſts, intents and purpoſes in his ſaid will mentioned and expreſſed; *And further reciting* (amongſt other things) that the ſaid *W. G.* had at the requeſt of the ſaid *J.* and *R. G.* paid the ſaid ſum of four thouſand five hundred pounds into the Bank of England, in purſuance of an order of the Court of Chancery therein recited; *It is by the ſaid indenture of aſſignment witneſſed*, That in conſideration of the ſaid four thouſand five hundred pounds ſo paid by the ſaid *W. G.* into the Bank of England as aforeſaid, and for five ſhillings a-piece to them the ſaid *C. B. J. G.* and *R. G.* paid by the ſaid *W. G.* the ſaid ſeveral manors, *&c.* and all, *&c.* mentioned and compriſed in the ſaid recited indenture of mortgage, and which were by them the ſaid *J. G.* and *R. G.* thereby reſpectively demiſed to the ſaid *E. J.* his executors and aſſigns as aforeſaid, *are* by the ſaid *C. B.* aſſigned, and by the ſaid *J. G.* and *R. G.* reſpectively, (in purſuance of an order of the Court of Chancery therein recited) granted, ratified and confirmed unto him the ſaid *W. G.* his executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue of the ſaid ſeveral terms of five hundred years and one thouſand years, by them the ſaid *J. G.* and *R. G.* in and by the ſaid recited indenture of mortgage reſpectively granted, of and in the ſaid ſeveral premiſes as aforeſaid; **Subject nevertheleſs** to a proviſo in the ſaid indenture of aſſignment contained for his the ſaid *J. G.* his redemption of his part of the thereby granted and ratified premiſes, on payment

payment by him, his heirs or assigns, unto the said *W. G.* his, *&c.* of the sum of two thousand one hundred pounds, on the several days, and in manner as therein is mentioned; and also subject to another proviso in the same indenture of assignment contained, for his the said *R. G.*'s redemption of his part of the thereby granted and ratified premises, on payment by him, his heirs or assigns, unto the said *W. G.* his executors or administrators, of the sum of two thousand six hundred and twenty-five pounds, on the several days, and in such manner as therein also is mentioned, as in and by the said statute and defeasance thereon, and the said several in part recited indentures of mortgage and assignment (relation being to them respectively had) more at large may appear: **And whereas** previous to his the said *W. G.*'s advancing and paying the said four thousand five hundred pounds into the Bank of England, (being for the proper debt of them the said *J.* and *R. G.*) and as a collateral or further security for payment of the same, and the interest thereof, unto the said *W. G.* according to the several provisoes in the said recited indenture of assignment contained for that purpose, *It was agreed* between the parties thereto, that the said herein above recited statute staple so given to the said *E. T.* as aforesaid, and all monies thereby secured and now vested in the said *C. B.* as executor of his said will, should be by him assigned to the said *W. G. Subject nevertheless* to the several provisoes in the said indenture of assignment contained, and to be defeasanced in such manner as herein after is mentioned and expressed: **Now this Indenture witnesseth**, that in pursuance and performance of the said recited agreement, and in consideration of the said sum of four thousand five hundred pounds so by him the said *W. G.* paid in manner as aforesaid, and also for and in consideration of the sum of five shillings of, *&c.* in hand paid by, *&c.* at, *&c.* the receipt, *&c.* **he** the said *C. B.* at the special instance and request, and by the direction and appointment of the said *J.* and *R. G.* testified, *&c.* **hath** assigned, *&c.* and by, *&c.* he the said *C. B. Doth*, *&c.* unto the said *W. G.* **The** said recited recognizance or statute staple, and all sum and sums of money therein mentioned and thereby secured, and all benefit and advantage whatsoever to be had, made, taken or obtained, upon or by virtue thereof, or of any process, extent, or other execution or executions whatsoever to be thereupon had, taken, sued out and executed; **To have**, hold, receive, take and enjoy the said hereby assigned recognizance or statute staple, monies, extents, and all and singular other the herein before mentioned and intended to be hereby assigned premises unto and to the use of the said *W. G.* his, *&c.* as and for his and their own proper monies for ever; **Subject** to the provisoes aforesaid, **Together** with full power for the said *W. G.* his, *&c.* in the name of him the said *C. B.* to sue, *&c.* any extent, writ or writs of execution, or other process upon the said recognizance or statute staple, against them the said *J. L. J. G.* and *R. G.* any or either of them, their or any or either of their real or personal estates, for the recovering and receiving of all and every the sum and sums of money thereby secured and hereby assigned; and also to release and discharge the same, and to do any act to vacate or make void the said recognizance, and that in as full, *&c.* **Subject nevertheless** to the proviso herein after contained; **And** the said *C. B.* for himself, his executors and administrators, doth covenant and agree, to and with the said *W. G.* his executors, administrators and assigns, by these presents, in manner following; that is to say, that he the said *C. B.* hath not at any time heretofore, nor shall or will at any time or times hereafter (until the said sum of four thousand five hundred pounds, and the interest thereof, shall be fully paid and satisfied unto the said *W. G.* his executors, administrators or assigns,) assign, release or discharge the said hereby assigned recognizance and monies thereby secured, or any part thereof, or any execution or process to be sued or taken out by virtue thereof, without the consent of the said *W. G.* his, *&c.* first had and obtained in writing for that purpose: **Provided always**, and it is hereby agreed and declared, that if each of them the said *J. G.* and *R. G.* shall and do well and truly pay, *&c.* unto the said *W. G.* his, *&c.* the said several sums of two thousand one hundred pounds, and two thousand six hundred and twenty-five pounds, at the place, on the several days, and in manner as the same, in and by the several provisoes in the said recited indenture *quadrupartite* of assignment contained, are mentioned and appointed for payment thereof, according to the true intent and meaning of the same indenture; that then he the said *W. G.* his, *&c.* (at the request and charge of the said *J. G.* and *R. G.* their, *&c.* shall and will do any act to vacate or make void the said recognizance, or else assign the said hereby assigned recognizance, and all and every sum and sums of money thereby secured, unto the said *J. G.* and *R. G.* their executors or administrators, or to such other person or persons as they shall direct or appoint, so as no persons for the doing thereof be compelled to go from his, her or their then place of habitation or abode; **And it is hereby agreed and declared** by the said *W. G.* that no writ of execution, process or any other advantage whatsoever, shall be had or taken against them the said *J. L. J. G.* and *R. G.* any or either of them, their, any or either of their heirs, executors or administrators, or against their, any or either of their goods or chattels, heirs, executors or administrators, or against their, any or either of their goods or chattels, lands, tenements or hereditaments, upon the said hereby assigned recognizance, until default shall be made in payment of the said several sums of two thousand one hundred pounds and two thousand six hundred and twenty-five pounds, or some part thereof, contrary to the true intent and meaning of the said several provisoes in the said recited indenture *quadrupartite* of assignment contained. **And lastly**, the said *W. G.* for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said *C. B.* his executors and administrators, that he the said *W. G.* his executors, administrators or assigns, shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *C. B.* his heirs, executors and administrators, and his, their and every of their goods and chattels, lands and tenements, of, from and against all costs, charges, expences and damages whatsoever, which shall or may at any time hereafter happen or accrue to, or be adjudged, decreed or awarded against him or them, or his or their real or personal estates, for or by reason of any writ, process, proceeding or execution, which shall or may be had, sued or taken out upon the said hereby assigned recognizance, for the recovering and receiving of the said sum of four thousand five hundred pounds and the interest thereof, or of any part thereof, in the name of him the said *C. B.* or otherwise touching or concerning the same. **In Witness**, &c.

As to previous agreement.

Considerations.

Assignment.

Habendum.

Letter of attorney.

Covenants, hath not, nor will release till the money paid to the assignee.

Proviso that if the monies be paid according to the provisoes in the mortgage, then the assignee shall do any act to make void the assigned recognizance.

Agreement that no execution till default in payment.

Covenant to indemnify Mr. B.

*(Wood.)*

*Aſſignment of Equity of Redemption of ſeveral Leaſehold Premiſes from Aſſignees of a Bankrupt to the Adminiſtrator of a Mortgagee, the Mortgage Money and Intereſt (Ground-Rent being in Arrear, and Houſes unfiniſhed) being more than they were worth.*

THIS Indenture, &c. Between *E. R.* of, *&c.* and *L. H.* of, *&c.* (ſurviving aſſignees nominated and appointed in a commiſſion of bankruptcy lately awarded againſt *C. W.* of, *&c.* and *T. C.* of, *&c.* Carpenters and partners) of the one part, and the Right Honourable *T.* Earl of P. and M. (adminiſtrator of all and ſingular the goods, chattels, rights, credits and effects of his late ſiſter the Honourable the Lady *R. H.* late of, *&c.* ſpinſter, deceaſed) of the other part. Whereas, &c. *(Recitals of the firſt leaſe, of a piece of ground and meſſuage thereon,* No. 7, *in* M. Row, *in* T. *Then the ſecond leaſe, of another piece of ground and eight meſſuages,* &c. *in the ſame place:)* And whereas by indenture of aſſignment, by way of mortgage, *&c. (Then the mortgage of the two houſes for three hundred pounds.)* And whereas by one other indenture of leaſe, *&c. (Then the third leaſe of the ſix houſes,* &c.) And whereas, &c. *(Then the mortgage of the third houſe for one hundred pounds)* as in and by the ſaid ſeveral in part recited indentures of leaſe, and indentures of aſſignment thereof (all duly regiſtered) relation being to them reſpectively had, more fully may appear: And whereas the ſaid ſeveral ſums of three hundred pounds and one hundred pounds ſo ſecured to the ſaid Lady *R.* in manner as aforeſaid, were not to her paid on the ſeveral days in the reſpective proviſoes of the ſaid recited indentures of aſſignment appointed for payment thereof, whereby the eſtates in law of the ſaid *C. W.* and *T. C.* of and in the ſaid three ſeveral pieces of ground, meſſuages or tenements and premiſes, thereby aſſigned, became abſolutely veſted in her the ſaid Lady *R. H.* for the reſidue of the ſaid ſeveral term of years therein to come and unexpired: And whereas his preſent Majeſty's commiſſion, *&c. (to the like effect as in precedent aſſignment,* &c.) And whereas in or about the month of December now laſt paſt, the ſaid Lady *R. H.* departed this life inteſtate, and letters of adminiſtration of all and ſingular her goods and chattels have been duly granted unto the ſaid *T.* Earl of P. out of the Prerogative Court of Canterbury; by virtue whereof he the ſaid Earl is now intitled unto the eſtate and intereſt late of her the ſaid Lady *R. H.* of and in the ſaid ſeveral mortgaged premiſes, and alſo of, in and to the reſpective principal ſums of three hundred pounds and one hundred and ten pounds, and all intereſt now due for the ſame: And whereas on the day of the date hereof there is juſtly due and owing to the ſaid Earl, as adminiſtrator of the ſaid Lady *R. H.* by virtue of the ſaid ſeveral recited ſecurities to her made as aforeſaid for principal and intereſt monies, in the whole the ſum of ——— or thereabouts; which ſum (in regard no ground-rent hath been ever paid for any part of the ſaid mortgaged premiſes; and that the ſame being untenanted and not near finiſhed, and that there muſt be a conſiderable ſum forthwith laid out and expended by the ſaid Earl to finiſh the ſame, or elſe the ſame will run to ruin) ſo due to the ſaid Earl as aforeſaid, is much more than the premiſes are worth to be ſold, or any perſon or perſons will give for the purchaſe thereof: And whereas they the ſaid *E. R.* and *H. H.* by virtue of the ſaid laſt recited indenture of aſſignment, and as ſurviving aſſignees of the ſaid ſtatute, are now intitled to the equity of redemption of the ſaid mortgaged premiſes; but they for the reaſons aforeſaid have declined the ſame, and being fully ſatisfied that the ſaid ſum of ——— ſo now due to the ſaid Earl thereon as aforeſaid, is more than they or any other perſon will give for the purchaſe thereof; and alſo in regard that the ſaid Earl, as of Hilary Term now laſt paſt, hath brought his bill in the High Court of Chancery againſt them to foreclоſe their equity of redemption therein; and to the intent to ſtop all further proceedings therein, and future charges touching the ſame, they the ſaid *E. R.* and *H. H.* in conſideration thereof, and of the ſum of twenty-one pounds to be to them now paid by the ſaid Earl, have agreed to ſell, and to aſſign, releaſe, ratify and confirm all their eſtate, right, intereſt and equity of redemption of, in and to the ſaid mortgaged premiſes, unto the ſaid Earl, in ſuch manner as herein after mentioned: Now this Indenture witneſſeth, that the ſaid *E. R.* and *H. H.* in purſuance of their beforementioned agreement, and to the end the ſaid ſuit in Chancery ſo brought againſt them as aforeſaid may end and determine, and in conſideration of the ſum of ——— ſo now due and owing to him the ſaid Earl in manner as aforeſaid, and alſo in conſideration of the ſum of twenty-one pounds of, *&c.* to them the ſaid *E. R.* and *H. H.* or one of them in hand well and truly paid by the ſaid *T.* Earl of P. at or before the executing hereof (which ſum of ——— ſo due to the ſaid Earl as aforeſaid, and the ſaid ſum of twenty-one pounds ſo by him now paid, making together the ſum of ———) they the ſaid *E. R.* and *H. H.* do hereby agree and declare the ſame to be in full for the abſolute purchaſe of all their eſtate, right, title, intereſt and equity of redemption of, in and to the before recited mortgaged and herein after aſſigned premiſes, the receipt of which the ſaid twenty-one pounds they the ſaid *E. R.* and *H. H.* do hereby ſeverally acknowledge, and thereof and of every part and parcel thereof do reſpectively acquit, exonerate and diſcharge the ſaid *T.* Earl of P. his executors, adminiſtrators and aſſigns for ever by theſe preſents; and for divers other good cauſes and valuable conſiderations them thereunto eſpecially moving, They the ſaid *E. R.* and *H. H.* have, and each of them hath bargained, ſold, aſſigned, ratified and confirmed, and by theſe preſents do, and each of them doth freely, clearly and abſolutely bargain, ſell, aſſign, releaſe, ratify and confirm unto the ſaid *T.* Earl of P. his executors, adminiſtrators and aſſigns, All thoſe the before mentioned three ſeveral leaſed pieces or parcels of ground, lying and being in T. aforeſaid, and alſo all thoſe the ſaid three meſſuages or tenements (No. 6, 7, 8,) thereon erected and built, and all other erections and buildings thereon erected and built, or to be erected and built, and all and ſingular other the premiſes which in and by the before in part recited indentures of leaſe were thereby reſpectively demiſed to the ſaid *C. W.* and *T. C.* and which by them were by the ſaid two firſt herein before recited indentures of aſſignment afterwards reſpectively aſſigned to the ſaid Lady *R. H.* in manner as aforeſaid, with their reſpective appurtenances, and alſo all the eſtate, right, title, intereſt, terms of years, and time now to come and unexpired, poſſeſſion, reverſion, rents, equity and benefit of redemption, property, claim and demand whatſoever or howſoever, either at law or in equity, of them the ſaid *E. R.* and *H. H.* or either of them, or of any perſon or perſons in truſt for them or either of them, of, in or to the ſaid hereby aſſigned pieces of ground, meſſuages,

Leaſes.

Mortgage.

As to mortgage monies not being paid.

As to the commiſſion of bankrupt and commiſſioners aſſignment to aſſignees, party, &c.

As to Lady H.'s death, and adminiſtration being granted to the Earl, and his being intitled to the mortgaged premiſes, and what due thereon is more than the ſame is worth.

As to Mr. R. and Mr. H.'s title to the equity of redemption of premiſes, and bill to foreclоſe.

And their agreement to aſſign and releaſe the ſame to the Earl.

Conſideration.

meſſuages,

ſuages, or tenements and premiſes, or any part or parcel thereof, by virtue of the ſaid laſt recited indenture of aſſignment, dated the 15th of January 17—, or otherwiſe howſoever; **To have and to hold** the ſaid three ſeveral pieces of ground, three meſſuages or tenements, erections, buildings, and all and ſingular the other premiſes herein before mentioned and intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *T.* Earl of P. his, *&c.* from henceforth for and during all the reſt, reſidue and remainder of the ſaid ſeveral terms of fifty-eight years, fifty-eight years, and fifty-eight years, by the ſaid herein before recited indentures of leaſe reſpectively demiſed, and which are therein now to come and unexpired, freed and abſolutely diſcharged of and from all proviſoes, powers and equity, and benefit of redemption whatſoever, and that in as full, large, ample and beneficial manner to all intents and purpoſes whatſoever, as they the ſaid *E. R.* and *H. H.* or either of them, could or might have had, held or enjoyed the ſame, in caſe theſe preſents had not been made; **Subject nevertheleſs** to the payment of the ſaid ſeveral yearly rents of four ſhillings, four ſhillings and four ſhillings, in and by the ſaid ſeveral recited indentures of leaſe reſpectively reſerved, and which are now due, or hereafter to become due for the ſame, and alſo to the ſeveral covenants, conditions and agreements therein reſpectively mentioned and contained, and which from henceforth on the tenants or leſſees part are to be done and performed; **And** each of them, *&c.* (*Aſſigners covenant that they have done no act to incumber.*) **And laſtly**, that they the ſaid *E. R.* and *H. H.* or one of them, their or one of their executors, adminiſtrators or aſſigns, ſhall and will from time to time, and at all times hereafter during the continuance of the ſeveral terms by the ſaid recited indentures of leaſe demiſed, upon the requeſt, and at the proper coſts and charges of the ſaid *T.* Earl of P. his executors, adminiſtrators or aſſigns, produce and ſhew unto the ſaid Earl, his executors or aſſigns, or to his or their counſel, or in any court of law or equity, or elſewhere, the herein before recited indenture, dated the 15th of January, 17—, when and as often as need or occaſion ſhall require for the making out the maintenance, defence or juſtification of the title of the ſaid Earl, his executors and aſſigns, to the ſaid hereby aſſigned premiſes, or any part thereof (fire and all other inevitable caſualties and accidents only and always excepted.) **In Witneſs**, &c.

Habendum.

Subject, &c.

And to produce the aſſignment made from the commiſſioners, &c.

*An Aſſignment of ſeveral Policies mentioned in the Schedule by a former Mortgagee, by her Conſent, to a ſecond Mortgagee, upon Truſt to diſcharge the Mortgages,* &c. *with a Covenant from the now Aſſigner to renew the Policies,* &c.

**THIS Indenture**, made, *&c.* **Between** *M. A.* of, *&c.* of the one part, and the Honourable *C. C.* of, *&c.* Eſquire, of the other part. **Whereas** by indenture tripartite, bearing even date with and executed immediately before theſe preſents, and made or mentioned to be made between *E. P.* (wife of *H. P.* of, *&c.* Gentleman) and *S. B.* of, *&c.* Clerk, (a truſtee nominated and appointed, as well by the ſaid *E. P.* as alſo by the ſaid *H. P.* her huſband, for the lending and diſpoſing of the proper and ſeparate monies of her the ſaid *E. P.* of the firſt part, the ſaid *M. A.* of the ſecond part, and the ſaid *C. C.* of the third part; *Whereby* (after *reciting* ſeveral indentures of leaſe, and ſeveral indentures of aſſignment made to *J. M.* Gentleman, therein named, his, *&c.* of ſeveral pieces of ground therein particularly mentioned and deſcribed, and of ſeveral meſſuages or tenements thereon erected and built, ſituate, *&c.* for the ſeveral terms of years therein mentioned, and at and under the reſpective yearly rents therein alſo mentioned; **And further** reciting, that the ſaid pieces of ground, meſſuages or tenements and premiſes, had been by the ſaid *J. M.* aſſigned to, and the ſame ſtood as a ſecurity for payment to the ſaid *M. A.* of the ſum of three thouſand ſix hundred and fifty-three pounds in manner as therein recited and mentioned; *And further reciting* (amongſt other things) that the ſaid *J. M.* had borrowed the further ſum of two thouſand pounds of the ſaid *E. P.* and that for ſecuring payment thereof, with intereſt, unto the ſaid *E. P.* ſhe the ſaid *M. A.* had been prevailed on to wave her intereſt in the therein before mentioned ſecurity of the ſaid premiſes, as to her priority in payment of what monies remained due to her thereon, and to join with the ſaid *J. M.* in making a good ſecurity, to or *in Truſt* for the ſaid *E. P.* and that by indenture tripartite of aſſignment, bearing date on or about the 20th day of, *&c.* and made between the ſaid *J. M.* of the firſt part, the ſaid *M. A.* of the ſecond part, and the ſaid *E. P.* and *S. B.* of the third part; *In Conſideration* of the ſaid ſum of two thouſand pounds, therein mentioned to be paid to the ſaid *J. M.* by the ſaid *S. B.* (being the proper and ſeparate monies of her the ſaid *E. P.*) and alſo of the ſum of five ſhillings a-piece to them the ſaid *J. M.* and *M. A.* paid by the ſaid *S. B.* **He** the ſaid *J. M.* (by and with the conſent of the ſaid *M. A.* and at the nomination of the ſaid *E. P.*) had granted, ſold and aſſigned, and that ſhe the ſaid *M. A.* at his requeſt, *Had* bargained, ſold and aſſigned unto the ſaid *S. B. The* ſaid, *&c.* therein before mentioned, with their appurtenances; *To hold* the ſame unto the ſaid *S. B.* his, *&c.* from, *&c.* for, *&c. Subject nevertheleſs* to a proviſo in the ſaid indenture tripartite contained for redemption of the ſaid premiſes on payment to the ſaid *S. B.* for the proper and ſeparate uſe and benefit of the ſaid *E. P.* of the ſum of two thouſand one hundred pounds on the ſeveral days, and in manner as therein mentioned:) *It is by the* ſaid indenture tripartite, bearing even date herewith, *Witneſſed*, that for and in conſideration of the ſum of two thouſand pounds, paid by the ſaid *C. C.* to the ſaid *S. B.* by the direction of the ſaid *E. P.* teſtified as therein mentioned, and being for her proper and ſeparate uſe, and in full ſatisfaction and diſcharge of all monies whatſoever then due to the ſaid *E. P.* or *S. B.* or either of them, by virtue of the ſaid ſecurity ſo made to the ſaid *S. B. In Truſt* for the ſaid *E. P.* as aforeſaid; and alſo in conſideration of the ſum of five ſhillings to the ſaid *M. A.* alſo paid by the ſaid *C. C. He* the ſaid *S. B.* (by and with the conſent and direction of the ſaid *E. P.* and *M. A.* teſtified as aforeſaid) and alſo ſhe the ſaid *M. A.* and each of them, *Did* bargain, *&c.* unto the ſaid *C. C. The* ſeveral, *&c.* which by the ſaid *J. M.* were aſſigned to the ſaid *M. A.* or which by the ſaid indenture of the 20th of, *&c.* were by them the ſaid *J. M.* and *M. A.* bargained, *&c.* to the ſaid *S. B. In Truſt* for the ſaid *E. P.* as aforeſaid, with their and every of their appurtenances, *To hold*, *&c.* unto, *&c.* from, *&c.* during, *&c. Subject nevertheleſs* to a proviſo in the ſaid indenture of aſſignment, bearing even date herewith, contained, for redemption of the thereby aſſigned premiſes, on payment by the ſaid *M. A.* her, *&c.* unto the ſaid *C. C.* his, *&c.* of the ſum of two thouſand one hundred pounds on the ſeveral days, and

Recital of a mortgage, reciting leaſes and ſeveral aſſignments to J. M. and from him aſſigned to M. A. as a ſecurity for 3653l. and that J. M. had borrowed 2000l. of E. P. for ſecurity of which M. A. had been prevailed on to join with J. M. in making E. P. a ſecurity.

The ſecurity

and the proviſo of redemption,

In conſideration of 2000l.

S. B. (by the conſent of E. P. and M. A.) and the ſaid M. A aſſigned premiſes to C. C.

Proviſo of redemption.

and in ſuch manner as therein is mentioned; as in and by the ſaid in part recited indenture *Tripartite*, bearing even date herewith, and the ſeveral indentures of leaſe and aſſignment therein recited, relation, *&c.* And whereas, previous to the making and executing the ſaid recited aſſignment to the ſaid *C. C.* to the intent for better ſecuring payment to him of the ſaid principal ſum of two thouſand pounds and intereſt, ſhe the ſaid *M. A.* agreed to aſſign unto him the ſaid *C. C.* the ſeveral policies of inſurance by her taken out of the Weſtminſter Fire-Office for the ſeveral ſums of money, and which are reſpectively numbered and dated, as in the ſchedule hereunder written are particularly mentioned and expreſſed, in ſuch manner as herein after is mentioned: Now this Indenture witneſſeth, that in purſuance of the ſaid recited agreement, and for the intent aforeſaid, and alſo for and in conſideration of the ſum of five ſhillings of, *&c.* to the ſaid *M. A.* in hand paid by the ſaid *C. C.* at, *&c.* the receipt, *&c.* She the ſaid *M. A.* hath, and by theſe preſents Doth freely, clearly and abſolutely bargain, ſell, aſſign, tranſfer and ſet over unto the ſaid *C. C.* All and every the ſaid ſeveral inſtruments and policies of inſurance in the ſaid ſchedule hereunder written mentioned, and which are now inſured on the ſaid ſeveral meſſuages or tenements and premiſes in the ſaid Weſtminſter Fire-Office for the ſeveral terms of years, and for the reſpective ſums of money, and numbered and dated as therein particularly mentioned and expreſſed; and all and every ſum and ſums of money due and to be due on the ſaid policies, every or any of them, or thereupon recovered or gotten, and all other the benefit and advantage whatſoever to be thereof made; and all the right, title, intereſt, property, claim and demand whatſoever, either at law or in equity, of her the ſaid *M. A.* of, in or to the ſame; To have and to hold, receive, perceive, take and enjoy the ſaid ſeveral policies, ſum and ſums of money, and all and ſingular other the hereby aſſigned premiſes, unto and to the uſe of the ſaid *C. C.* his executors, adminiſtrators and aſſigns, from henceforth for evermore, and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as ſhe the ſaid *M. A.* could, might or ought to have had, held, received or enjoyed the ſame, in caſe theſe preſents had not been made: Nevertheleſs upon the ſeveral Truſts, and ſubject to the proviſo herein after mentioned, expreſſed, and declared of and concerning the ſame; that is to ſay, In Truſt in the firſt place, for the further and better ſecuring payment of the ſaid principal ſum of two thouſand pounds and of all intereſt monies to become due for the ſame, unto and for the uſe and benefit of the ſaid *C. C.* his executors, adminiſtrators and aſſigns, according to the true intent and meaning of the above recited ſecurity ſo made to him as aforeſaid; And from and after full payment thereof, and ſubject thereunto, then In Truſt for the better ſecuring payment of the ſaid ſum of three thouſand ſix hundred and fifty-three pounds, out of all monies now due and to grow due for the ſame, unto the ſaid *M. A.* her, *&c.* by virtue of the above mentioned ſecurity ſo made to her as aforeſaid; And from and after payment of the ſame, and alſo ſubject thereunto, then In Truſt for the ſaid *J. M.* his executors, adminiſtrators and aſſigns; Subject nevertheleſs to the before mentioned proviſo contained in the ſaid recited indenture, bearing even date herewith, for redemption of the ſaid meſſuage or tenement and premiſes on payment of the ſaid principal ſum of two thouſand pounds and intereſt, unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns; And the ſaid *M. A.* for herſelf, her executors and adminiſtrators, doth hereby covenant and agree, to and with the ſaid *C. C.* his executors, adminiſtrators and aſſigns, in manner, *&c.* that ſhe the ſaid *M. A.* her, *&c.* ſhall and will, at her and their coſts and charges, during the continuance of the ſecurity hereby made, before or immediately upon the expiration of all, any or either of the hereby aſſigned policies of inſurance in the ſaid ſchedule hereunder written mentioned, renew the ſaid policies, and every of them, or procure other policies of inſurance for the ſame ſum of money, either in the ſaid Weſtminſter Office, or in ſome other good and public office for inſuring as to fire, for ſome further term or terms of years, and ſo, from time to time, renew or procure ſuch policies, in ſuch manner as the ſaid meſſuages or tenements and premiſes may be always kept and inſured from loſs by fire, during the continuance of the ſaid herein before ſeveral recited ſecurities; And alſo that all and every ſuch policies ſo taken out, ſhall from time to time be aſſigned unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, with full power to ſue for, recover, have, take and receive the ſeveral ſums of money thereby inſured, and all benefit and advantage thereof: Nevertheleſs upon the ſeveral Truſts, and ſubject in manner as aforeſaid, (according to the true intent and meaning of theſe preſents,) And ſhall cauſe all ſuch renewed policies to be entered in ſuch Inſurance Office or Offices within twenty-one days next after the ſame ſhall be obtained and taken out, according to the cuſtom and conſtitution of ſuch office or offices; And for the conſiderations aforeſaid, ſhe the ſaid *M. A.* hath and by theſe preſents doth conſtitute and appoint the ſaid *C. C.* his executors and aſſigns, her true and lawful attorney irrevocable, either in her or their own names, or in the name of her the ſaid *M. A.* her executors and adminiſtrators, to aſk, levy, ſue for, recover and receive all and ſingular the ſaid ſeveral ſums of money in the ſaid ſeveral hereby aſſigned policies of inſurance mentioned, and all other benefit and advantage whatſoever to ariſe or be had or made of every, either or any of them: Nevertheleſs upon the ſeveral Truſts, and ſubject in manner as aforeſaid. In Witneſs, &c.

As to previous agreement to aſſign the policies in a ſchedule annexed.

Conſideration.

Aſſignment.

Upon truſts. Firſt, for better ſecuring the 2000l. and intereſt, to C. C. and after payment thereof. Secondly, for better ſecuring the 3653l. to. M. A. and after payment thereof. Thirdly, for J. M. Subject to the proviſo in the mortgage of even date

Covenant that M. A. ſhall renew the policies on expiring.

which ſhall from time to time be aſſigned to C. C. upon the truſts aforeſaid; and that the renewed policies ſhall be duly entered in the office;

Letter of attorney to recover inſurance money upon the ſaid truſts.

(*Ward.*)

*Aſſignment*

*Aſſignment by the Aſſignee under a Commiſſion of Bankruptcy (by the Conſent and Direction of the reſt of the Creditors) of the * Bankrupt's Effects, to one of the Creditors, who (by Agreement) advances eight Shillings in the Pound, which the other Creditors agree to accept.*

THIS Indenture made, &c. Between *W. P.* of, &c. *(the aſſignee under the commiſſion,)* of the firſt part, *D. N.* late of, &c. (againſt whom a commiſſion of bankruptcy hath been lately awarded) of the ſecond part, *P. N.* of, &c. *T. C.* and *J. G.* of, &c. *T. N.* of, &c. *D. B.* of, &c. *B. H.* of, &c. *R. T.* of, &c. and *J. W.* of, &c. creditors of the ſaid *D. N.* of the third part, and *M. H.* of, &c. *(Truſtee)* of the fourth part. Whereas his Majeſty's Commiſſion under the Great Seal of Great Britain, grounded upon the ſeveral ſtatutes made concerning bankrupts, bearing date at Weſtminſter the 4th day of July laſt paſt, hath been awarded againſt the ſaid *D. N.* directed to *N. G. T. L.* and *B. J.* Eſquires, *J. W. J. B.* and *J. N.* commiſſioners in the ſaid commiſſion named, thereby giving full power and authority unto them the ſaid commiſſioners, four or three of them, to execute the ſame; as by the ſaid commiſſion may more fully appear: And whereas the major part of the ſaid commiſſioners having began to put the ſaid commiſſion in execution, and upon due examination of witneſſes, and otherwiſe, found that the ſaid *D. N.* for a year then laſt paſt and upwards uſed and exerciſed the trade and buſineſs of a victualler and dealer in horſes, and bought, ſold and traded in buying and ſelling, and endeavoured to get his living thereby, as others of his trade and buſineſs uſed to do, and by that means became juſtly and truly indebted to the ſaid *W. P.* in the ſum of four hundred and thirty-nine pounds four ſhillings and ſix-pence for goods ſold and delivered, and in the further ſum of forty pounds for money lent, and to divers other perſons his creditors, parties hereto, in ſeveral ſums of money; and that the ſaid *D. N.* in the judgment of the major part of the ſaid commiſſioners, had become a bankrupt, to all intents and purpoſes, within the compaſs, true intent and meaning of the ſeveral ſtatutes made concerning bankrupts, or within ſome or one of them, before the date and ſuing forth of the ſaid commiſſion: And whereas the ſaid *T. L. J. W.* and *J. B.* (being the major part of the ſaid commiſſioners in the ſaid commiſſion named) *Did* by examination upon oath of the ſaid *D. N.* and otherwiſe, find that the ſaid *D. N.* at the time and ſince he became a bankrupt as aforeſaid, was poſſeſſed of divers houſes, goods, houſhold ſtuff and implements of houſhold, all which they the major part of the ſaid commiſſioners did cauſe to be ſeiſed by virtue of their warrant. And whereas purſuant to an advertiſement in the London Gazette for that purpoſe inſerted, the creditors of the ſaid *D. N.* appeared at a meeting of the major part of the ſaid commiſſioners for that purpoſe, at Guildhall, London; and the ſaid *W. P.* being by the major part of the ſaid *D. N.*'s creditors in value, who had proved, or then and there did ſeverally prove their debts, every of them amounting to above ten pounds, he the ſaid *W. P.* was nominated and choſen to be aſſignee of the eſtate and effects of the ſaid *D. N.* according to the form of the ſtatute in that caſe made and provided: And whereas by indenture of aſſignment bearing date on or about the — day of —— now laſt paſt, and made or mentioned to be made between the ſaid *T. L.* Eſquire, and the ſaid *J. W.* and *J. B.* Gentleman of the one part, and the ſaid *W. P.* of the other part, (reciting as herein before is recited) It is witneſſed, that the ſaid commiſſioners (parties thereto) by force and virtue of the ſaid commiſſion, and of the ſeveral ſtatutes whereupon the ſame was grounded, and in conſiderations therein contained, by and on the part and behalf of the ſaid *W. P.* his heirs, executors and adminiſtrators, to be done and performed, *Did* order, aſſign and ſet over (as much as in them lay) unto the ſaid *W. P.* All thoſe five houſes, &c. And alſo all and ſingular the goods, houſhold ſtuff, implements of houſhold and ſtock in trade; and alſo all and ſingular other the goods and chattels, debts, ſum and ſums of money, rights and credits then due and owing unto the ſaid *D. N.* and all other the perſonal eſtate of the ſaid *D. N.* and all and all manner of benefit and advantage thereof, and of every part thereof; *To hold* the ſame and every part and parcel thereof unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, In Truſt *nevertheleſs* to and for the uſe, behoof, benefit and advantage of the ſaid *W. P.* and all and every the creditors of the ſaid *D. N.* who had then ſought, or thereafter in due time ſhould ſeek relief, and come in as creditors under the ſaid commiſſion, according to the direction and limitation of the ſeveral ſtatutes in that behalf made and provided, and to and for no other uſe, intent or purpoſe whatſoever, as in and by the ſaid recited indenture, &c. And whereas, ſince the making and executing of the ſaid indenture of aſſignment, the ſaid *T. N.* one of the creditors of the ſaid bankrupt, and a party hereto, hath propoſed to the reſt of the ſaid creditors of the ſaid bankrupt to advance and pay to them reſpectively the ſum, and after the rate of eight ſhillings for every pound ſterling, and ſo in proportion for every greater or leſſer ſum to them ſeverally and reſpectively due and owing from the ſaid bankrupt, upon the goods, debts, effects and perſonalty of the ſaid bankrupt, aſſigned as aforeſaid to, and now remaining unconverted into money, and not diſpoſed of, in the hands of the ſaid aſſignees, together with the produce of ſuch debts and effects as have already been made or received, after deduction of all charges and expences of and attending the ſaid commiſſion and the execution thereof, and of the aſſigned truſt being paid, aſſigned and transferred, to, or to the order of the ſaid *T. N.* to which propoſal all the ſaid creditors, being well ſatisfied that the ſame is the value or more than the ſaid bankrupt's eſtate and effects will produce, have conſented and agreed to accept the ſaid ſum after the rate of eight ſhillings for every pound ſterling, and ſo in proportion as aforeſaid, in full ſatisfaction for the whole of the debts to them reſpectively due and owing from the ſaid bankrupt: Now this Indenture witneſſeth, that the ſaid *W. P.* and the ſaid *R. N. T. C. J. G. T. N. D. B. B. H. R. T.* and *J. W.* being all the creditors of the ſaid *D. N.* who have ſought relief under the ſaid commiſſion, in purſuance and execution of the ſaid agreement, and alſo for and in conſideration of the ſum of eight ſhillings for every twenty ſhillings or

Recitals, viz. As to the commiſſion.

As to his being found a bankrupt.

and being indebted, &c.

As to his being poſſeſſed of ſeveral houſes, goods, &c. and the ſeiſure thereof by the commiſſioners warrant.

As to an advertiſement in the Gazette, and chuſing an aſſignee thereon.

As to the commiſſioners aſſignment to Mr. P. the aſſignee.

The premiſes as to the houſes.

As to his houſhold goods, and debts.

Propoſal by one of the creditors to the reſt, to pay them 8s. in the pound, which they agree to accept, &c.

Conſideration,

* For bargains and ſales, and aſſignments of bankrupts effects, ſee Tit. *Bargain and Sale*; and for deeds of diſtribution of bankrupts effects, ſee Tit. *Diſtribution*.

pound ſterling, and ſo in proportion for every greater or leſs ſum ſo due and owing to them reſpectively from the eſtate of the ſaid *D. N.* as aforeſaid, to them in hand ſeverally paid by the ſaid *N. H.* at or before the enſealing and delivery of theſe preſents, that is to ſay, the ſum of one hundred and ninety-one pounds fourteen ſhillings, in full for the ſum of four hundred and ſeventy-nine pounds four ſhillings and ſix-pence, due to the ſaid *W. P.* The ſum of forty-four pounds in full for the ſum of one hundred and ten pounds one ſhilling due to the ſaid *R. N.* The ſum of ſeven ſhillings and ſix-pence in full for the ſum of eighteen ſhillings due to the ſaid *T. C.* The ſum of five pounds one ſhilling in full for the ſum of twelve pounds thirteen ſhillings due to the ſaid *J. G.* The ſum of twenty pounds in full for the ſum of fifty pounds due to the ſaid *T. N.* The ſum of twelve pounds in full for the ſum of thirty pounds due to the ſaid *D. B.* The ſum of twenty pounds in full for the ſum of fifty pounds due to the ſaid *B. H.* The ſum of ſix pounds ſeventeen ſhillings in full for the ſum of ſeventeen pounds two ſhillings and ſix-pence due to the ſaid *R. T.* The ſum of twenty-one pounds four ſhillings in full for the ſum of fifty-two pounds nineteen ſhillings and nine-pence due to the ſaid *J. W.* the receipt and payment of which ſaid ſeveral ſums the ſaid *W. B. & al'* do hereby ſeverally and reſpectively acknowledge, and themſelves therewith to be fully contented, ſatisfied and paid, and thereof and therefrom, and of and from every part and parcel thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *N. H.* his executors and adminiſtrators for ever, by theſe preſents; **All** which ſaid ſeveral ſums paid in manner as aforeſaid, are hereby declared to be paid with the proper money of the ſaid *T. N.* he the ſaid *W. P.* (at the requeſt, and by the direction and appointment of the ſaid *R. N. & al'* and alſo of the ſaid *D. N.* the bankrupt, teſtified by their being made parties hereto, and their ſealing and delivery hereof) **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Doth** abſolutely, and as much as in him lies, and he lawfully may, bargain, *&c.* unto the ſaid *T. N.* his executors, adminiſtrators and aſſigns; **And** alſo the ſaid *D. N.* as much as in him lies, **Hath** bargained, ſold, releaſed, ratified and confirmed, and by theſe preſents **Doth** bargain, ſell, releaſe, ratify and confirm unto the ſaid *T. N.* his executors, adminiſtrators and aſſigns, **All** thoſe the ſaid five houſes, *&c.* **And alſo all** and ſingular other the goods and chattels, debts, ſum and ſums of money, rights and credits due and owing to the ſaid *D. N.* at the time he became a bankrupt, and all other the perſonal eſtate of the ſaid *N. D.* and all manner of benefit and advantage thereof, and of every part thereof, as fully and effectually to all intents and purpoſes whatſoever, as the ſaid meſſuages, goods and other effects late of the ſaid *N. D.* the bankrupt, which were aſſigned to the ſaid *W. P.* might have been held and enjoyed by virtue of the ſaid recited commiſſion of bankruptcy and indenture of aſſignment, **In Truſt** for himſelf and other the ſaid creditors, parties to theſe preſents, together with the ſaid recited commiſſion and indenture of aſſignment, and all benefit and advantage to accrue thereby, (the leaſe of the bankrupt's dwelling-houſe, and the goods for which Mr. *S.* contracted, and the effects converted into money, and for all which the ſaid *W. P.* hath now accounted to the ſatisfaction of all the parties, only excepted;) **To have and to hold** the ſaid meſſuages or dwelling-houſes, and all and ſingular other the goods and chattels, debts, ſum and ſums of money, rights and credits whatſoever, and every part and parcel thereof, unto the ſaid *N. H.* his executors, adminiſtrators and aſſigns, in truſt nevertheleſs for the ſole uſe, benefit and advantage of the ſaid *T. N.* his executors, adminiſtrators and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever. **And this Indenture further witneſſeth**, that for the conſiderations aforeſaid they the ſaid *R. N. & al'* **Have**, and each and every of them **Hath** remiſed, releaſed, and for ever quit-claimed, and by theſe preſents for themſelves ſeverally and reſpectively, and their ſeveral and reſpective executors and adminiſtrators, **Do**, and each and every of them **Doth** remiſe, releaſe, and for ever quit-claim unto the ſaid *W. P.* his executors and adminiſtrators, **All** their and each and every of their ſaid ſeveral and reſpective debts and demands which they have or ever had, or which they or any of them is or are intitled to have, claim or demand, of or from the ſaid *W. P.* as ſuch aſſigns as aforeſaid, or by or out of the eſtate and effects of the ſaid *D. N.* the bankrupt, which by virtue of the ſaid commiſſion and indenture of aſſignment herein before recited were or are veſted in the ſaid *W. P.* **And** the ſaid *W. P.* doth by theſe preſents make, ordain, conſtitute and appoint the ſaid *N. H.* his true and lawful attorney, **In Truſt nevertheleſs** for the ſaid *T. N.* as aforeſaid, irrevocable, in his name, place and ſtead, to demand and receive of and from all and every perſon and perſons whatſoever, all and every ſum and ſums of money, debt and debts, and other effects due, owing or belonging to the ſaid bankrupt's eſtate, aſſigned to the ſaid *W. P.* as aforeſaid, and not already converted into money, diſpoſed of or by him received; and alſo to ſue and proſecute all and every ſuch action and actions, ſuit and ſuits, as he the ſaid *N. H.* ſhall think proper and needful for the recovering and getting in all or any of the ſaid debt or debts belonging to the ſaid eſtate of the ſaid *D. N.* the bankrupt, and to do all ſuch acts and things whatſoever which ſhall be from time to time thought needful and requiſite for the recovering and getting in of the ſame, and to give releaſes and diſcharges for the ſame, and to make, ſeal and execute all and every ſuch acts and things whatſoever as the ſaid *N. H.* ſhall think proper, but for the ſole uſe, benefit and behoof of the ſaid *T. N.* his executors, adminiſtrators and aſſigns: **And the ſaid** *N. H.* and *T. N.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors, adminiſtrators and aſſigns, do hereby covenant, promiſe and agree, to and with the ſaid *W. P.* his executors and adminiſtrators, by theſe preſents, that they the ſaid *N. H.* and *T. N.* their executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *W. P.* his heirs, executors and adminiſtrators, and his and their bodies, lands, tenements, goods and chattels, of and from all and all manner of actions, ſuits, coſts, loſſes, damages and expences whatſoever, which he or they ſhall or may ſuſtain or be put unto for or by reaſon of the premiſes, or of the above recited indenture of aſſignment, or of his executing a counterpart thereof, or of this preſent deed of aſſignment, or any other matter or thing by him lawfully done or executed by virtue of the ſaid commiſſion, or his lawful intermeddling or dealing in or concerning the premiſes, by force, virtue or colour thereof; and alſo of, from and againſt all other debts, claims and demands made or to be made by any other perſon or perſons whatſoever upon or out of the ſaid bankrupt's eſtates and effects, or upon or againſt the ſaid *W. P.* as he is ſuch aſſignee thereof as aforeſaid, his heirs, executors or adminiſtrators. **In Witneſs**, &c.

Aſſignment of houſes,

Goods, debts, &c. of the bankrput.

Habendum.

Releaſe of debts to the aſſignee.

Letter of attorney.

A covenant to indemnify touching preſent aſſignment.

*(Phillips.)*

*An*

*An Aſſignment by the Sheriff of a Term of Years, taken in Execution on a* Fieri Facias.

THIS Indenture, made, &c. Between *B. H.* Eſquire, Sheriff of the County Palatine of Lancaſter, on the one part, and *R. B.* of, &c. on the other part, witneſſeth, That whereas the ſaid *R. B.* in the Court of Common Pleas at Lancaſter, before the King's Juſtices there, did heretofore obtain a judgment againſt *T. S.* late of, &c. for a debt of four hundred pounds, and eighty-ſix ſhillings and ſix-pence damages, *Whereupon* a writ of *Fieri Facias* was afterwards ſued forth, directed to the Sheriff of the ſaid county; *And* before the return thereof, *viz.* the ——— day of, &c. now laſt paſt, before the date of theſe preſents, was delivered to the ſaid *B. H.* then Sheriff as aforeſaid, to be executed: And whereas the ſaid *T. S.* at the time of the delivery of the ſaid writ to the ſaid Sheriff, was and ſtood poſſeſſed of and intitled to one meſſuage, &c. for a certain term or term of years yet in being, at and under certain rents and ſervices, by virtue of one or more demiſe or demiſes thereof made, or certain meſne aſſignments therefrom derived, or otherwiſe, which ſaid meſſuages and tenements, the ſaid Sheriff hath by virtue of the ſaid writ taken in execution and ſeiſed into his hands: Now this Indenture witneſſeth, that the ſaid Sheriff, for and in conſideration of the ſum of ——— (*ſo much as the eſtates are appraiſed to*) of lawful Britiſh money to him by the ſaid *R. B.* at or before the execution hereof in hand paid, in part of and towards the ſatisfaction and diſcharge of the ſaid debt and damages, the receipt whereof the ſaid Sheriff doth hereby acknowledge, and for divers, &c. hath granted, bargained, ſold, aſſigned and ſet over, and doth hereby, as much as in him is, and he lawfully may, grant, &c. to the ſaid *R. B.* All and every the ſaid meſſuages, &c. with the appurtenances; And alſo All the whole eſtate, right, title, term of years, intereſt, claim and demand whatſoever, which he the ſaid *T. S.* or any other perſon or perſons in truſt for him, had, have or hath, or might, could or ought to have therein or thereunto, which the ſaid Sheriff can or may grant, aſſign or ſet over in any wiſe howſoever; And the ſaid Sheriff doth hereby agree that the ſaid *R. B.* and his aſſigns, ſhall hold and enjoy the ſaid premiſes in as large and beneficial manner to all intents and purpoſes, as he the ſaid *T. S.* or his aſſigns, or any other perſon in truſt for him or them may, or in any wiſe ought to enjoy, and as he the ſaid Sheriff is in any wiſe enabled, by virtue of the ſaid writ of *Fieri Facias*, to grant, ſell or diſpoſe of the ſame. And the ſaid *R. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, grant, promiſe and agree, to and with the ſaid Sheriff, his executors and adminiſtrators, that he the ſaid *R. B.* his executors, adminiſtrators and aſſigns, ſhall and will at all times hereafter ſave and keep harmleſs and indemnified the ſaid Sheriff and his Under-Sheriff, their and each of their executors and adminiſtrators, of and from all actions, ſuits, bills, complaints in law or equity, troubles, charges, damages and expences whatſoever that may fall out, ariſe or be againſt them, or any of them, for or by reaſon of this preſent ſale, aſſignment, or the ſaid ſeiſures touching the premiſes, or on any account that may be demanded or required concerning the ſame. In Witneſs, &c.

Judgments.

Execution.

Defendant on ſuing out Execution poſſeſſed of leaſehold eſtate, which is now taken in execution.

Conſideration.

Aſſignment.

Indemnity to the Sheriff.

*An Abſolute Aſſignment from the Huſband, of his Wife's Reſiduary Part of the Eſtate, and of a Bond, and Houſhold Goods.*

THIS Indenture made, &c. Between *H. P.* of, &c. of the one part, and *P. G.* of, &c. of the other part. Whereas the ſaid *H. P.* hath for ſeveral years laſt paſt, by reaſon of ſickneſs and other infirmities and indiſpoſition, and alſo by reaſon of his being obliged to withdraw himſelf from his uſual place or places of abode, and not able to appear for to manage and tranſact his affairs, and to avoid being arreſted for divers extravagant debts contracted by his wife not unknown to him: And whereas the ſaid *P. G.* hath for the time aforeſaid, managed and tranſacted and aſſiſted him the ſaid *H. P.* to the utmoſt of his power in the managing and tranſacting the ſame: And whereas he the ſaid *P. G.* by his great care, diligence and expence, did lately find out and diſcover divers quantities of plate, houſhold goods, furniture and other things of him the ſaid *H. P.* to the value of one hundred and twenty pounds and upwards, being the greateſt part of his ſubſtance and fortune, which had been unjuſtly removed, taken and carried away from out of his late dwelling-houſe without his privity, conſent or knowledge: And whereas he the ſaid *H. P.* is intitled, in right of his late wife *M. P.* to one third part or ſhare, or ſome other part or ſhare of the eſtate and effects of *A. M.* late of, &c. widow, deceaſed: And whereas the ſaid *H. P.* is likewiſe intitled to the ſum of one hundred pounds principal money, beſides, intereſt, by virtue of one bond or obligation in the penalty of two hundred pounds conditioned for the payment of one hundred pounds bearing date, &c. from him the ſaid *P. G.* And whereas the ſaid *H. P.* is likewiſe poſſeſſed of, or otherwiſe intitled to one bureau and book-caſe, a round card-table, &c. and divers other goods, chattels and things, in the poſſeſſion and power of him the ſaid *P. G.* Now this Indenture witneſſeth, That he the ſaid *H. P.* for the conſideration aforeſaid, and for the true, ſincere, perfect friendſhip and reſpect which he bears for and towards him the ſaid *P. G.* and for and in conſideration of the ſum of five ſhillings of, &c. to him the ſaid *H. P.* in hand paid by the ſaid *P. G.* before the ſealing and delivery of theſe preſents, and for divers other good, &c. He the ſaid *H. P.* hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents doth fully, &c. grant, &c. unto him the ſaid *P. G.* All that his the ſaid *H. P.*'s right, title and intereſt, both at law and in equity, of him the ſaid *H. P.* of, in and to the ſaid one third part or ſhare of him the ſaid *H. P.* of, in or to the eſtate and effects of her the ſaid *A. M.* widow, deceaſed: And alſo the ſaid in part recited bond, payable for one hundred pounds principal money, and of, in and to all monies now due and payable thereupon; or which ſhall at any time or times hereafter become due and payable thereupon; And alſo of, in or to the ſaid bureau and book-caſe, and all and ſingular other the goods, chattels and things above mentioned, together with all and ſingular other the goods, chattels and things now in the poſſeſſion of him the ſaid *P. G.* of and belonging to him the ſaid *H. P.* To have and to hold the ſaid one third part or ſhare, or other part or ſhare of the ſaid eſtate of the ſaid *A. M.*

The huſband obliged to ſecrete himſelf for his wife's debts.

*P. G.* his agent, who has found out goods taken privately from his late houſe.

Several things the huſband is intitled to.

Conſideration.

Aſſignment of third part of eſtate of *A. M.* deceaſed.

Of a bond.

Of houſhold-goods.

*A. M.* Widow, deceaſed, together with all and ſingular the dividends, profits, produce, income and advantage whatſoever, ariſing or hereafter to ariſe thereby or therefrom; **And alſo** the ſaid in part recited bond or obligation, and all money now due thereon, or which ſhall at any time or times become payable thereupon, and the ſaid bureau and book-caſe, and all and ſingular other the goods, chattels and things belonging to him the ſaid *H. P.* and now in the poſſeſſion of him the ſaid *P. G.* his executors, adminiſtrators and aſſigns for ever, and to and for no other intent, uſe, truſt or purpoſe whatſoever; any thing in theſe preſents, or at law or in equity, or any otherwiſe howſoever contained to the contrary thereof in any wiſe notwithſtanding. **And** the ſaid *H. P.* hath nominated, *&c.* him the ſaid *P. G.* his, *&c.* his true and lawful attorney, *&c.* to aſk, *&c.* all and ſingular the ſaid third part or ſhare, or other part or ſhare of the eſtate and effects of the ſaid late *A. M.* and all benefit and advantage that ſhall or may ariſe thereby or therefrom, of and from all ſuch perſon or perſons who ſhall have, or of right ought to pay the monies due thereupon, and to compound, or in any other manner to ſettle and adjuſt all accounts whatſoever, for, touching, and concerning the ſame, or any other matter or thing relating thereunto, and alſo to do, perform, tranſact and execute all and ſingular and every other lawful and reaſonable act and acts, thing and things whatſoever, be the ſame by ſuit or ſuits at law or in equity or otherwiſe howſoever, either for obtaining, diſcharging or compounding the ſame, as ſhall be needful or neceſſary to be done in and about the premiſes. **And** the ſaid *H. P.* for himſelf, *&c.* doth hereby covenant, *&c.* *(Covenants that he hath good right, hath done no act to incumber, and for further aſſurance, Penalty.)* **In Witneſs**, &c.

Letter of attorney.

## *Aſſignment of a yearly Rent for Payment of principal Money and Intereſt, with Directions for the Tenant to attorn and pay the Rent Half-yearly.*

**THIS Indenture**, made the 5th day of May, in the eighteenth year, *&c.* and in the year of our Lord 1779, **Between** *Abraham Hervey* of, *&c.* of the one part, and *James Eyre* of, *&c.* of the other part. **Whereas** by indenture of aſſignment bearing date, *&c.* between the ſaid *A. H.* of the one part, and *W. H.* of the other part, (reciting as therein is recited) the ſaid *A. H.* (in conſideration of the ſum of two hundred and ſixty pounds to him paid by the ſaid *W. H.) Did* grant, ſell and aſſign unto the ſaid *W. H.* an indenture of leaſe therein recited, and a piece of ground, *&c.* thereby demiſed, with the appurtenances, ſituate, *&c.* at and under the yearly rent of one hundred and five pounds, **To hold**, *&c.* for and during all the reſidue of a term of thirty-eight years, in and by the ſaid indenture of leaſe granted, (which commenced at, *&c.*) *Redeemable* on the ſaid *A. H.*'s payment to the ſaid *W. H.* of the ſaid ſum of two hundred pounds and intereſt, in manner as in the ſaid indenture of aſſignment is mentioned: **And whereas** by deed poll bearing even date with and executed immediately before theſe preſents, and written upon the back of the ſaid indenture of aſſignment, (therein reciting that the ſaid *A. H.* had ſome time ſince paid to the ſaid *W. H.* the ſum of one hundred pounds, in part of the ſaid principal ſum of two hundred pounds ſo ſecured to him as aforeſaid, and that there then remained due to him only the principal ſum of one hundred pounds) *It is by the ſaid deed poll witneſſed*, that in conſideration of the ſaid ſum of one hundred pounds paid by the ſaid *J. E.* to the ſaid *W. H.* (in full ſatisfaction and diſcharge of all principal and intereſt monies whatſoever ſecured to him by the ſaid recited indenture of aſſignment, and a bond therein recited) and for five ſhillings to the ſaid *A. H.* alſo paid by the ſaid *J. E. He* the ſaid *W. H.* (by the direction of the ſaid *A. H.*) *Hath* bargained, ſold and aſſigned, *And he* the ſaid *A. H. Hath* ratified and confirmed unto the ſaid *J. E.* the ſaid recited indenture of leaſe, piece of ground, meſſuage, and all and ſingular other the premiſes thereby demiſed, and by the ſaid indenture of aſſignment aſſigned unto the ſaid *W. H.* with the appurtenances, together with the ſaid indentures of leaſe and aſſignment; **To hold**, *&c.* for and during all the reſidue of the ſaid term of thirty-eight years and an half, which is now to come, as by the ſaid indenture of aſſignment and deed poll, (relation, *&c.*) **And whereas** the ſaid *J. E.* hath on the day of the date hereof actually lent and paid to the ſaid *A. H.* the ſum of one hundred and ſixty pounds, and previous to his the ſaid *J. E.*'s payment of the ſaid ſum of one hundred pounds to the ſaid *W. H.* and his now lending the ſaid one hundred and ſixty pounds to the ſaid *A. H.* (making together the principal ſum of two hundred and ſixty pounds) *He* the ſaid *A. H.* for ſecuring repayment thereof, together with intereſt for the ſame after the rate of four pounds *per cent. per annum*, propoſed and agreed to aſſign unto the ſaid *J. E.* the ſaid yearly rent of one hundred and five pounds, ſo payable for the ſaid meſſuage and premiſes, for and during and until ſuch time only as the ſaid two hundred and ſixty pounds and intereſt, by half-yearly payments, ſhall be to him and them fully paid and ſatisfied, in ſuch manner and ſubject as herein after is mentioned: **Now this Indenture witneſſeth**, that he the ſaid *A. H.* in purſuance and performance of his ſaid recited agreement, and alſo in conſideration of the ſaid ſum of two hundred and ſixty pounds ſo lent and paid by the ſaid *J. E.* to, for and on his account, in manner as aforeſaid, the payment and receipt, *&c.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* doth, *&c.* unto the ſaid *J. E.* **The** ſaid yearly rent of one hundred and five pounds, reſerved, iſſuing and payable to the ſaid *A. H.* by, out of and for the above aſſigned meſſuage or tenement and premiſes, ſituate, *&c.* and all other yearly rents whatſoever iſſuing and payable for or in reſpect of the ſame, and all the right, *&c.* **To have, hold**, receive, take and enjoy the ſaid yearly rent of one hundred and five pounds, and all and ſingular other the premiſes hereby aſſigned or mentioned, *&c.* unto the ſaid *J. E.* his executors, adminiſtrators and aſſigns from henceforth, for and during and until ſuch time only as he the ſaid *J. E.* his executors, adminiſtrators or aſſigns, by equal half-yearly payments, ſhall be fully paid and ſatisfied the ſaid ſum of two hundred and ſixty pounds and the intereſt thereof, after the rate aforeſaid, together with all coſts and charges touching the receipt or recovering thereof, and that in as full, *&c.* **And the ſaid** *A. H.* for the conſiderations aforeſaid, doth hereby direct and appoint the preſent and all other future tenants of the ſaid meſſuage and premiſes, to attorn and become tenants to the ſaid *J. E.* his executors and aſſigns, and to pay to him or them the clear yearly rent of the ſaid meſſuage and premiſes, by equal half-yearly payments, on the two feaſt-days following, *viz. &c.* for and during ſo long and until ſuch time only as the ſaid principal ſum of two hundred and ſixty pounds, and all intereſt from henceforth, after the rate of four pounds *per cent. per annum*,

Recitals of indenture of aſſignment.

Of deed poll.

Aſſignment.

Habendum.

Direction to attorn.

*annum*, together with all charges touching the ſame, if any ſhall be, to him and them fully paid and ſatiſfied; and that all and every the receipts of the ſaid *J. E.* his executors or aſſigns, to the ſaid preſent or any future tenant of the ſaid premiſes, for the ſaid hereby aſſigned yearly rent, ſo to be by him and them paid to the ſaid *J. E.* his executors or aſſigns as aforeſaid, ſhall be as good and ſufficient receipts and diſcharges to him and them, as if the ſame had been actually ſigned and given by the ſaid *A. H.* his executors or adminiſtrators. **Provided always**, and it is hereby agreed and declared, that from and after full payment of the ſaid two hundred and ſixty pounds, intereſt and charges, unto the ſaid *J. E.* his executors or aſſigns, by and out of the ſaid hereby aſſigned yearly rent and premiſes in manner as aforeſaid, then and from thenceforth the aſſignment hereby made, and every covenant, clauſe and thing herein contained ſhall be utterly void and of no effect; and that then he the ſaid *J. E.* his executors or aſſigns, ſhall deliver up to the ſaid *A. H.* his executors or adminiſtrators, the ſaid indenture of leaſe, indenture of aſſignment, and a policy of inſurance by the ſaid deed poll ſo aſſigned to him as aforeſaid; any thing herein contained to the contrary thereof notwithſtanding. **In Witneſs**, &c. Proviſo.

*(Morgan.)*

## *An Aſſignment of a Long Annuity, upon Truſt to aſſign to the now Aſſignor and ſeveral others.*

**To all to whom** theſe preſents ſhall come, I *Adam Archer*, Citizen and Tallow-Chandler of London, **Send greeting. Whereas** *Bernard Bing*, of London, Gentleman, did by a certain deed poll or writing of aſſignment, bearing date the twelfth day of Auguſt which was in the year of our Lord 1765, for the conſiderations therein mentioned, fully and abſolutely ſell and aſſign unto *Caleb Cater*, Citizen and Tallow-Chandler of London, and *Dennis Due*, Citizen and Dyer of London, and me the ſaid *Adam Archer*, our executors, adminiſtrators and aſſigns, **All** his the ſaid *Bernard Bing*'s right, title and intereſt, **Of and in one Annuity** or yearly ſum of fifty pounds, payable unto him, his executors, adminiſtrators and aſſigns, out of the Exchequer, in purſuance of an act of parliament in the ſame deed poll mentioned, for the term of ninety-nine years, to be reckoned from the twenty-fifth day of March which was in the year of our Lord 1765, and of, in and to all orders and tallies then made, and to be made out for the ſame annuity, and all benefit and advantage in reſpect of the premiſes, as by the ſaid recited deed poll, relation being hereunto had, may more fully appear. **And whereas** the ſaid *Caleb Cater* and *Dennis Due* are both ſince dead, by means whereof the ſaid annuity or yearly ſum of fifty pounds, and all their eſtate, right, title and intereſt therein, and thereunto, is now come to, and legally veſted in me the ſaid *Adam Archer* by ſurvivorſhip, **Now know ye**, that I the ſaid *Adam Archer*, for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to me in hand paid by *Ezekiel Edge* of London, Gentleman, at or before the enſealing and delivery of theſe preſents, (the receipt whereof I do hereby acknowledge,) **And** for divers other good cauſes and conſiderations me thereunto eſpecially moving, **Have** bargained, ſold, aſſigned and ſet over, **And** by theſe preſents **Do** bargain, ſell, aſſign and ſet over unto the ſaid *Ezekiel Edge*, his executors, adminiſtrators and aſſigns, **All the ſaid Annuity** or yearly ſum of fifty pounds, and all orders and tallies for or concerning the ſame, and all the benefit thereof; **And all** my eſtate, right, title, intereſt, term of years, claim and demand whatſoever, of, in, to, or out of the ſame annuity and premiſes, and every or any part thereof, together with the ſaid recited deed poll of aſſignment; **To have, hold**, receive, perceive, take and enjoy the ſaid annuity or yearly ſum of fifty pounds, and all other the premiſes, unto the ſaid *Ezekiel Edge*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ninety-nine years therein, **Upon this ſpecial Truſt and Confidence** *nevertheleſs*, that he the ſaid *Ezekiel Edge*, his executors, adminiſtrators or aſſigns, ſhall and do within the ſpace of one calendar month next enſuing the date hereof, aſſign and transfer, or cauſe to be aſſigned and transferred the ſame annuity, and other the premiſes, and all his and their eſtate, right, title, intereſt, term of years, claim and demand whatſoever, of, in, to, or out of the ſame, unto me the ſaid *Adam Archer* and *Fulk Foſter*, Citizen and Tallow-Chandler of London, *George Foſter* of London, Cheeſemonger, *Henry Hall* of London, Gentleman, and *John Jones* of Spittlefields in the County of Middleſex, Silkman, our executors, adminiſtrators and aſſigns, for all the then reſt and reſidue of the ſaid term of ninety-nine years therein; **And** I the ſaid *Adam Archer* do hereby for myſelf, my heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Edge*, his executors, adminiſtrators and aſſigns, that I have not done any act, matter or thing whatſoever, whereby the ſaid annuity and premiſes, or any part thereof, or the ſaid term of ninety-nine years therein, is, are, ſhall or may be forfeited, avoided or impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever, **In Witneſs**, &c.

Recital of an aſſignment of an Exchequer long annuity,

and of the death of two nominees.

Aſſignment.

Habendum.

upon truſt to aſſign to the now aſſignor, and ſeveral others.

Covenant againſt incumbrances.

*(Horſeman.)*

## *The Re-Aſſignment.*

**To all to whom** theſe preſents ſhall come, I *Ezekiel Edge* of London, Gentleman, *ſend greeting.* **Whereas** *Bernard Bing* of London, Gentleman, did by a certain deed poll, or writing of aſſignment, bearing date the twelfth day of Auguſt which was in the year of our Lord 1765, for the conſiderations therein mentioned, fully and abſolutely ſell and aſſign unto *Caleb Cater*, Citizen and Tallow-Chandler of London, ſince deceaſed, *Dennis Due*, Citizen and Dyer of London, alſo ſince deceaſed, and *Adam Archer*, Citizen and Tallow-Chandler of London, their executors, adminiſtrators and aſſigns, all his the ſaid *Bernard Bing*'s right, title and intereſt, of, in and to one annuity or yearly ſum of fifty pounds, payable to him, his executors, adminiſtrators and aſſigns, out of the Exchequer (in purſuance of an act of parliament in the ſame deed poll mentioned) for the term of ninety-nine years, to be reckoned from the twenty-fifth day of March which was in the ſaid year of our Lord 1765, and of, in and unto all orders and tallies then made, and to be made out for the ſame annuity, and all benefit and advantage in reſpect of the premiſes,

Recital of the aſſignment recited in the next preceding deed.

And that one of the then aſſignees (being intitled by ſurvivorſhip) aſſigned the ſame upon truſt to aſſign, &c.

**And whereas** the ſaid *Adam Archer* being legally poſſeſſed of, or ntitled unto the ſaid annuity or yearly ſum of fifty pounds, by right of ſurvivorſhip, did by a certain deed poll or writing of aſſignment, bearing date the fourth day of February laſt paſt before the date hereof, for the conſiderations therein mentioned, bargain, ſell, aſſign and ſet over, **All the ſaid Annuity** or yearly ſum of fifty pounds, and all orders and tallies for or concerning the ſame, **And all** the benefit thereof, **And all** his eſtate and intereſt therein unto me the ſaid *Ezekiel Edge*, my executors, adminiſtrators and aſſigns, from thenceforth, for all the then reſidue of the ſaid term of ninety-nine years therein, **Upon Truſt**, that I the ſaid *Ezekiel Edge*, my executors, adminiſtrators and aſſigns, ſhould within the ſpace of one calendar month next enſuing the date of the ſame deed poll, aſſign and transfer, or cauſe to be aſſigned or transferred the ſame annuity and premiſes unto him the ſaid *Adam Archer* and *Fulk Foſter*, Citizen and Tallow-Chandler of London, *George Foſter*, of London, Cheeſemonger, *Henry Hall*, of London, Gentleman, and *John Jones*, of Spittlefields in the County of Middleſex, Silkman, their executors, adminiſtrators and aſſigns, for all the then reſt and reſidue of the ſaid term of ninety-nine years therein, as by the ſaid recited deeds poll, relation being thereunto had, may more fully and at large appear. **Now know ye**, that I the ſaid *Ezekiel Edge*, in performance of the ſaid recited truſt in me repoſed, as aforeſaid, and for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to me in hand paid by the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall* and *John Jones*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof I do hereby acknowledge,)

Aſſignment.

**Have** bargained, ſold, aſſigned, transferred and ſet over, **And** by theſe preſents **Do** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, **All the ſaid Annuity** or yearly ſum of fifty pounds, and all order and tallies for or concerning the ſame, and the all benefit thereof, **And all** my eſtate, right, title, intereſt, term of years, claim and demand whatſoever, of, in, to or out of the ſame annuity and premiſes, and every or any part thereof, together with the ſaid recited deeds poll;

Habendum.

**To have, hold,** perceive, receive, take and enjoy the ſaid annuity or yearly ſum of fifty pounds, and allother the premiſes, unto the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ninety-nine years therein.

Covenant againſt incumbrances.

**And I the ſaid** *Ezekiel Edge* do hereby for myſelf, my heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, their executors, adminiſtrators and aſſigns, that I have not done any act, matter or thing whatſoever, whereby the ſaid annuity and premiſes, or any part thereof, or the ſaid term of ninety-nine years therein, is, are, ſhall or may be forfeited or avoided, impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

*(Horſeman.)*

*Aſſignment of Lands extended (by an* Elegit*) on a Judgment for Five Hundred Pounds Debt, (found on an Inquiſition by the Sheriff, and Poſſeſſion delivered) to a third Perſon, wherein the Heir of the Perſon againſt whom the Judgment was obtained, joined in order to re-aſſign on Payment of the Money and other Sums lent him and ſecured on the other Lands,* &c.

Recitals. The judgment.

**This Indenture Tripartite**, made, *&c.* **Between** *M. S. L.* of, *&c.* of the firſt part, *T. T.* of, *&c.* of the ſecond part, and *W. T.* of, *&c.* and heir of *A. R.* widow, of the third part. **Whereas** the ſaid *M. S. L.* did heretofore, (that is to ſay) in Hilary Term, which was in, *&c.* obtain a judgment in due form of law in his Majeſty's Court of King's Bench, at Weſtminſter, againſt the ſaid *A. R.* Viſcounteſs B. for five hundred pounds, and nine pounds twelve ſhillings coſts of ſuit, as by ſaid judgment remaining on record in the ſaid court may appear.

The execution thereon and the inquiſition found,

**And whereas** by virtue of the ſaid judgment a proceſs of writ of execution by way of *elegit* was ſince awarded and directed to the Sheriff of the county of B. and by force thereof, and an inquiſition thereon duly taken, the ſaid Sheriff did find and certify, that the ſaid *A. R. V. B.* on the day the judgment was had and obtained againſt her as aforeſaid, and at the time of the taking the ſaid inquiſition, was ſeiſed in fee-ſimple of the rectory impropriate of T. with the appurtenances in the ſaid county of B. then or late in the occupation of the ſaid ———, of the clear yearly value of two hundred pounds over and above all reprizes, and alſo of, *&c. (here inſert ſo much as amounts to half of the premiſes found in the inquiſition)* all of the clear yearly value of one hundred and ſixty pounds, *a moiety* of the lands and tenements found in the ſaid recited inquiſition, the Sheriff aforeſaid *did* accordingly deliver to the ſaid *M. S. L. To hold* to her the ſaid *M. S. L.* and her aſſigns as her freehold, according to the form of the ſtatute in that caſe made and provided, until five hundred pounds debt and her coſts and damages ſhould be fully levied, *As* by the ſaid judgment, *elegit*, inquiſition and return thereof remaining on record in the ſaid Court of King's Bench, relation being thereunto reſpectively had, more fully and at large it doth and may appear.

and poſſeſſion delivered.

Conſideration.

**Now this Indenture witneſſeth**, that the ſaid *M. S. L.* for and in conſideration of the ſum of one hundred and ſixty-three pounds of, *&c.* to her in hand well and truly paid by the ſaid *T. T.* (by the direction and appointment of the ſaid *W. T.*) at, *&c.* and in conſideration of the ſum of one thouſand eight hundred and thirty-ſeven pounds of like, *&c.* to the ſaid *W. T.* in hand alſo paid by the ſaid *T. T.* the ſeveral and reſpective receipts whereof are hereby reſpectively acknowledged, and for other good cauſes and conſiderations thereunto moving,

Aſſignment by M. S L. by the direction of W. T. Premiſes.

**She** the ſaid *M. S. L.* (by the direction of the ſaid *W. T.* teſtified, *&c.*) **Hath** granted, aſſigned, transferred and ſet over, and by theſe preſents **Doth**, &c. unto the ſaid *T. T.* his executors, adminiſtrators and aſſigns, **All** the ſaid rectory, meſſuages, lands, tenements and hereditaments, with their and every of their appurtenances, delivered to the ſaid *M. S. L.* by the ſaid ſheriff as aforeſaid, and all her eſtate, right, title, intereſt, property, claim and demand whatſoever, of, in and to the ſame; and all her right, title and intereſt, in and to the ſaid debt, judgment, *elegit* and extent before recited, and all the benefit thereof, and of and in the ſaid rectory, meſſuages, lands, tenements, hereditaments and premiſes with the appurtenances ſo delivered as aforeſaid, and every part and parcel thereof, and all rents, iſſues and profits of the ſaid premiſes:

Habendum.

**To have and to hold** the ſaid, *&c.* with the appurtenances unto the ſaid *T. T.* his executors, adminiſtrators

administrators and assigns; **And this Indenture further witnesseth**, that the said *W. T.* for the consideration aforesaid, **hath** granted, ratified and confirmed, and by these presents **doth**, *&c.* unto the said *T. T.* his executors and assigns, **The** said rectory, *&c.* with the appurtenances hereby assigned or mentioned to be assigned, **To hold** the same to the said *T. T.* his executors, administrators and assigns; **And** the said *M. S. L.* for herself, her heirs, executors and administrators, doth covenant, promise and agree, to and with the said *T. T.* her executors, administrators and assigns, by these presents, that she the said *M.* hath not assigned, released or discharged the said judgment, *elegit* or execution, or done any act, matter or thing, nor will do any act, matter or thing, to release, discharge or prejudice the said debt, judgment, *elegit*, execution, extent, or the interest of the said *T. T.* his executors, administrators or assigns, in or to the same in any wise whatsoever; but that the said *T. T.* his executors, administrators or assigns, shall and may, notwithstanding any act done or to be done by her, by all good and lawful means he lawfully may or can, receive, perceive, take and enjoy all and singular the premises hereby granted and assigned, or intended to be granted and assigned, and the rents, issues and profits as aforesaid; **And** the said *W. T.* for himself, his heirs, executors and administrators, doth, *&c.* to and with the said *M. S. L.* her, *&c.* by these presents, that he the said *W. T.* his, *&c.* shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *M. S. L.* her heirs, executors and administrators, and every of them, of, from and against all troubles, charges, damages and expences whatsoever that shall in any wise happen to her or them, or grow, arise or accrue by consent, means or occasion of any reservation in the name or names of her the said *M. S. L.* her heirs, executors or administrators, by virtue or means of this present assignment, or any thing herein contained, or by reason or means of any writ or writs, bill or bills, suit or suits in any court of law or equity, or by any action or process against the said *M. S. L.* her heirs, executors or administrators, or any or either of them, touching or concerning the premises hereby assigned, every or any part thereof; breach of covenant herein contained, and on the part of the said *M. S. L.* to be performed, only foreprised and excepted. **And** the said *W. T.* for himself, his heirs, executors and administrators, doth hereby release and discharge the said *M. S. L.* her executors, administrators and assigns, from all actions, suits, prosecutions and demands whatsoever, for or by reason of any and every the rents, issues and profits by her had or received by reason or virtue of the abovementioned judgment, or the execution or extent thereupon had; **And** it is hereby declared and agreed, by and between the said *W. T.* and *T. T.* by these presents, that the said judgment and extent is so as aforesaid to the said *T. T.* assigned to protect and defend all and every the lands, tenements and hereditaments so as aforesaid mentioned to be extended, and every part of them, of and from all incumbrances whatsoever; and that they shall be kept on foot for that purpose, until the said sum of two thousand pounds, being the consideration money of these presents, and advanced and lent by the said *T. T.* to the said *W. T.* shall, with legal interest from the day before the day of the date of these presents, be repaid to the said *T. T.* his executors, administrators or assigns, by the said *W. T.* his heirs, executors, administrators or assigns, and afterwards to be assigned by the said *T. T.* his executors, administrators or assigns, as the said *W. T.* his heirs and assigns, shall direct and appoint. **In Witness**, &c.

Confirmation by said W. T.

Covenants.

Has not discharged, &c.

To indemnify the assignor.

W. T. releases the assignor from actions, &c.

Declaration that the assignment is to protect lands from incumbrances till the consideration money and interest be paid, afterwards to be assigned.

*(Wood.)*

## *An Assignment of Leasehold Premises taken in Execution on an* Elegit *in Part of Satisfaction of a Judgment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment*, &c.

**This Indenture**, made, *&c.* **Between** *J. W.* of, *&c.* of the one part, and *T. Y.* of, *&c.* of the other part. **Whereas** the said *J. W.* did, in or as of Trinity Term last, obtain judgment in his present Majesty's Court of King's Bench at Westminster, against *J. H.* late of, *&c.* by the name of, *&c.* for a debt of two hundred pounds, and sixty-three shillings costs of suit, which said judgment still stands in full force not annulled or made void, as by the records of the said court, reference being thereunto had, may appear: **And whereas** the said judgment was by agreement between the said *J. W.* and *J. H.* to be only as a security for the payment of the sum of one hundred and nine pounds three shillings and four-pence, and interest: **And whereas** the said *J. H.* is dead (as is supposed) intestate, and soon after his death (no administration of his effects being granted to any person or persons whatsoever) the said *J. W.* sued out of the said court a writ of *elegit* on the said judgment, directed to the then Sheriff of Middlesex, and by virtue of which writ the said Sheriff, on the 30th day of September last, took an inquisition, and thereon it was found that the said *J. H.* on the 7th day of June last, on which day the said writ issued, and afterwards until the time of his death was possessed of and intitled unto the remainder of a certain term of twenty-one years then to come and unexpired, and in all that messuage, *&c.* during the remainder of a term of twenty-one years, *&c.* together with the use of, *&c.* during the remainder of the said term of twenty-one years, which at any time since the commencement thereof had been fixed and made to, and were at the time of the said inquisition part of the said premises; *Subject nevertheless* to the payment of divers sums of money for which the same is mortgaged; the interest thereof and the arrears or rent due for the same, amounting together to the sum of six hundred and forty-four pounds and upwards, were in and by the said inquisition valued or appraised at the sum of thirty-five pounds. **Now this Indenture witnesseth**, that the said *J. W.* for and in consideration of the sum of one hundred and twenty pounds of, *&c.* to him in hand paid by the said *T. Y.* the receipt, *&c.* **Hath** bargained, *&c.* and by, *&c.* **Doth** bargain, *&c.* unto the said *T. Y.* his, *&c.* **The** said messuage or tenement and premises with the appurtenances (**Subject** as aforesaid) for the now remainder of the said term, and all the estate, right, title, interest, property, claim and demand of him the said *J. W.* in and to the same, and in and to the said judgment, writ of *elegit* and inquisition thereon taken, and all benefit, sum and sums of money, profit and advantage whatsoever which has been had or obtained, or which may be hereafter had or obtained by reason or means of the said judgment, *elegit* and inquisition, or any action, execution, *elegit* or extent thereupon to be had, sued, taken and obtained, and all lands and tenements or other things, which by virtue of any *elegit*, execution or other process, may be at any time hereafter to be had, taken or extended thereon; **And** the

Recitals.

Judgment for 200l. and 63s. costs.

As security for payment of 109l. 3s. 4d. and interest.

Debtor dead.

No administration.

Elegit.

Appraisement.

Consideration.

Letter of attorney.

the ſaid *J. W.* doth hereby authoriſe, *&c.* the ſaid *T. Y.* his, *&c.* his the ſaid *J. W.*'s true and lawful attorney, *&c.* to aſk, demand, ſue for, recover and receive of and from the heirs, executors or adminiſtrators of the ſaid *J. H.* or of, or from any other perſon or perſons whom it may concern, the whole ſum which now remains due on the ſaid judgment and unſatisfied by the ſaid *elegit* and inquiſition, or which ſhall or may become due and payable thereupon, and for ſuch end and purpoſe to proſecute, or cauſe to be proſecuted with effect ſuch *elegit* or *elegits*, execution or executions as he or they ſhall think fit or be adviſed, and upon payment thereof to acknowledge ſatisfaction upon the record of the ſaid judgment, or one or more acquittances or other ſufficient diſcharges for him the ſaid *J. W.* and in his name to give and execute for the ſame, ratifying and confirming whatſoever the ſaid attorney or attornies ſhall lawfully do or cauſe to be done in and about the premiſes, in as full and ample manner to all intents and purpoſes, as he the ſaid *J. W.* could do if perſonally preſent; And the ſaid *J. W.* doth for

Covenart has not releaſed, &c.

himſelf, his, *&c.* hereby covenant, *&c.* to and with the ſaid *T. Y.* his, *&c.* that he the ſaid *J. W.* hath not releaſed or otherwiſe diſcharged, nor will at any time hereafter releaſe or otherwiſe diſcharge the ſaid judgment, or the money now remaining due or to become due thereon, or any part thereof, without the direction or appointment of the ſaid *T. Y.* his, *&c.* firſt had and obtained in writing, or the order or direction of ſome court of law or in equity, but ſhall and will at any time hereafter, at the requeſt, coſts and charges of the ſaid *T. Y.* his executors, adminiſtrators or aſſigns, do and execute any further and other needful and reaſonable act, deed or aſſignment, the better to enable him or them to receive the money now due or hereafter to become due and payable on the ſaid judgment; And laſtly, the ſaid *T. Y.* for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *J. W.* his, *&c.* that he the ſaid *T. Y.* his, *&c.* ſhall and will from time to time and at all times hereafter, well and ſufficiently ſave harmleſs and keep indemnified the ſaid *J. W.* his executors and adminiſtrators, of and from all damages, coſts and charges he or they may ſuſtain or be put unto, for or by reaſon or means of any future proceedings to be had or taken by the ſaid *T. Y.* his, *&c.* upon or by virtue of the ſaid judgment. In Witneſs, &c.

## *An Aſſignment of Eaſt-India Stock, for the ſecuring of an Annuity for Life payable thereout.*

Recital of contract for purchaſe of ſaid annuity.

THIS Indenture made, *&c.* Between *A. B.* of, *&c.* of the firſt part, and *C. D.* of, *&c.* of the ſecond part, and *E. F.* and *G. H.* of, *&c.* of the third part. Whereas the ſaid *C. D.* hath contracted and agreed with the ſaid *A. B.* for the abſolute purchaſe of an annuity, or clear yearly ſum of —— *per annum*, to be paid to him during his the ſaid *C. D.*'s natural life, for the ſum of —— of, *&c.* which ſaid annuity is to be ſecured, paid and payable, in ſuch manner as herein after is mentioned and expreſſed:

Conſiderations.

Now this Indenture witneſſeth, that as well in purſuance of the ſaid contract or agreement, as for and in conſideration of the ſaid ſum of, *&c.* to the ſaid *A. B.* in hand at, *&c.* the receipt, *&c.* He the ſaid *A. B.* at the ſpecial inſtance and requeſt, and by and with the conſent, direction and approbation of the ſaid *C. D.* teſtified by her being made a party to, and ſigning, ſealing and executing theſe preſents,

Aſſignment of — credit in ſaid company to the two truſtees.

Hath aſſigned, transferred and ſet over, and by theſe preſents Doth, *&c.* unto the ſaid *E. F.* and *G. H.* the ſum of —— credit in the principal ſtock and fund of the United Company of Merchants of England trading to the Eaſt-Indies, in the transfer-books of the ſaid company, according to the uſual cuſtom and method of transferring the ſaid ſtock, as by the transfer-books of the ſaid company, reference being thereunto had, may appear;

Upon the truſts, &c. viz. that truſtees during life of annuitant, ſhall by letter of Attorney impower him to receive his annuity out of dividends when payable.

In Truſt nevertheleſs to and for the ſeveral uſes, intents and purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame, and to and for no other uſe, truſt, intent or purpoſe whatſoever; (that is to ſay) upon truſt that they the ſaid *E. F.* and *G. H.* and the ſurvivor of them, and the executors, *&c.* of ſuch ſurvivor, ſhall and do from time to time, and at all times hereafter during the natural life of the ſaid *C. D.* well and truly pay unto, or otherwiſe by a good and ſufficient letter of attorney or letters of attorney, or other lawful and proper ways and means, as by the ſaid *C. D.* or his aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required, fully and ſufficiently authoriſe and impower the ſaid *C. D.* and his aſſigns, to receive and take the ſaid annuity or clear yearly ſum of —— by equal half-yearly payments, as the ſame ſhall become due and payable, by and out of the dividends and profits ariſing from the ſaid ——— credit in the ſaid ſtock ſo transferred unto the ſaid *E. F.* and *G. H.* by the ſaid *A. B.* as aforeſaid, and to detain and keep the ſame to his and their own uſe, in full ſatisfaction, payment and diſcharge of the ſaid annuity or clear yearly ſum of — pounds ſo contracted and agreed for as aforeſaid; the firſt of which ſaid half-yearly payments ſhall begin and be made out of the dividend ariſing from the ſaid —— credit in the ſaid ſtock, which ſhall become due and payable at the feaſt-day of ——— next enſuing the date hereof, and from and after the deceaſe of the ſaid *C. D.*

the firſt payment to begin, &c.

Then upon Truſt that they the ſaid *E. F.* and *G. H.* and the ſurvivor of them, and the executors, *&c.* of ſuch ſurvivor, ſhall and do, as ſoon as conveniently may be, re-aſſign and transfer, or cauſe to be re-aſſigned or transferred unto the ſaid *A. B.* his, *&c.* the ſaid —— credit in the ſaid ſtock, free from all manner of incumbrances whatſoever, by them the ſaid *E. F.* *&c.* and the ſurvivor and ſurvivors of them, his executors, *&c.* or any of them in the mean time, had, made, done, committed or ſuffered:

and after death of annuitant, then truſtees to aſſign ſaid credit free of incumbrances to grantor of annuity.

Provided always nevertheleſs and it is expreſsly declared and agreed, by and between all the ſaid parties to theſe preſents, and particularly the ſaid *A. B.* doth hereby for himſelf, his, *&c.* covenant, promiſe and agree, to and with the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his, *&c.* that in caſe the ſaid company ſhall at any time or times hereafter, during the natural life of the ſaid *C. D.* reduce or leſſen the dividend or dividends payable on their principal ſtock; ſo as the ſaid —— credit in the principal ſtock of the ſaid company ſhall not produce or yield the annuity or clear yearly ſum of —— *per annum*, ſo contracted and agreed for as aforeſaid, free of all deductions or abatements whatſoever; then and in ſuch caſe, and as often as the ſame ſhall ſo happen, he the ſaid *A. B.* his, *&c.* ſhall and will, before the then next dividend ſhall become due and payable, aſſign and transfer, or cauſe to be aſſigned and transferred unto the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his, *&c.* upon the like truſts aforeſaid, ſo much credit in the ſaid principal ſtock of the ſaid company, or ſuch other further ſecurity as ſhall be approved of by the ſaid *C. D.* and his aſſigns, which together with the ſaid ſum of —— already transferred, ſhall produce and yield the annuity or clear yearly

A proviſo, and grantor of ſaid annuities covenants with truſtees, that if company, during life of annuitant, leſſen their dividends, ſo that ſtock of company ſhall not yield ſufficient to pay ſaid annnuity, then and ſo often he, before next divtdend

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ſum of ——pounds *per annum* at leaſt, and if the ſaid — credit in the ſaid ſtock already transferred as aforeſaid, together with ſuch additional ſtock or other ſecurity to be approved of as aforeſaid, as ſhall and may be hereafter transferred to and for the uſes aforeſaid, ſhall produce or yield more than the annuity or yearly ſum of ——— *per annum*, ſo contracted or agreed for as aforeſaid, then the overplus of ſuch dividend and intereſt, more than the ſaid annuity or clear yearly ſum of —— pounds *per annum*, ſhall from time to time, as often as the ſame ſhall ſo happen, be paid unto the ſaid *A. B.* his, *&c.* it being the true intent and meaning of theſe preſents, and of the parties hereunto, that the clear annuity or yearly ſum of —— *per annum*, and no more, ſhall be paid to the ſaid *C. D.* and his aſſigns, during the term of his natural life as aforeſaid. **Provided always**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his, *&c.* to pay and deduct to themſelves, and to each of them, by and out of the ſaid yearly annuity, or the payments to be made thereon, all ſuch ſum or ſums of money, charges and expences whatſoever, which they or either of them ſhall diſburſe, expend or be put unto, lay out or ſuſtain, touching or concerning the truſts hereby in them repoſed, or any thing relating thereunto, and that they ſhall be only reſponſible or anſwerable for their own reſpective acts, receipts, neglects or defaults, and not the one for the other, nor the one for the acts, receipts, neglects or defaults of the other of them, and that neither of them ſhall be charged or chargeable with any involuntary loſs. **Provided likewiſe**, and it is further declared and agreed, by and between the ſaid parties to theſe preſents, and the ſaid *A. B.* for himſelf, his, *&c.* doth covenant, promiſe and agree, to and with the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his, *&c.* as followeth, *viz.* that he the ſaid *A. B.* his heirs, *&c.* ſhall and will pay and ſatisfy all and every ſum and ſums of money (if any) as ſhall at any time hereafter, during the natural life of the ſaid *C. D.* be called in or ordered to be paid, in reſpect or on account of the ſaid —— ſtock in the ſaid company, or any other additional ſtock, which may hereafter be transferred to the uſe aforeſaid, and that always ten days at leaſt before the expiration of the reſpective times limited and appointed by the ſaid company for paying in the ſame, and thereof and therefrom indemnify and keep harmleſs the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his, *&c.* **And** the ſaid *A B.* for himſelf, his executors, *&c.* doth covenant and agree to and with the ſaid *E. F.* and *G. H.* and the ſurvivor of them, his executors, *&c.* that in caſe the ſaid company, after the expiration of their preſent charter, (provided the ſame ſhall happen in the life-time of the ſaid *C. D.*) ſhall not renew the ſame, but ſhall pay and diſcharge the ſaid principal ſtock in the ſaid company, that then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *E. F.* and *G. H.* and the ſurvivor or them, his, *&c.* to lay out and diſpoſe of the monies ſo paid unto them by the ſaid company, in the purchaſe of ſome other public or government ſecurity or ſecurities, as ſhall be approved of by the ſaid *C. D.* or his aſſigns, or his or their counſel learned in the law, as ſhall be ſufficient to pay the ſaid annuity or clear yearly ſum of —— *per annum*, free and clear of all taxes, rates, aſſeſſments and impoſitions whatſoever, impoſed or which ſhall be impoſed thereon by the authority of parliament, or otherwiſe howſoever; and in caſe the money ſo paid in as aforeſaid, ſhall not be ſufficient to purchaſe ſuch annuity as aforeſaid, then, and in ſuch caſe, he the ſaid *A. B.* his, *&c.* ſhall and will on demand make good and pay unto the ſaid *E. F. &c.* and the ſurvivors and ſurvivor of them, his, *&c.* what the ſame ſhall ſo ſhall fall ſhort and prove deficient; **And further**, that if the ſaid company ſhall at any time hereafter, during the natural life of him the ſaid *A. B.* make default in the uſual payments of any half-yearly dividends in reſpect of their principal ſtock, or if the ſaid company ſhall at any time hereafter, during the term aforeſaid, neglect to pay down the ſtock, for the ſpace of ſix months after the ſame ſhall become due and payable, according to the uſual cuſtom and method of paying the ſaid half-yearly dividends, *viz.* at the feaſt of —— and the feaſt of —— that then, and in either of the ſaid caſes, he the ſaid *A. B.* his, *&c.* ſhall and will (as often as the ſame ſhall ſo happen, during the ſaid term) well and truly pay, or cauſe to be paid unto the ſaid *C. D.* or his aſſigns, the full ſum of —— of, *&c.* being the moiety or half-part of the ſaid annuity, or clear yearly ſum of, —— *per annum*, ſo contracted and agreed for, as aforeſaid, to be paid out of the dividends and profits ariſing from the ſaid—— ſtock in the ſaid company; **And alſo** that if the ſaid *C. D.* ſhall happen to depart this life, after ſuch half-yearly dividend ſhall become due and not paid by the ſaid company, or if the ſaid *C. D.* ſhall happen to depart this life between either of the ſaid half-yearly feaſts or days of payment, whereon the ſaid dividends uſually grow due to be paid as aforeſaid; that then, and in ſuch caſe, they the ſaid *E. F. &c.* and the ſurvivor of them, his, *&c.* or in default thereof as aforeſaid, he the ſaid *A. B.* his, *&c.* ſhall and will well and truly pay, or cauſe to be paid unto the executors, *&c.* of the ſaid *C. D.* ſo much of the ſaid annuity or clear yearly ſum of —— *per annum*, as from the laſt half-yearly payment thereof ſhall be due and owing unto the day of his death; any thing herein contained to the contrary notwithſtanding. **And** the ſaid *A. B.* doth for himſelf, his, *&c.* covenant, promiſe and agree to and with the ſaid *C. D. E. F. &c.* and the ſurvivors and ſurvivor of them, his, *&c.* in manner following; (that is to ſay) That for and notwithſtanding any act, matter or thing whatſoever, made, done, committed or ſuffered by him to the contrary, he the ſaid *A. B.* now on the day of the date, and at the time of the ſealing and delivery hereof, hath in himſelf good right, full power, true title, and lawful and abſolute authority to aſſign and transfer the ſaid —— ſtock, in manner aforeſaid. **And** the ſaid *C. D.* doth hereby for himſelf, his, *&c.* covenant, promiſe and agree to and with the ſaid *A. B.* his, *&c.* that the executors, *&c.* of the ſaid *C. D.* ſhall and will, within the time and ſpace of fourteen days next after the day of the death of him the ſaid *C. D.* procure or cauſe to be procured a proper and legal certificate of the death and burial of him the ſaid *C. D.* to the intent and purpoſe, that they the ſaid *E. F. &c.* and the ſurvivors or ſurvivor of them, his, *&c.* do and ſhall re-aſſign and transfer unto the ſaid *A. B.* his, *&c.* the ſaid —— credit in the ſtock, together with ſuch additional ſtock, or other ſecurity, as ſhall or may hereafter be aſſigned or transferred unto the ſaid *E. F. &c.* and the ſurvivors and ſurvivor of them, his, *&c.* to the uſes aforeſaid, together alſo with all the dividends, intereſt and profits due and payable thereon, in diſcharge of the truſt repoſed in them as aforeſaid. **And laſtly**, the ſaid *E. F. &c.* do hereby for themſelves ſeverally and reſpectively, their ſeveral and reſpective executors, *&c.* covenant, promiſe and agree to and with the ſaid *A. B.* that they the ſaid *E. F. &c.* and the ſurvivors and ſurvivor of them, his, *&c.* ſhall and will, within fourteen days after the deceaſe of the ſaid *C. D.* having firſt received a legal and proper certificate of ſuch his death, burial, and not otherwiſe, re-aſſign and transfer, or cauſe to be re-aſſigned and transferred unto the ſaid *A. B.* his, *&c.* the ſaid —— ſtock in the ſaid company, together with ſuch additional ſtock,

payable, ſhall transfer to ſaid truſtees further credit in ſaid company, as, together with preſent, ſhall be ſufficient to pay ſaid annuity, and the overplus to be paid to grantor.

Power for truſtees to dededuct their charges, &c. to be anſwerable for reſpective acts only, not to be chargeable with any voluntary loſs.

A proviſo and grantor covenants to pay all ſums to be called in to be paid on account of ſaid ſtock.

As to the company's renewing their charter.

Then truſtees to diſpoſe of their monies in company upon other public fund;

and if the company make default in payment of dividends, then grantor to pay the ſame.

and if annuitant die between half-yearly payments, then truſtees, or the grantor, to pay ſo much of annuity as ſhall be due at the annuitant's death.

Covenant from grantor, that he hath good right, &c.

Annuitant covenants, viz. that his executors, &c. within 14 days after his death, procure a certificate of his death, to the intent that truſtees may re-aſſign, &c. covenant from truſtees to re-aſſign accordingly.

or other ſecurity, as ſhall or may hereafter be aſſigned and transferred as aforeſaid free of all incumbrances whatſoever by them, or either or any of them, in the mean time had made, done, committed or ſuffered, together alſo with all the dividends, intereſt and profits due and payable thereon, in diſcharge of the truſts aforeſaid, to the only proper uſe and behoof of the ſaid *A. B.* his, *&c.* for ever, and to and for no other uſe, truſt, intent and purpoſe whatſoever. In Witneſs, &c.

I approve of this draught,

*(J. Ward.)*

### *Aſſignment by Indorſement of Articles of Agreement for the Sale of Goods.*

Aſſignment.

KNOW all Men by theſe preſents, That I *Ann Bailey* of, *&c.* adminiſtratrix of the within named *Charles Bailey*, late, *&c.* deceaſed, for and in conſideration of two hundred pounds of, *&c.* the receipt, *&c.* have granted, bargained, ſold and aſſigned, and do hereby grant, *&c.* unto *Daniel Eddy* of, *&c.* the within written articles of agreement, and all and every the goods mentioned in the ſchedule thereunto annexed; and all and every ſums of money to become or grow due by or upon any covenant or agreement therein contained; and all right of action, eſtate, benefit, advantage, claim and demand whatſoever, or in any manner howſoever; To have, hold, receive, take and enjoy all and ſingular the ſaid goods, and all the premiſes, with the appurtenances, unto the ſaid *D. E.* his executors, adminiſtrators and aſſigns, to his and their own uſe and uſes, and as his and their own proper goods and chattels from henceforth for ever, free and clear of all former and other eſtates, debts, charges and incumbrances whatſoever committed, done or ſuffered by me the ſaid *A. B.* or the ſaid *C. B.* deceaſed, or any other perſon or perſons whatſoever: And I the ſaid *A. B.* do make, nominate and appoint the ſaid *C. D.* his executors, adminiſtrators and aſſigns to be my true and lawful attorney, to demand and receive all and ſingular the ſaid premiſes before bargained and aſſigned by all lawful ways and means whatſoever, and upon receipt thereof to execute and give proper acquittances and diſcharges for the ſame; and I do hereby agree to ratify and confirm all the lawful acts which the ſaid *C. D.* ſhall do or cauſe to be done in the premiſes. In Witneſs, &c.

Power of attorney.

### *An Aſſignment by a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the ſame, upon Truſt to pay her Huſband's Debts, or in Proportion, &c. with Covenants from the Creditors as to their contributing towards the Expences of Suits concerning the aſſigned Premiſes, with Agreement as to how Monies recovered ſhall be diſpoſed of.*

THIS Indenture of Six Parts, made the, *&c.* Between *G. S.* widow, relict and executrix of *T. S.* late of London, Merchant, deceaſed, of the firſt part, Sir *C. C.* Baronet, Sir *J. A.* Knight, *E. Y.* Eſquire, *T. G.* Gentleman, and *R. B.* Merchant, aſſignees under a commiſſion of bankrupt againſt Sir *S. E.* late of London, Knight, on the ſecond part; *R. G.* of London, Merchant, on the third part, Dame *M. L.* of London, widow, *T. M.* of London, Gentleman, and *H. L.* Citizen and Fiſhmonger, of London, executors of the laſt will and teſtament of Sir *S. L.* Knight, late, *&c.* who was executor of the laſt will and teſtament of his ſon *T. L.* late of, *&c.* Merchant, deceaſed, on the fourth part, *E. H.* of London, Clerk, *A. P. H. M.* of, *&c.* Jewellers, *J. S.* of, *&c.* widow, *H. S.* of, *&c.* Gentleman, *E. M.* of, *&c.* Taylor, *J. C.* of London, widow, *B. S.* of, *&c.* Silkman, and *J.* K. of, *&c.* and *L. M.* of, *&c.* Merchants, on the fifth part, and *H. R.* of, *&c.* Mariner, and *R. H.* of, *&c.* Mariner, of the ſixth part, Witneſſeth, that whereas the ſaid *T. S.* in or about the year of our Lord 17—, was, together with *T. S.* ſenior, *E. L.* and *J. B.* of London, Merchants, poſſeſſed of or intitled unto a certain ſhip or veſſel called the Windſor Frigate, in equal four parts; and alſo of and unto the cargo of lading of goods and merchandizes put on board the ſaid ſhip, (which was then bound on a voyage to the Eaſt Indies, where ſhe afterwards arrived) in like equal fourth parts: And whereas the ſaid *T. S.* and *J. B.* (ſince deceaſed) were ſupercargoes of the ſaid ſhip in the ſaid voyage, and did together with *T. C.* junior, (ſon of the ſaid *E. C.*) lay out and inveſt in goods and commodities at Surat in the Eaſt Indies aforeſaid, of their own proper eſtates excluſive of the foregoing cargo, fifteen thouſand four hundred and ſixty-two rupees, and forty-one piſe, which goods laſt mentioned were laden on board the ſaid ſhip the Windſor Frigate, then bound on a voyage from Surat aforeſaid to Buſſero, and from thence to Bengale; and by a certain writing or invoice dated at Surat aforeſaid, the 12th of March, *Anno Domini* 17—, ſigned by the ſaid *T. S. J. B.* and *T. C.* junior, (wherein the particulars of all the ſaid laſt mentioned goods and commodities were ſet down and expreſſed) it was agreed and declared that the ſame were and ſhould be upon the account and riſque of the ſaid *T. S. J. B.* and *T. C.* junior, in the proportions following (that is to ſay) ſix thouſand four hundred and thirty-two rupees, and thirty-ſeven piſe, for the account and riſque of the ſaid *T. S.* ſix thouſand four hundred and ſeventy rupees, and four piſe, for the account and riſque of the ſaid *J. B.* and the remaining two thouſand five hundred and ſixty rupees, for the account and riſque of the ſaid *T. C.* junior, as by the ſaid writing or invoice, relation being thereunto had, may more fully appear: And whereas at the time of the deceaſe of the ſaid *T. S.* there was one or more ſuit or ſuits depending at law, and in the High Court of Chancery, between the ſaid *T. S.* and the ſaid *R. G.* and the ſaid Sir *S. E.* or ſome of them as plaintiff or plaintiffs againſt the ſaid *T. C.* ſenior, *E. C. T. C.* junior, or ſome of them, and other defendants, touching the ſaid ſhip and cargoes, and the voyage ſhe made or was to have made to and in the Eaſt Indies as aforeſaid, and back again to London; and alſo touching and concerning the intereſt, produce and return of the ſaid ſix thouſand four hundred and thirty-two rupees, and thirty-ſeven piſe, laid out and inveſted in goods and commodities as aforeſaid, upon the account and riſque of the ſaid *T. S.* and touching the loſs and damage ſuſtained by the ſaid *T. S.* by reaſon that the ſaid ſhip did not ſail from Buſſero to Bengale aforeſaid,

Recital that four perſons were poſſeſſed of a ſhip in four equal parts, and alſo of the cargo of the ſaid ſhip, (which was bound and went to the Eaſt Indies) in like equal four parts. That two of the ſaid perſons were ſupercargoes of the ſaid ſhip, and laid out ſeveral ſums of money in goods. And by their deed in writing declared the proportions that belonged to each of them. Recital of ſuits in law and chancery between the ſaid parties relating to the ſaid ſhip and cargo.

aforeſaid, but proceeded from Buſſero on her voyage to London; and touching ſeveral other tranſactions and proceedings of the ſaid *T. S. J. B.* and *T. C.* junior, during the ſaid voyages; in one of which cauſes a decree was made in the ſaid High Court of Chancery on or about the ſixth day of June in the year of our Lord 17—, whereby an account was ordered to be taken by Mr. *Dormer*, one of the Maſters of the ſaid Court, of the proceedings of the ſaid voyage; and the ſaid Maſter was to examine and certify what damages the ſaid *T. S.* ſuſtained, by reaſon of the ſaid ſhip's not ſailing from Buſſero to Bengale aforeſaid, according to the agreement made for that purpoſe between the ſaid *T. S.* and the ſaid *J. B.* and ſuch other directions were given touching the reſt of the demands of the ſaid *T. S. R. G.* and Sir *S. E.* as in the order made upon the hearing of the ſaid cauſe, are particularly mentioned and expreſſed: But by reaſon of the death of the ſaid *T. S.* which happened in or about the month of June, *Anno Domini* 17—, the ſaid account hath not yet been taken; nor hath he the ſaid *T. S.* or the ſaid *R. G.* and Sir *S. E.* or any of them, had any relief under, or by virtue of their ſaid decree, or otherwiſe, for any of the matters in queſtion as aforeſaid: **And whereas** the ſaid *T. S.* was at the time of his deceaſe indebted unto the ſaid *R. G.* and Sir *S. E.* in the ſum of one thouſand three hundred pounds, or thereabouts, upon a mortgage to them made of his fourth part of the ſaid ſhip, or otherwiſe; an account of which debt was directed by the ſaid decree to be taken and certified by the ſaid maſter; and was alſo indebted to the above named *T. L.* or the ſaid Sir *S. L.* as his executor, in the ſum of ſeven hundred and thirty pounds ſix ſhillings, beſides intereſt, by virtue of a bond given by the ſaid *T. S.* to the ſaid *T. L.* bearing date the ſixteenth day of November, *Anno Domini* 17—, for or on account of the ſum of three thouſand three hundred and twenty-nine rupees advanced by him to the ſaid *T. S.* in Bengale aforeſaid, for the better enabling the ſaid *T. S.* to make an inveſtment, and provide a cargo of fine goods there for the ſaid ſhip, the Windſor Frigate, which ought to have ſailed from Buſſero aforeſaid to Bengale, but inſtead thereof proceeded directly on her homeward-bound voyage from Buſſero to London, by reaſon whereof the ſaid *T. S.* was obliged to diſpoſe again of the cargo provided by him in Bengale for the ſaid ſhip, and the damages and loſſes which he thereby ſuſtained amounted to the ſaid ſum of three thouſand three hundred and twenty-nine rupees, or upwards; and was alſo indebted to the above named *E. H.* in the ſum of two hundred and fifty pounds principal money, to the ſaid *J. P.* and *H. M.* in the ſum of two hundred and two pounds, to the ſaid *J. S.* in the ſum of one hundred and two pounds five ſhillings, to the ſaid *H. S.* in the ſum of fifty pounds, to the ſaid *E. G.* in the ſum of thirty pounds, to the ſaid *J. C.* in the ſum of twenty-five pounds, to the ſaid *B. S.* in the ſum of fifty pounds, to the ſaid *K. G.* in the ſum of thirty-five pounds. **And whereas** by indenture bearing date on or about the eighteenth of February 17—, made between the ſaid *T. S.* of the one part, and the ſaid *E. H.* of the other part (reciting as therein is recited,) the ſaid *T. S.* for the ſaid conſideration therein mentioned, did grant, bargain, ſell, aſſign, and ſet over unto the ſaid *E. H.* all his part, ſhare and intereſt of and in the ſaid ſhip the Windſor Frigate, and of and in the goods, commodities and cargo on board the ſaid ſhip, and alſo all and every ſum and ſums of money, goods, commodities, ſtock, ſhare or intereſt in any monies, goods, and things whatſoever, due, owing, coming, belonging or payable unto the ſaid *T. S.* from any perſon or perſons whomſoever, upon account or in reſpect of the ſaid ſhip the Windſor Frigate, or her cargo, or any part thereof, in the aforeſaid voyage, or any other voyage or voyages by her made, to or from any port or place whatſoever; and alſo the ſaid ſix thouſand four hundred and thirty-two rupees, and thirty-ſeven piſe, laid out and inveſted as aforeſaid, and every part thereof, with all the increaſe, benefit, intereſt and advantage, that could or might be gotten thereby; **To hold** to the ſaid *E. H.* his executors and adminiſtrators, as his and their own proper monies, goods and eſtate, for ever; **In Truſt** nevertheleſs that the ſaid *E. H.* his executors and adminiſtrators, ſhould, as ſoon as might be after he or they ſhould be poſſeſſed of the ſaid monies, goods, effects and other things, pay, retain and keep to him or themſelves the ſaid ſum of two hundred and fifty pounds, and alſo pay to the ſaid *A. P. H. M. J. S. E. G. J. C. B. S.* and *K. G.* ſeverally and reſpectively, and to their ſeveral and reſpective executors, adminiſtrators and aſſigns, the ſeveral and reſpective ſums of money herein above mentioned or recited to be due to them reſpectively, (or in proportion to their ſaid ſeveral debts in caſe the ſaid aſſigned premiſes ſhould not extend to pay the whole,) and after payment of the ſaid ſeveral debts as aforeſaid, then in truſt to pay to himſelf and the ſaid ſeveral other perſons, their executors, adminiſtrators and aſſigns, all ſuch intereſt monies, or other ſums of money as ſhould be then due for their ſaid debts, or any of them, (or in proportion to their ſaid ſeveral debts, in caſe there ſhould not be enough to pay the whole intereſt,) and after ſuch payments as aforeſaid, then in truſt to pay the overplus (if any) to the ſaid *T. S.* his executors, adminiſtrators or aſſigns. **Now this Indenture witneſſeth,** That the ſaid *G. S.* at the requeſt and deſire as well of the ſaid *T. H.* and of the ſaid ſeveral other creditors of her ſaid late huſband herein above mentioned, for whom the ſaid *E. H.* is a truſtee as aforeſaid, as alſo of the above named Dame *M. L. T. M.* and *H. L.* reſpectively, teſtified by their being parties to, and executing of theſe preſents, and for the better ſecuring the payment of the ſaid ſeveral debts and ſums of money to them reſpectively due and owing as aforeſaid, in ſuch manner and proportion as is herein after expreſſed; and in conſideration of five ſhillings of lawful money to her in hand paid, at or before the ſealing and delivery of theſe preſents, by the ſaid *E. H.* the receipt whereof is hereby acknowledged, **hath** bargained, ſold, aſſigned, ſet over, ratified and confirmed, and by theſe preſents **doth** bargain, ſell, aſſign, ſet over, ratify and confirm unto the ſaid *E. H.* all ſuch part, ſhare and intereſt of and in the ſaid ſhip the Windſor Frigate, and the goods, commodities and cargoes which were loaded on board the ſaid ſhip in the aforeſaid voyages, or any other voyage or voyages, and of and in the produce or returns thereof, as the ſaid *T. S.* was at the time of his deceaſe intereſted in or intitled unto; and alſo all and every ſuch ſum and ſums of money as were then due or owing to, or demandable by him, of or from the ſaid *T. C.* ſenior, *E. C.* and *T. C.* junior, and the executors or adminiſtrators of the aforeſaid *J. B.* or any of them, for commiſſion, factorage, diſburſements, loſſes or damages ſuſtained in the aforeſaid voyage or voyages, or by reaſon of the ſaid ſhip's not ſailing from Buſſero to Bengale as aforeſaid; or upon or for any other account, matter, cauſe or thing whatſoever; and likewiſe the full and whole benefit and advantage of the ſaid decree, and all ſuch ſum and ſums of money, or other ſatisfaction as can or may be had, received, obtained and gotten under or by virtue thereof, or otherwiſe, for all and every or any the matters in queſtion as aforeſaid; and all the right, title, intereſt, benefit, equity of redemption, claim and demand whatſoever of her the ſaid *G. S.* of, in, to or out of the ſaid premiſes, or any part or parcel thereof, in any wiſe whatſoever; **To** have, hold, receive, take and enjoy all and ſingular the ſaid hereby bargained and aſſigned premiſes, with their appurtenances, unto the ſaid *E. H.* his executors,

Recital of a decree in Chancery, ordering an account to be taken by one of the Maſters, of the proceedings of the ſaid voyage.

Which account was not taken by reaſon of the death of T. S. one of the parties

Recital of debts owing by him at the time of his deceaſe.

Recital of an indenture whereby the ſaid T. S. had aſſigned over to E. H. all his ſhare in the ſaid ſhip and cargo, &c.

In truſt for payment of his debts.

Reſerving to himſelf the overplus.

G. S. widow of the ſaid T. S. at the requeſt of the creditors, &c and in conſideration, &c. paid by the ſaid E. H.

aſſigns to the ſaid E. H. his executors, &c. all ſuch ſhare and intereſt in the premiſes, as the ſaid S. T. was intitled unto at the time of his death.

Alſo the whole benefit of the ſaid decree in chancery.

The habendum.

cutors and adminiſtrators, as his and their own proper eſtate for ever; upon the truſts nevertheleſs, and to and for the uſes, intents and purpoſes herein after mentioned particularly; **And this Indenture further witneſſeth**, that to the intent the above mentioned Dame *M. L. T. M.* and *H. L.* may join with the ſaid *E. H.* and the ſeveral creditors for whom he is a truſtee as aforeſaid, and alſo with the ſaid *R. G.* in the proſecuting of the ſaid decree, and in ſuch other meaſures as ſhall be thought proper for obtaining ſatisfaction for their ſaid reſpective debts, and in the paying and defraying a proportionable part of the charges of the ſame, it is hereby declared and agreed, by and between the ſaid *E. H.* by and with the conſent of the ſaid ſeveral creditors, for whom he is a truſtee as aforeſaid, and the ſaid Dame *M. L. T. M.* and *H. L.* that he the ſaid *E. H.* his executors, adminiſtrators and aſſigns, ſhall and will from henceforth ſtand and be poſſeſſed of and intereſted in all and ſingular the premiſes aſſigned to him as aforeſaid by the ſaid recited indenture; as alſo of the premiſes ſo aſſigned and releaſed to him as aforeſaid by this preſent indenture, **Upon the Truſts**, and for the uſes, intents and purpoſes herein after particularly mentioned, (that is to ſay) in truſt that the ſaid *E. H.* his executors, adminiſtrators or aſſigns, do and ſhall, as ſoon as may be, (after he, they, or any of them ſhall be poſſeſſed of the money, goods, effects and things by the ſaid recited indenture or this preſent indenture aſſigned, and ſuch coſts and charges as ſhall and have been paid or expended in or about the proſecution of the ſaid decree, or any other ſuit or ſuits which ſhall be commenced for the better recovery of the ſaid aſſigned premiſes, or any part thereof, or otherwiſe in relation to this truſt, ſhall be reimburſed and repaid) deduct and retain to the uſe of him the ſaid *E. H.* his executors, adminiſtrators or aſſigns, the ſaid ſum of two thouſand one hundred and fifty pounds of lawful money of Great Britain, and do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. P.* and *H. M.* their executors, adminiſtrators or aſſigns, the ſaid ſum of two hundred and two pounds of like money; unto the ſaid *J. S.* her executors, adminiſtrators or aſſigns, the ſaid ſum of one hundred and two pounds five ſhillings of like money; unto the ſaid *H. S.* his executors, adminiſtrators or aſſigns, the ſaid ſum of fifty pounds of like money; and unto the ſaid *E. G.* his executors, adminiſtrators or aſſigns, the ſaid ſum of thirty pounds of like money; and unto the ſaid *J. C.* her executors, adminiſtrators or aſſigns, the ſaid ſum of two hundred and fifty pounds of like money; and unto the ſaid *B. S.* his executors, adminiſtrators or aſſigns, the ſaid ſum of fifty pounds of like money; and unto the ſaid *K. G.* and *K.* their executors, adminiſtrators and aſſigns, the ſaid ſum of thirty-five pounds of like money; and to the ſaid Dame *M. L. T. M.* and *H. L.* their executors, adminiſtrators or aſſigns, the aforeſaid ſum of ſeven hundred and thirty pounds ſix ſhillings of like money, or in proportion to their ſaid ſeveral and reſpective debts, in caſe the ſaid money ſo ariſing clear from the ſaid aſſigned premiſes ſhall not extend to pay the whole; and after deduction or payment of the ſaid ſeveral debts, or ſums of money before mentioned, then upon truſt to pay himſelf and the ſaid Dame *M. L. T. L. H. L.* and the ſaid ſeveral other creditors, for whom he ſtands a truſtee as aforeſaid, their executors, adminiſtrators or aſſigns, lawful intereſt for the ſaid debts ſo to them reſpectively due or payable, or in proportion to their ſaid ſeveral and reſpective debts in caſe the ſaid money ſo ariſing clear from the ſaid aſſigned premiſes ſhall not be ſufficient to pay all the ſaid intereſt: **And** after ſuch payments made as aforeſaid, **Then in Truſt** to pay the overplus, if any, to the ſaid *G. S.* her executors, adminiſtrators or aſſigns: **And** for the better enabling the ſaid *E. H.* his executors, adminiſtrators and aſſigns, to have, obtain, recover and receive the full benefit and advantage of this preſent aſſignment, upon the truſts, and for the purpoſes aforeſaid, ſhe the ſaid *G. S.* doth hereby make, ordain, conſtitute and appoint, and in her ſtead and place put and depute, the ſaid *E. H.* his executors, adminiſtrators and aſſigns, jointly and ſeverally, to be her true, lawful and irrevocable attorney and attornies, in her name to aſk, demand, ſue for, recover and receive, acquit, releaſe and diſcharge, all and ſingular the ſaid aſſigned premiſes, and every part and parcel thereof; and alſo in her name to proſecute and carry on the ſaid ſuit now depending in the Court of Chancery aforeſaid, and to commence, proſecute and carry on any other ſuit or ſuits at law, or in equity, touching the ſaid premiſes againſt the ſaid *T. C.* ſen. *E. C.* and *T. C.* jun. or any other perſon or perſons whatſoever, in ſuch manner as he the ſaid *E. H.* his executors, adminiſtrators or aſſigns, ſhall think proper; and to do and perform all other acts, matters and things whatſoever, which ſhall be needful or requiſite in or about the premiſes, or for the better executing the truſt hereby in him and them repoſed, as fully and effectually as ſhe the ſaid *G. S.* her executors or adminiſtrators, or any of them, could or might do if perſonally preſent: **And** the ſaid *G. S.* doth hereby covenant and agree, to and with the ſaid *E. H.* his executors and adminiſtrators, that ſhe the ſaid *G. S.* hath not done, committed or ſuffered, and that ſhe, her executors or adminiſtrators, will not do, commit, or wittingly or willingly ſuffer, any act, matter and thing, whereby the execution and performance of this preſent truſt ſhall or may be prevented, defeated, hindered, or in any wiſe retarded or delayed; **But** on the contrary will do and perform all ſuch acts and things as ſhall be reaſonably required of her for the further and better enabling of the ſaid *E. H.* his executors, adminiſtrators and aſſigns, to execute and diſcharge the ſaid truſt, according to the true intent and meaning of theſe preſents: **And** the ſaid *R. G.* by and with the conſent, and at the requeſt of the above named Sir *C. C* Sir *J. A. E. Y. T. G.* and *R. B.* reſpectively, teſtified by their being parties, and their ſigning and ſealing theſe preſents; and the ſaid Dame *M. L. T. M.* and *H. L. E. H. A. P.* and *H. M. J. S. H. S. E. G. J. C. B. S.* ——— *K.* ——— *G.* and ——— *H.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors, adminiſtrators and aſſigns, and not the one for the other, or for the executors, adminiſtrators or aſſigns of the other, do, and each and every of them doth, covenant, promiſe and agree, to and with the above named *H. R.* and *R. H.* their executors, adminiſtrators and aſſigns, by theſe preſents, that they the ſaid *R. G.* Dame *L. M. T. M.* and *H. L. E. L. E. H. A. P.* and *H. M. J. S. H. S. E. G. J. C. B. S.* ——— *K.* ——— *G.* and ——— *H.* their executors, adminiſtrators or aſſigns reſpectively, ſhall and will from time to time advance and pay to the ſaid *H. R.* and *R. H.* their executors, adminiſtrators or aſſigns, upon requeſt, their ſeveral and reſpective proportions, according to the quantum or amount of their ſaid ſeveral and reſpective debts, of all and every ſuch ſum and ſums of money as they the ſaid *H. R.* and *R. H.* their executors or adminiſtrators, ſhall find neceſſary and direct to be paid for or towards the carrying on or proſecuting the ſaid ſuit now depending in the ſaid Court of Chancery, or the commencing or proſecuting any other ſuit at law, or in equity, againſt the ſaid *T. C.* ſenior, *E. C.* and *T. B.* junior, or any of them, or any other perſon or perſons whatſoever, for, touching or concerning the ſaid aſſigned premiſes, or any part or parcel thereof, or which ſhall be otherwiſe needful to be

Upon truſt that the ſaid E. H. his executors, &c. after his and their own charges, &c. deducted,

ſhall pay out of the money he ſhall receive, by virtue of this aſſignment, to the ſeveral creditors of the ſaid T. S. their reſpective debts;

Or to each of them their proportion, in caſe the aſſigned premiſes ſhall not amount to pay the whole.

And after ſuch payments, then in truſt to pay the overplus to the ſaid G S.

Letter of attorney from the ſaid G. S. to the ſaid E. H.

Covenant that the ſaid G. S. hath not done, nor will do any thing to hinder or defeat the execution of this preſent truſt; but will do all ſuch things as may the better enable the ſaid E. H. to perform the ſame.

Covenant, that the creditors will contribute in proportion towards the expences of any ſuits in law or chancery, concerning the aſſigned premiſes;

be expended or laid out; To reimburſe any coſt, charge or expence which they the ſaid *H. R.* and *R. H.* their executors, adminiſtrators and aſſigns, or the ſaid *E. H.* his executors, adminiſtrators or aſſigns, ſhall expend, diſburſe or be put unto in relation to any ſuch ſuit or ſuits, or in or about the execution or performance of the truſt hereby in them repoſed; **Provided always,** That if the major part of the contributors ſhall at any time agree to ſtop farther proceedings, and by writing under their hands give notice to the ſaid truſtees, their executors, adminiſtrators or aſſigns, **Then** from that time all ſuits and proceedings ſhall be ſtopped, or elſe ſhall be carried on by the reſt of the contributors at their own proper charge; and from that time the perſons giving ſuch notice, ſhall be entirely diſcharged from any further contribution; and what ſhall be afterwards recovered ſhall be divided and paid unto, and amongſt the reſt of the ſaid contributors, to their own proper uſe and behoof: **And laſtly,** it is agreed between the ſaid *G. S.* and the ſaid *R. G.* by ſuch conſent and requeſt as aforeſaid, teſtified as aforeſaid, and the ſaid *E. H.* and all the reſt of the creditors afore-named, That the firſt, and all other the money which ſhall be obtained or recovered by virtue of the ſaid decree or otherwiſe, from the ſaid *T. C.* ſenior, *E. C.* and *J. C.* junior, or any of them, either upon the particular ſecurity belonging to the ſaid *R. G.* and the ſaid *S. E.* deceaſed, or on the account of the goods or other demands aſſigned as aforeſaid by the ſaid recited indenture and this preſent indenture to the aforeſaid *E. H.* ſhall, in the firſt place go and be applied to anſwer and reimburſe the ſaid parties the coſts and charges of proſecuting the ſaid decree, and of carrying on ſuch other ſuits as ſhall be thought proper for the ends and purpoſes aforeſaid, until ſuch coſts and charges ſhall be therewith and thereout fully anſwered and reimburſed; and that the ſurplus only ſhall be paid or anſwered according to the reſpective intereſts of the ſaid parties therein, in ſuch manner as is herein above mentioned, (that is to ſay) the ſurplus of the money ariſing from the ſecurity made as aforeſaid, to the ſaid *R. G.* and Sir *S. E.* ſhall be paid to the ſaid *R. G.* and the above named aſſigns under the commiſſion of bankrupt againſt the ſaid Sir *S. E.* according to their reſpective intereſts therein; and the ſurplus ariſing from the premiſes, wherein the ſaid *E. H.* is a truſtee as aforeſaid, ſhall be paid to and between himſelf and the reſt of the ſaid parties to theſe preſents, for whom he is herein before mentioned to be a truſtee, according to their reſpective debts herein before expreſſed. **In Witneſs,** &c.

or reimburſe the truſtees.

Proviſo, that if the major part of the contributors ſhall agree to ſtop the proceedings, then upon giving notice, they ſhall be ſtopped, or carried on by the other contributors at their own charge, and what ſhall be afterwards recovered ſhall be for their uſe only.

Covenant how the money recovered ſhall be diſpoſed of.

*(Wood.)*

## *Aſſignment, by one Joint Leſſee to the other, of all his Intereſt and Eſtate in the Leaſe.*

**To all to whom** theſe preſents ſhall come, I *John White*, of, &c. ſend greeting. **Whereas** Sir *W. T.* Sir *J. M.* Sir *W. P.* Sir *H. L.* Knights and Aldermen of the City of London, and Sir *P. R.* Knight, Alderman and Chamberlain of the ſaid City, by their indenture of leaſe under their ſeveral hands and ſeals, bearing date, &c. made between the ſaid Sir *W. T.* &c. of the one part, and *C. A.* of, &c. Gentleman, and the ſaid *J. W.* of the other part, reciting as therein is recited, for the conſiderations therein mentioned, did leaſe, ſet, and to farm let unto the ſaid *C. A.* and *J. W.* **All** that their new built meſſuage or tenement, with the appurtenances ſituate, &c. containing, &c. **To have and to hold** the aforeſaid meſſuage or tenement, with the appurtenances, unto the ſaid *C. A.* and *J. W.* their executors, adminiſtrators and aſſigns, from the feaſt-day of, &c. then laſt paſt, before the day of the ſaid indenture, for and during and unto the full end and term of, &c. from thence next enſuing, and fully to be complete and ended: **Yielding and paying** therefore yearly and every year during the ſaid term, unto the ſaid Sir *W. T.* &c. their executors, adminiſtrators or aſſigns, or to the major, &c. for the time being, their ſucceſſors or aſſigns, at or within the public compting-houſe in the, &c. the yearly rent or ſum of, &c. at the four and moſt uſual feaſt-days or terms of the year therein ſpecified, by even and equal portions, as in and by the ſaid recited indenture of leaſe, wherein divers other covenants, clauſes, conditions and agreements are contained, relation being thereunto had, may more fully and at large appear: **Now this Indenture witneſſeth,** That I the ſaid *J. W.* for and in conſideration of the ſum of, &c. by the ſaid *C. A.* to him the ſaid *J. W.* in hand at or before the enſealing and delivery of theſe preſents well and truly paid, the receipt whereof he the ſaid *J. W.* doth hereby acknowledge, and himſelf to be therewith fully ſatisfied, contented and paid, and thereof and from every part thereof doth hereby acquit, exonerate and diſcharge the ſaid *C. A.* his executors, adminiſtrators and aſſigns, and every of them by theſe preſents, and alſo for divers other good cauſes and valuable conſiderations, him the ſaid *J. W.* thereunto moving, **Hath** granted, bargained, ſold, aliened, aſſigned, remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth grant, bargain, ſell, alien, aſſign, releaſe and for ever quit-claim unto the ſaid *C. A.* **All** the eſtate, right, title, intereſt, term of years to come, claim, profit, property or demand whatſoever, which he the ſaid *J. W.* now hath, or which he, his executors, adminiſtrators or aſſigns, at any time hereafter may or ought to have, of, in or to the ſaid recited indenture of leaſe, or the meſſuage or tenement thereby demiſed, with the appurtenances, and every or any part or parcel thereof; **To have and to hold** the ſaid recited indenture of leaſe, and the ſaid meſſuage or tenement and premiſes, and every part and parcel thereof, unto the ſaid *C. A.* his executors, adminiſtrators and aſſigns, to the only proper uſe and behoof of him the ſaid *C. A.* his executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents, for and during all the reſt and reſidue now to come and unexpired of the ſaid term of, &c. in and by the ſaid indenture of leaſe granted, and fully to be complete and ended. **And** the ſaid *J. W.* for himſelf, his executors, adminiſtrators and aſſigns, and for every of them doth covenant, promiſe, grant and agree to and with the ſaid *C. A.* his executors, adminiſtrators and aſſigns, in manner and form following, that is to ſay, **That** the ſaid recited indenture of leaſe, and the meſſuage or tenement aforeſaid and premiſes, with all and ſingular the appurtenances, &c. be, and ſo from henceforth for and during all the reſt and reſidue now to come and unexpired of the ſaid term of, &c. ſhall remain and continue free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *J. W.* his executors and adminiſtrators, well and ſufficiently ſaved, kept harmleſs and indemnified, of and from all manner of former and other gifts, grants, bargains, ſales, leaſes, aſſignments, judgments, executions, and of and from all other titles, troubles, charges and incumbrances whatſoever, had, made, committed, done or ſuffered by him the ſaid *J. W.* the rent and covenants in

Recital of the Leaſe.

Habendum.

Reddendum.

Covenant of the aſſignment of the ſaid leaſe.

Habendum for the reſidue of the term.

Covenant that the ſaid leaſe and premiſes are free from incumbrances,

except the rent and covenants reſerved in the ſaid recited indenture of leaſe.

and by the ſaid recited indenture of leaſe reſerved and contained, which from henceforth for and during all the reſt and reſidue of the ſaid term of, *&c.* are to be wholly and ſolely paid and performed by the ſaid *C. A.* his executors, adminiſtrators and aſſigns, only excepted and foreprized. And alſo, That he the ſaid *J. W.* his executors and adminiſtrators, ſhall and will at any time or times hereafter, upon the requeſt, and at the proper coſts and charges in the law, of him the ſaid *C. A.* his executors, adminiſtrators or aſſigns, make and execute to him the ſaid *C. A.* his executors or adminiſtrators, ſuch further and other aſſurance or aſſurances of the premiſes as by the counſel learned in the law, of him the ſaid *C. A.* his executors, adminiſtrators or aſſigns, ſhall be reaſonably adviſed and directed. In Witneſs, &c.

Covenant to make further aſſurance.

## *Aſſignment of the Moiety of two Truſt Terms, in order to ſever the Jointenancy of the Truſtees.*

THIS Indenture, &c. Between the Right Honourable Sir *J. T.* Knight, Maſter of the Rolls, and one of her Majeſty's moſt Honourable Privy Council, of the one part, and *J. T.* Eſquire, ſon of the ſaid Sir *J. T.* and *E. L.* of the Rolls, in the county of Middleſex, Gentleman, of the other part. Whereas by one indenture of ſeven parts, bearing date, *&c.* All that, *&c. are veſted* in the Right Honourable *T.* Lord Viſcount W. and the ſaid Sir *J. T.* for the reſidue and remainder of a certain term of five hundred years in the ſame indenture mentioned, and which commenced from the making of a certain indenture of mortgage of the ſame premiſes bearing date the, *&c. In Truſt nevertheleſs* for the Honourable *H. L. J.* an infant therein named: And whereas alſo, by virture of the ſame indenture of ſeven parts, All that, *&c. are veſted* in the ſaid *T.* Lord Viſcount W. and Sir *J. T.* for the term of one thouſand five hundred years, commencing from the day next before the day of the date of the ſame indenture of ſeven parts; *In Truſt alſo* for the ſaid *H. L. J. Both* which ſaid terms of five hundred years and one thouſand five hundred years are veſted in the ſaid truſtees, as and for a ſecurity for the principal ſum of ten thouſand ſeven hundred pounds (being the proper monies of the ſaid *H. L. J.*) and all intereſt due or which ſhall grow due for the ſame, as by the ſaid indenture of ſeven parts, relation, *&c.* Now this Indenture witneſſeth, that to the intent to ſever the jointenancy of and in the ſaid ſeveral terms of five hundred years and one thouſand five hundred years, ſo veſted in the ſaid *T.* Lord Viſcount W. and Sir *J. T.* as aforeſaid, and to prevent any right of ſurvivorſhip taking place as to the ſame, and for and in conſideration of the ſum of five ſhillings of lawful Britiſh money to the ſaid Sir *J. T.* in hand paid by the ſaid *J. T.* and *E. L.* at, *&c.* the receipt, *&c.* He the ſaid Sir *J. T.* hath aſſigned, transferred and ſet over, and by, *&c.* Doth, *&c.* unto the ſaid *J. T.* and *E. L.* One full undivided moiety or half-part (the whole in two equal parts to be divided) of all and every the ſaid ſeveral and reſpective manors, *&c.* and all and ſingular other the premiſſes ſo veſted in the ſaid *T.* Lord Viſcount W. and Sir *J. T.* for the reſidue and remainder of the ſaid ſeveral and reſpective terms of five hundred years and one thouſand five hundred years as aforeſaid, and every part and parcel of them, and of every of them, with their and every of their rights, members and appurtenances, and the reverſion, *&c.* and all the eſtate, *&c.* of him the ſaid Sir *J. T.* in, to or out of the ſame premiſes, or any and every part or parcel thereof; To have and to hold the ſaid undivided moiety or half-part (the whole into two equal parts to be divided) of all and every the ſaid ſeveral and reſpective manors, *&c.* and all and ſingular other the premiſes herein before mentioned and intended to be hereby aſſigned, and every part or parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *J. T.* and *E. L.* their executors, adminiſtrators and aſſigns from henceforth, for and during the reſt, reſidue and remainder of the ſaid ſeveral and reſpective terms of five hundred years and one thouſand five hnndred years therein reſpectively yet to come and unexpired; In Truſt nevertheleſs for, and to and for the only uſe and benefit of the ſaid *H. L. J.* her executors, adminiſtrators and aſſigns. In Witneſs, &c.

Recital.

Aſſignment.

Habendum.

Truſt.

## *An Aſſignment of Books by Deed Poll executed by the original Owner, and by the Executor of a Perſon to whom they had been aſſigned as a collateral Security for a Sum of Money beyond their Value.*

TO all to whom theſe preſents ſhall come, *Arthur Audley*, of, *&c.* Eſquire, and *Benjamin Audley*, of, *&c.* Gentleman, (ſole acting executor of the laſt will and teſtament of *Cecilia Cary*, of, *&c.* ſpinſter, deceaſed,) *ſend greeting*. Whereas the ſaid *Arthur Audley*, for better ſecuring to the ſaid *Cecilia Cary*, her executors, adminiſtrators or aſſigns, the payment of the ſum of one thouſand pounds principal money, and lawful intereſt for the ſame, which he owed her upon bond and judgment, *Did* grant, bargain and ſell unto her the ſaid *Cecilia Cary*, her executors, adminiſtrators and aſſigns (among other things) A Library or collection of books. And whereas the ſaid ſum of one thouſand pounds principal money, or any part thereof, not being paid to her the ſaid *Cecilia Cary*, *Daniel Downes*, Eſquire, *Did* in or about the month of April now laſt paſt, contract and agree with the ſaid *Arthur Audley* and *Cecilia Cary*, for the abſolute purchaſe of the books herein after mentioned to be hereby bargained, ſold and aſſigned, for the ſum or price of four hundred pounds of lawful money of Great Britain, compriſing all or the greateſt part of the books, library or collection of books ſo granted and ſold to the ſaid *Cecilia Cary* as aforeſaid. And whereas the ſaid *Cecilia Cary* and *Arthur Audley*, or one of them, in purſuance of the ſaid recited contract, did on or about the tenth day of April now laſt paſt, deliver, or cauſe to be delivered to him the ſaid *Daniel Downes*, or to ſome perſon or perſons on his behalf, the books ſo purchaſed by him as aforeſaid; And the ſaid *Daniel Downes*, upon the delivery of the ſaid books as aforeſaid, did with the conſent and privity, and by the order of the ſaid *Arthur Audley* pay unto the ſaid *Cecilia Cary* the ſum of two hundred pounds in part of the ſaid purchaſe money, towards ſatisfaction of her ſaid debt of one thouſand pounds and intereſt, the payment of which ſaid ſum of two hundred pounds accordingly they the ſaid *Arthur Audley* and *Benjamin Audley* do hereby acknowledge. And whereas before any legal aſſignment of the ſaid books was made to the ſaid *Daniel Downes*, the ſaid *Cecilia Cary* departed this life, having firſt duly made her laſt will and teſtament in writing, and thereof conſtituted the ſaid *Benjamin Audley* and one *Edward Ellis*, executors, but the ſaid *Benjamin*

Recital of the making them a ſecurity.

and a contract to ſell them in the life-time of the teſtatrix,

and a delivery of them to the preſent vendee, and the payment of part of the price.

Death of teſtatrix before any legal aſſignment made.

*jamin Audley* alone hath proved the said will, and taken on him the execution thereof. Now know ye, that in pursuance of the said recited agreement, and for and in consideration of the said sum of two hundred pounds of lawful money of Great Britain (residue and in full payment of the said sum of four hundred pounds purchase money) to the said *Benjamin Audley* in hand paid by the said *Daniel Downes*, at or before the ensealing and delivery hereof, with the privity and consent, and by the order and direction of the said *Arthur Audley*, (testified by his signing and sealing of these presents) towards further satisfaction of the said debt of one thousand pounds and interest, (the receipt and payment of which said last mentioned sum of two hundred pounds, they the said *Benjamin Audley* and *Arthur Audley* do hereby acknowledge, and thereof and of every part thereof do acquit, release and discharge the said *Daniel Downes*, his executors, administrators and assigns, and every of them.) And in consideration of the sum of five shillings of like money to the said *Arthur Audley* in hand paid by the said *Daniel Downes*, at or before the ensealing and delivery hereof, (the receipt whereof is hereby acknowledged,) He the said *Benjamin Audley*, at the request, and by the direction and appointment of the said *Arthur Audley*, (testified as aforesaid); And also the said *Arthur Audley* have and each of them hath given, granted, bargained, sold and assigned, and by these presents Do, and each of them Doth give, grant, bargain, sell and assign unto the said *Daniel Downes*, his executors, administrators and assigns, All the books so delivered to him the said *Daniel Downes*, or to some person or persons on his behalf as aforesaid, and all their and either of their right, title and interest in and to the same, and every or any part or parcel thereof; To have and to hold and enjoy the said library, books, and other the hereby bargained, sold and assigned premises, and every of them, and every part and parcel thereof, unto the said *Daniel Downes*, his executors, administrators and assigns, to and for his and their own use and benefit absolutely and for ever, and as his and their own proper goods and chattels, with warranty against all persons whomsoever. In Witness, &c.

Consideration.

Assignment.

Books.

Habendum.

*(Horseman.)*

*An Assignment by several Creditors (to whom two Copartners the Debtors had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees for all the Creditors of the said Copartners, and by the Copartners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money which is to be applied to the same Uses.*

THIS Indenture Quadripartite, &c. Between *W. P.* and *W. T.* both of, *&c.* copartners, of the first part, *E. P.* Citizen and Poulterer of London, *R. T.* of, *&c.* Founder, and *J. T.* of, *&c.* Weaver, of the second part, *J. S.* of, *&c.* Maltster, *S. S.* of, *&c.* Gentleman, *J. D.* of, *&c.* Hop-Merchant, three of the creditors of the same *W. B.* and *W. T.* and trustees nominated by the rest of the creditors of the said *W. P.* and *W. T.* (parties hereto) of the third part, and *J. Y.* of, *&c.* Maltster, *J. T.* of the, *&c.* Malt Factor, *G. H.* of, *&c.* Maltster, *J. C.* of, *&.. W. C.* of, *&c.* Back-Maker, *J. B.* of, *&c.* Bricklayer, *H. E.* of, *&c.* Plumber, *J. A.* of, *&c.* Farrier, *R. C.* of, *&c.* Lighterman, *P. S.* of, *&c.* Hoop-Bender, *J. S.* of, *&c.* Cooper, *H. F.* of, *&c.* Sadler, *T. R.* of, *&c.* Coal-Merchant, *J. S. O.* of, *&c.* Distiller, *S. H.* Widow, executrix of her late husband, *E. H.* late of, *&c.* Collar-Maker, deceased, *W. B.* of, *&c.* Esquire, *H. P.* of, *&c.* Maltster, and *J. F.* of, *&c.* Gentleman, other of the creditors of the said *W. P.* and *W. T.* of the fourth part. Whereas the said *W. P.* and *W. T.* are and stand justly and truly indebted unto the said several persons herein before mentioned to be their creditors in divers sums of money to them respectively due and owing, and by reason of several great losses and misfortunes which have happened unto them the said *W. P.* and *W. T.* they are hereby rendered unable to pay unto the said creditors their whole debts; but in order to make unto the said creditors the utmost recompence and satisfaction for their said debts, which they are capable of making, they the said *W. P.* and *W. T.* have proposed to make an absolute assignment of the several debts, by the schedule or inventory of debts herein after contained or mentioned, due to the said *W. P.* and *W. T.* from the several persons in the same schedule or inventory mentioned, unto the said *J. S. S. S.* and *J. D.* at the nomination and appointment of the said other creditors of the said *W. P.* and *W. T.* parties thereto, in trust for themselves and the said other creditors, in such manner as is herein after mentioned: And whereas *D. E.* of, *&c.* Victualler, by one obligation, or writing obligatory, bearing date the, *&c.* became bound unto the said *W. P.* and *W. T.* in the sum of two hundred pounds of, *&c.* with condition thereunder written, for payment of one hundred pounds, with lawful interest for the same, to the said *W. P.* and *W. T.* on, *&c.* then next ensuing: And whereas, by one indenture *Tripartite*, bearing date, *&c. B. S.* of, *&c.* one of the sons of *B. S.* deceased, who was son of *F. S.* deceased, of the first part, *P. L.* of L. *&c.* Gentleman, of the second part, and the said *W. P.* and *W. T.* of the third part, *Reciting*, that *F. S.* late of, *&c.* by his last will, *&c.* did give, *&c.* to his trusty friends *G. L.* and *M. H.* their, *&c.* all that his the said testator's annuity of seventy-seven pounds *per annum*, issuing out of the excise of beer, ale and other liquors, or from and out of some other parliamentary fund or security, and was payable to him the said testator out of the Exchequer, in trust and confidence, the issues and profits of the said annuity, to his the said testator's son *B. S.* for that they should give and pay, and during the term of his natural life, and from and after his decease, to and amongst such children of the said *B. S.* as should be living at the time of his death, share and share alike, for and during the rest and residue of the term then to come and unexpired in the said annuity; and of his said will the said testator made the said *G. L.* and *T. D.* and *J. H.* executors, who duly proved the said will, and since the death of the said testator the said *B. S.* the said testator's son, also departed this life, leaving at the time of his death six children, whereof the said *B. S.* party to the same indenture *Tripartite*, was one, and thereby well intitled to one sixth part of the said issues and profits of the said annuity; *And also reciting*, that the said *B. S.* party to the same indenture *Tripartite*, was on the day of the date thereof justly and truly indebted to the said *W. P.* and *W. T.* in the full sum of one hundred and eight pounds ten shillings, and that for securing the payment of the said sum of one hundred and eight pounds ten shillings so due as aforesaid from the said *B. S.* party to the said indenture *Tripartite*, to the said *W. P.* and *W. T.* the said *B. S.* party

Parties, the debtors and all their creditors.

Copartners in debt.

Unable to pay.

Debts due as in the schedule.

Agreement for assignment.

A bond debt due.

Recital of a mortgage to secure a sum payable out of an annuity to the assignors.

party to the ſame indenture *Tripartite*, agreed, and thereby did agree to aſſign and aſſure all the right, title, intereſt and ſhare, benefit, claim and demand whatſoever of him the ſaid *B. S.* party to the ſame indenture *Tripartite*, of, in, to or out of the ſaid annuity or yearly income of ſeventy-ſeven pounds before mentioned, unto the ſaid *P. L.* his, *&c.* in ſuch manner and for ſuch uſes and intents as in the ſame indenture *Tripartite* are after mentioned, He the ſaid *B. S.* party to the ſaid indenture *Tripartite*, for the conſiderations aforeſaid, and for divers other, *&c. Did* grant, *&c.* aſſign, *&c.* unto the ſaid *P. L.* his, *&c.* all that the one full ſixth part or ſhare of the ſaid *B. S.* party, *&c.* of and in the ſaid annuity of ſeventy-ſeven pounds *per annum*, and all the eſtate, *&c.* for and during all the reſt, *&c.* of the term then to come and unexpired of and in the ſaid annuity; *And* the better to enable the ſaid *P. L.* to recover and receive the ſaid ſixth part or ſhare of the ſaid annuity, the ſaid *B. S.* party, *&c. Did* nominate, *&c.* the ſaid *P. L.* his true, *&c.* to aſk, *&c.* of the ſaid *G. L.* and *M. H.* and each of them, and alſo to aſk, demand and receive out of his Majeſty's Exchequer, of and from the Lord High Treaſurer of the Lords Commiſſioners for executing the office of Lord High Treaſurer of Great Britain for the time being, or ſuch other perſon or perſons who ought to pay the ſame, the ſaid ſixth part or ſhare of the iſſues and profits of the ſaid annuity of ſeventy-ſeven pounds *per annum*, until the ſaid ſixth part or ſhare of the ſame annuity could be ſold; and as ſoon as the ſame could be ſold, to ſell and diſpoſe of the ſame to any perſon or perſons whatſoever, for the beſt price that could be got for the ſame; *In Truſt neverthelefs*, and to the intent and purpoſe that the ſaid *P. L.* his executors, adminiſtrators and aſſigns, did and ſhould diſpoſe of, and apply all ſuch monies as he ſhould receive by virtue of the ſaid indenture, either out of the iſſues or profits of the ſaid annuity or by ſale thereof, to the uſes and purpoſes therein after mentioned, that is to ſay, in the firſt place, that the ſaid *P. L.* his, *&c.* did and ſhould out of all ſuch monies, pay and ſatisfy unto the ſaid *W. P.* and *W. T.* the ſaid ſum of one hundred and eight pounds ten ſhillings then due and owing to them as aforeſaid, and all after payment thereof, and all coſts and charges relating to the execution of the ſaid truſt, did and ſhould pay the overplus of ſuch money unto the ſaid *B. S.* party, *&c.* his, *&c.* and in and by the ſaid indenture *Tripartite*, *It is further recited*, that the ſaid *F. S.* in and by his ſaid laſt will and teſtament before mentioned, *Did* give, deviſe and bequeath all that his reverſion in fee-ſimple expectant upon the eſtate for life, of one *E. H.* wife of *W. H.* of one fifth part of ſeveral houſes and lands in W. and elſewhere in the county of M. which eſtate was, at the time of making the ſaid will, and on the day of the date of the ſaid indenture, the jointure of the ſaid *E. H.* and of the yearly value of three hundred and twenty-nine pounds *per annum*, or thereabouts, to all his the ſaid teſtator's grand children that ſhould be living at the time of his death; *To have and to hold* to them, their heirs and aſſigns for ever in common, ſhare and ſhare alike; and it is alſo thereby *recited*, that the ſaid *B. S.* party, *&c.* by virtue of the ſaid will, as one of the grand children of the ſaid *F. S.* was ſeiſed in fee-ſimple, expectant on the eſtate for life of the ſaid *E. H.* of and in one full ninth part of a fifth part of the ſame houſes and lands; and in and by the ſame indenture *It is further witneſſed*, that for the further and better ſecuring the payment of the ſaid ſum of one hundred and eight pounds ten ſhillings, together with the lawful intereſt for the ſame, after the rate of five pounds *per cent. per annum*, unto the ſaid *W. P.* and *W. T.* their, *&c.* and for other, *&c. He* the ſaid *B. S.* party, *&c. Did* demiſe, *&c.* unto the ſaid *P. L.* all the one full ninth part of the ſaid fifth part of the ſaid houſes, *&c.* mentioned or intended to be deviſed in and by the ſaid laſt will and teſtament of the ſaid *F. S.* and alſo all other the meſſuages, *&c.* whatſoever of him the ſaid *B. S.* party, *&c.* lying and being in W. as aforeſaid, or elſewhere in, *&c. To have*, *&c.* the ſaid, *&c.* unto the ſaid *P. L.* his, *&c.* from, *&c.* for five hundred years, without impeachment, *&c. In Truſt neverthelefs* for the ſaid *W. P.* and *W. T.* their executors, adminiſtrators and aſſigns, and for the further and better ſecuring to them the payment of the ſaid debt of one hundred and eight pounds ten ſhillings and intereſt ſo due unto them as aforeſaid, and to or for no other uſe, intent or purpoſe whatſoever: And whereas, by one other indenture *Tripartite*, made, *&c. Between* the ſaid *W. P.* and *W. T.* of the firſt part, the ſaid *E. P.* of the ſecond part, and the ſaid *R. T.* and *J. T.* of the third part, *Reciting*, amongſt other things, to the effect herein before recited, of and concerning the ſaid bond from the ſaid *D. E.* and the ſaid mortgage or ſecurity from the ſaid *B. S. and alſo reciting*, that the ſaid *W. P.* and *W. T.* then were and ſtood indebted to the ſaid *E. P.* in ſeveral ſums of money therein particularly mentioned, and which do amount in the whole unto the ſum of one thouſand five hundred pounds, and that the ſaid *W. P.* and *W. T.* then alſo were and ſtood indebted unto the ſaid *R. T.* in the ſum of two hundred pounds, and to the ſaid *J. T.* in the ſum of two hundred pounds with the intereſt for the ſame ſums of money then due to the ſaid *E. P. R. T.* and *J. T.* reſpectively, in ſuch manner as is therein particularly mentioned, *and alſo reciting*, that for the better ſecuring, and for and towards payment and ſatisfaction of the ſaid ſeveral principal ſums of money, and intereſt due and to grow due for the ſame, to the ſaid *E. P. R. T.* and *J. T.* reſpectively, they the ſaid *W. P.* and *W. T.* had propoſed and agreed, amongſt other things, to aſſign the ſaid bond from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and alſo the ſaid mortgage or ſecurity from the ſaid *B. S.* to the ſaid *W. P.* and *W. T.* and all monies due or to grow due for principal and intereſt on the ſame bond and mortgage from the ſaid *D. E.* and *B. S.* reſpectively, to the ſaid *E. P.* in ſuch manner as is therein after mentioned; *They* the ſaid *W. P.* and *W. T.* for the conſiderations aforeſaid, *Did*, *inter alia*, grant, transfer, aſſign and ſet over, unto the ſaid *E. P.* (at the nomination, and by and with the conſent and approbation of the ſaid *R. T.* and *J. T.* teſtified, *&c.*) his, *&c.* the ſaid obligation or writing obligatory from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and all the benefits, commodity, ſum and ſums of money that might be obtained, gotten or received, by reaſon or means of the ſame obligation; And the ſaid *W. P.* and *W. T. Did* alſo for the conſiderations aforeſaid, grant, *&c.* unto the ſaid *E. P.* (at the like nomination, and by and with the like conſent and approbation of the ſaid *R. T.* and *J. T.* teſtified as aforeſaid,) his executors, adminiſtrators and aſſigns, *All* that the ſaid one full ſixth part or ſhare of and in the afore-mentioned annuity of ſeventy-ſeven pounds *per annum*, and the iſſues and profits thereof, and all the eſtate, *&c.* of them the ſaid *W. P.* and *W. T.* or either of them, of, in, to or out of the ſame annuity, for and during all the reſt, *&c.* of the term then to come and unexpired, of and in the ſaid annuity; *And alſo* all that one full ninth part of the ſaid fifth part of the ſaid houſe, *&c.* at W. aforeſaid, and all other the lands, *&c.* granted, *&c.* by the ſaid indenture dated, *&c.* and all the eſtate, *&c.* of them the ſaid *W. P.* and *W. T.* or either, *&c.* of, in, *&c. And all* and every ſum and ſums of money, due or to grow due, by virtue or means of the ſame indenture, together with the ſame indenture; *To hold* the ſame meſſuage, *&c.* to the ſaid *E. P.* his, *&c.* for, *&c.* all

Recital of aſſignment of ſaid bond, annuity and mortgage to E. P. with conſent of R. T. and J. T.

*&c.* all the reſidue, *&c.* of the ſaid term of five hundred years therein, *&c. Subject nevertheleſs* to the power and equity of redemption of the ſame premiſes by the ſaid *B. S.* his heirs, *&c.* in which the ſaid indenture, dated, *&c.* is contained a proviſo and declaration by all the parties thereto, that the aſſignment therein contained of the ſaid bond from the ſaid *D. E.* and of the ſaid ſixth part of the ſaid annuity, and of the ſaid mortgage of the ſaid meſſuages, *&c.* at W. were ſo made as aforeſaid to the ſaid *E. P.* in truſt, that he ſhould, amongſt other things, get in and receive the ſaid ſeveral ſums of money due from the ſaid *B. E.* and *B. S.* reſpectively as aforeſaid, and that by and out of the money ariſing thereby, and by ſale of divers other things, by the ſame indenture bargained, ſold and aſſigned to the ſaid *E. P.* by the ſaid *W. P.* and *W. T.* he the ſaid *E. P.* ſhould in the firſt place retain all ſuch coſts and expences as he ſhould ſuſtain or be put unto, in or about the execution of the truſt thereby in him repoſed, and ſhould out of the reſidue thereof divide and pay to himſelf and the ſaid *R. T.* and *J. T.* their ſaid reſpective principal debts, and all intereſt thereof, if the ſame ſhould be ſufficient for that purpoſe, and ſhould pay the overplus, if any, to the ſaid *W. P.* and *W. T.* and if ſuch reſidue ſhould not be ſufficient to pay the ſaid *E. P. R. T.* and *J. T.* the whole of their ſaid principal debts and intereſt, then that the ſaid *E. P.* ſhould pay and divide ſuch reſidue to and amongſt himſelf and the ſaid *R. T.* and *J. T.* equally in proportion to the reſpective ſums of money due to them reſpectively, for their ſaid principal debts and intereſt thereof, as in and by the ſame laſt recited indenture, relation, *&c.* **And whereas** for and towards further payment and ſatisfaction of the ſaid debts ſo due and owing, as aforeſaid, from the ſaid *W. P.* and *W. T.* to their ſaid ſeveral creditors herein before mentioned, parties hereto, they the ſaid *E. P. R. T.* and *J. T.* have propoſed and agreed to aſſign the ſaid bond from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and alſo the ſaid mortgage or ſecurity from the ſaid *B. S.* to the ſaid *W. P.* and *W. T.* and all money due and to grow due for principal and intereſt on the ſame bond and mortgage from the ſaid *D. E.* and *B. S.* reſpectively, to the ſaid *J. S. S. S.* and *J. D. In truſt* for themſelves and the ſaid other creditors, parties hereto, of the ſaid *W. P.* and *W. T.* in ſuch manner as is herein after mentioned: **And whereas,** for and towards further payment and ſatisfaction of the ſaid debts ſo due and owing, as aforeſaid, from the ſaid *W. P.* and *W. T.* to their ſaid ſeveral creditors, (parties hereto) the ſaid *E. P.* has propoſed and agreed to give and pay unto the ſaid *J. S. S. S.* and *J. D.* the ſum of fifty pounds in truſt for themſelves and the ſaid other creditors of the ſaid *W. P.* and *W. T.* as aforeſaid: **And whereas** all the ſaid creditors, parties hereto, of the ſaid *W. P.* and *W. T.* for and in conſideration of ſuch aſſignment to be made, as aforeſaid, of the ſaid debts in the ſaid ſchedule herein after contained, and of the ſaid bond from the ſaid *D. E.* and the ſaid mortgage or ſecurity from the ſaid *B. S.* and alſo of the ſaid fifty pounds to be paid by the ſaid *E. P.* as aforeſaid, have, and every of them hath conſented and agreed to accept and take the ſame, in full recompence and ſatisfaction for all and every of their ſeveral debts and demands whatſoever, to them or any of them due or owing from the ſaid *W. P.* and *W. T.* and in conſideration thereof abſolutely to releaſe and acquit the ſaid *W. P.* and *W. T.* of and from all ſuch debts and demands in ſuch manner as is herein after mentioned: **Now this Indenture witneſſeth,** that in purſuance of the ſaid agreement herein before contained on the part and behalf of the ſaid *W. P.* and *W. T.* and in conſideration of the ſum of five ſhillings a-piece to them the ſaid *W. P.* and *W. T.* now in hand paid at and before the ſealing and delivery hereof, by the ſaid *J. S.* and *S. S.* and *J. D.* the receipt whereof is hereby acknowledged, they the ſaid *W. P.* and *W. T.* **Have,** and each of them **Hath** aſſigned, transferred and ſet over, and by theſe preſents **Do,** and each of them **Doth** fully, *&c.* unto the ſaid *J. S. S. S.* and *J. D.* at the nomination, and by and with the conſent, direction and appointment of all the ſaid other creditors, parties hereto, teſtified by their being parties to, and ſealing and executing of theſe preſents, their executors, adminiſtrators and aſſigns, the ſeveral debts due unto the ſaid *W. P.* and *W. T.* in the ſchedule herein after contained, mentioned and compriſed, and all other the debts now due and owing to them the ſaid *W. P.* and *W. T.* **To have,** hold, receive and take the ſame, unto the ſaid *J. S. S. S.* and *J. D.* their executors, adminiſtrators and aſſigns, to and for the purpoſes, and upon the truſts herein after more particularly ſpecified and declared of and concerning the ſame. **And** the ſaid *W. P.* and *W. T.* for themſelves, *&c.* hereby covenant, *&c.* to and with the ſaid *J. S. S. S.* and *J. D.* their, *&c.* in manner, *&c.* that they the ſaid *W. P.* and *W. T.* or either of them, have not acquitted, releaſed or otherwiſe diſcharged the ſaid debts in the ſchedule herein after contained and mentioned, nor the ſaid debts due as aforeſaid from the ſaid *D. E.* and *B. S.* or any of them, or any part of them, or any of them, nor ſhall or will at any time or times hereafter, receive, releaſe or diſcharge the ſame or any of them, or wittingly or willingly diſown, diſcontinue or become nonſuit in any action or ſuit to be brought or commenced for recovery of them or any of them, without the conſent in writing under the hands of the ſaid *J. S. S. S.* and *J. D.* or ſome or one of them, firſt had and obtained; **But** will at all times hereafter do any ſuch further reaſonable act or acts as ſhall be required, for the better enabling the ſaid truſtees to recover and receive the ſaid debts. **And this Indenture further witneſſeth,** that for and in purſuance and performance of the ſaid agreement herein before mentioned or contained, on the part or behalf of the ſaid *E. P. R. T.* and *J. T.* to be performed, the ſaid *E. P.* by and with the direction and approbation of the ſaid *R. T.* and *J. T.* teſtified by their being parties to, and ſealing and executing of theſe preſents, and alſo the ſaid *R. T.* and *J. T.* and alſo the ſaid *W. P.* and *W. T.* by and with the direction and approbation of the ſaid *E. P. R. T.* and *J. T.* teſtified as aforeſaid, **Have,** and each and every of them **Hath** granted, transferred, aſſigned and ſet over, and by, *&c.* **Do,** and each and every of them **Doth** grant, *&c.* unto the ſaid *J. S. S. S.* and *J. D.* at the like nomination, and by and with the like conſent and approbation of the ſaid other creditors, parties hereto, teſtified as aforeſaid, their executors, adminiſtrators and aſſigns, **The** ſaid obligation or writing obligatory from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and all the benefit, commodity, ſum and ſums of money that may or can be obtained, gotten or received, by reaſon or means of the ſame obligation. **And this Indenture alſo witneſſeth,** that for the conſiderations aforeſaid, and for and in conſideration of the ſum of five ſhillings a-piece to the ſaid *E. P. R. T.* and *J. T.* in hand paid by the ſaid *J. S. S. S.* and *J. D.* the receipt, *&c.* and for divers other, *&c.* the ſaid *E. P.* by and with the like direction and approbation of the ſaid *R. T.* and *J. T.* teſtified as aforeſaid, and alſo the ſaid *R. T.* and *J. T.* **Have,** and each and every of them **Hath** granted, *&c.* and by, *&c.* **Do,** and each and every of them **Doth** grant, *&c.* unto the ſaid *J. S. S. S.* and *J. D.* at the like nomination, and by and with the like

In truſt,

to pay charges,

Reſidue to pay R. T. and J. T. their debts.

Overplus to the aſſignor.

For further payment of debts to the creditors parties hereto,

E. P. R. T. and J. T. agree to aſſign ſaid bond and mortgage to the truſtees herein, in truſt for themſelves and the other creditors;

and E. P. agrees to pay them 50l.

The creditors, in conſideration of aſſignments, agree to accept them in full.

Aſſignment by the partners of their debts in the ſchedule.

Upon truſt.

The copartners covenant that they have not diſcharged their debts due to them.

Further acts.

Aſſignment of the bond by the creditors to whom the ſame was before aſſigned to the truſtees herein,

and of the annuity,

like consent and approbation of the said other creditors, parties hereto, testified as aforesaid, their executors, administrators and assigns, all that the aforesaid one full sixth part or share of and in the aforementioned annuity of seventy-seven pounds *per annum*, and the issues and profits thereof, and all the estate, *&c.* of, in, to or out of the same annuity, for and during all the rest, residue and remainder of the term now to come and unexpired of and in the said annuity: **And also all** that one full ninth part of a fifth part of the said houses, *&c.* at *W.* aforesaid, and all other the lands, *&c.* whatsoever granted or decreed, demised in and by the said indenture, dated, *&c.* with their, *&c.* and all the estate, *&c.* of them the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, of, in, *&c.* and also all and every sum and sums of money due or to grow due by virtue or means of the same indenture, together with the same indenture; **To have and to hold** the same messuages, lands, *&c.* unto the said *J. S. S. S.* and *J. D.* their, *&c.* for and during all the residue and remainder of the said term of five hundred years therein now to come and unexpired, in as large, ample and beneficial manner and form to all intents and purposes, as they the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, might, could, should or ought to have had, held or enjoyed the same; **Subject nevertheless** to the power or equity of redemption of the same premises by the said *B. S.* his heirs, executors, administrators or assigns; **And** the said *E. P. R. T.* and *J. T.* do by these presents for themselves severally, and for their several and respective executors and administrators, and not jointly nor one of them for the other of them, nor for the executors or administrators of the other of them, covenant, *&c.* to and with the said *J. S.* and *S. S.* and *J. D.* their, *&c.* that they the said *E. P. R. T.* and *J. T.* or any of them, have not, nor hath received the money due on the bond herein before mentioned to be given and executed by the aforesaid *D. E.* or any part thereof, nor otherwise released or discharged the same bond, nor have not, nor hath received the said sum of one hundred and eight pounds ten shillings herein before mentioned to be due from the said *B. S.* or any part thereof, or any interest for the same, nor have not, nor hath made any former or other grant, bargain, sale or assignment of the said messuages, *&c.* herein before assigned, or any part thereof, nor done, or wittingly or willingly suffered to be done any act, *&c.* whereby or wherewith the same messuages, *&c.* is, are or may be any way impeached, charged or incumbered in title, charge, estate, or otherwise howsoever; **And** the said *W. P.* and *W. T.* do hereby make, constitute and ordain the said *J. S.* and *S. S.* and *J. D.* their true and lawful attorney and attornies irrevocable jointly and severally, and do give and grant unto them full power and authority in the names of the said *W. P.* and *W. T.* or either of them, and in their place and stead to demand and receive all or any the several sums of money in the schedule herein after contained mentioned, and also all money due and to grow due on the security herein before mentioned from the said *D. E.* and *B. S.* respectively, and to sue for and recover in any court or courts of law or equity, and before any judge or judges whatsoever, the same several sums of money; and also to release, acquit and discharge the same, and to do, and to cause to be done, all and every act, matter and thing, for the recovering, obtaining and getting in, compounding, releasing and discharging the same, or any of them, which they the said *W. P.* and *W. T.* or either of them, in their own persons or person, may or might do or cause to be done; and also to detain and keep all such money so to be received, to and for the uses, and upon the trust herein after mentioned, of and concerning the same; **And** the said *E. P.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *J. S. S. S.* and *J. D.* their, *&c.* that he the said *E. P.* his heirs, *&c.* shall and will, within two calendar months from the day of the date hereof, well and truly pay, or cause to be paid unto the said *J. S. S. S.* and *J. D.* their, *&c.* the sum of fifty pounds of, *&c.* to and for the uses, and upon the trusts herein after mentioned, of and concerning the same. **Provided always, and it is hereby declared and fully agreed** by and between all the said parties to these presents, to be the true intent and meaning of them and of these presents, that the assignment of the debts in the schedule herein after contained mentioned, and also the said assignment herein before contained of the said bond from the said *D. E.* and also the said assignment herein before contained of the said sixth part of the said annuity, and of the said mortgage of the said messuages, *&c.* at W. aforesaid, so made as aforesaid, and the said fifty pounds herein before covenanted to be paid by the said *E. P.* is so to be paid unto the said *J. S. S. S.* and *J. D.* their executors, administrators and assigns, **In Trust** that they do and shall (after deducting and retaining to themselves all such costs, charges and expences, which they, or any of them, shall sustain or be put unto, in or about the execution of the trust hereby in them reposed) divide and pay all such monies, as they, or any of them shall receive, by and out of the said debts in the said schedule mentioned, and of the said debts so due as aforesaid from the said *D. E.* and *B. S.* respectively, and of the said fifty pounds so to be paid by the said *E. P.* as aforesaid, unto and amongst themselves, and all the said other creditors of the said *W. P.* and *W. T.* parties hereunto, in proportion to their several and respective debts to them due and owing respectively, without preferring one of the said creditors before the other of them, for or in respect, or by reason that his or their debt or debts, is or are of an higher nature in the law than the other of them, but equally and proportionably, according to their respective debts due and owing to all the said creditors, parties hereunto respectively, and not otherwise; **And this Indenture further witnesseth**, That as well the said *J. S. S. S.* and *J. D.* as all other the creditors (parties hereto) of the said *W. P.* and *W. T.* in consideration of the premises, and in pursuance of the said recited agreement on their parts, **Do**, and each and every of them **Doth** by these presents, for him and themselves severally and respectively, and for his and their several executors, administrators, partners and assigns, and not jointly, nor one of them for any other of them, nor for the acts or deeds of the other of them, or of the executors, administrators, partners or assigns of the other of them, covenant, *&c.* to and with the said *W. P.* and *W. T.* their, *&c.* that immediately after the execution of these presents by all the said parties hereunto, they the said creditors, parties hereunto, and each and every of them, shall and will give, execute and deliver unto the said *W. P.* and *W. T.* their exexcutors and administrators, or one more good and sufficient release or releases in the law, of all debts, dues and demands whatsoever, due and owing to them, or any of them, from the said *W. P.* and *W. T.* from the beginning of the world to the day of the date of these presents; **And also** shall and will deliver up to the said *W. P.* and *W. T.* to be cancelled, all and all manner of bills, bonds, notes, and other securities for money by them, or either of them, heretofore given or executed to the said creditors, or any of them, and in default of such release or releases being executed by any of the said creditors as aforesaid, these presents are and shall in stead thereof be construed, deemed and taken to be, and is and are hereby declared to be a full and absolute release and bar in law to each and

and of the premises demised.

Habendum.

Subject, &c.

The said creditors covenant with the trustees that they have not received the money on the bond, nor released the same, nor made any other assignment of said messuages, &c.

Copartners make the trustees their attornies to receive debts in the schedule and security aforesaid, &c.

For the uses hereafter mentioned.
E. P. covenants to pay said 50l. upon the trusts.

Declaration of the trust,

(after deducting expences)

to be divided amongst all the creditors in proportion to their respective debts without any preference.

All the creditors covenant to execute releases,

and shall deliver up to the trustees all bills, bonds, notes, &c. to be cancelled; and in

and every of the ſaid creditors, of and from all demands whatſoever againſt the ſaid *W. P.* and *W. T.* their executors and adminiſtrators, to the day of the date of theſe preſents; And the ſaid *J. S. S. S.* and *J. D.* do for themſelves ſeverally and not jointly, and for their ſeveral executors, *&c.* covenant, *&c.* to and with the reſt of the creditors of the ſaid *W. P.* and *W. T.* parties hereto, and to and with the ſaid *W. P.* and *W. T.* and their reſpective executors and adminiſtrators, and every of them by theſe preſents, that they the ſaid *J. S. S. S.* and *J. D.* or one of them, ſhall and will, as ſoon as conveniently may be, uſe his and their beſt means and endeavours to get in and receive the ſeveral debts and ſums of money in the ſaid ſchedule mentioned and compriſed; And the monies or other ſatisfaction ariſing by receipt of ſuch debts, and by receipt of ſeveral ſums of money due from the ſaid *D. E.* and *B. S.* reſpectively, and of the ſaid fifty pounds from the ſaid *E. P.* ſhall and will well and truly pay and divide unto and amongſt themſelves, and all and every other the creditors of the ſaid *W. P.* and *W. T.* parties hereto, in equal proportion to the ſeveral debts to them ſeverally and reſpectively due and owing from the ſaid *W. P.* and *W. T.* (after deducting and retaining of all coſts, charges and expences by them the ſaid *J. S. S. S.* and *J. D.* to be paid or ſuſtained in and about the premiſes, by virtue or means of the truſt hereby in them repoſed:) And all the ſaid creditors (parties hereto) of the ſaid *W. P.* and *W. T.* other than the ſaid *J. S. S. S.* and *J. D.* Do hereby for themſelves ſeverally and not jointly, and for their ſeveral and not joint executors, *&c.* covenant, *&c.* to and with the ſaid *J. S. S. S.* and *J. D.* their, *&c.* by, *&c.* that the the ſaid creditors (parties hereto) other than the ſaid *J. S. S. S.* and *J. D.* ſhall and will proportionably and with reſpect had to the ſeveral ſums of money to the ſaid creditors reſpectively due from them the ſaid *W. P.* and *W. T.* ſave harmleſs and keep indemnified the ſaid *J. S. S. S.* and *J. D.* and their executors and adminiſtrators, of and from all action and actions, ſuits, damages, coſts and expences which ſhall ariſe or happen to them, or either or any of them, by reaſon or means of their, or any or either of their intermeddling or lawful executing the truſt aforeſaid. Provided always, and it is hereby fully concluded and agreed upon by and between all the ſaid parties to theſe preſents, that the ſaid truſtees *J. S. S. S.* and *J. D.* their executors or adminiſtrators, ſhall and may, and are hereby declared to be at liberty to make compoſition or compoſitions with any debt or debts of the ſaid *W. P.* and *W. T.* for any of the debts in the ſaid ſchedule of debts hereunder written mentioned, and with the ſaid *D. E.* and *B. S.* as they ſhall ſee convenient; and that the ſaid truſtees, or any of them, ſhall not be anſwerable for any more than they reſpectively ſhall actually receive, or ſhall come to their hands by virtue and in purſuance of the truſt aforeſaid; and that neither of the ſaid truſtees ſhall be any ways chargeable with or anſwerable for any act, deed, receipt or payments of the other of them, but for his and their own acts only. Provided alſo, That if all any every the parties to theſe preſent indentures, or any one of them, ſhall not within two months from the day of the date hereof, duly ſeal and execute the ſame, then, and in ſuch caſe, theſe preſents, and all and every the covenants, clauſes, proviſoes, conditions and agreements herein contained, ſhall ceaſe, determine and be utterly void and of none effect, as if theſe preſents had never been made; any thing therein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

default of executing releaſes, theſe preſents to be a releaſe.

The truſtees covenant to endeavour to get in the debts, &c. and divide the money, &c.

All the creditors (except the truſtees) covenant to indemnify them from actions, &c.

Power for truſtees to compound debts,

not to be anſwerable for each other.

Proviſo to make this deed void if all the parties do not execute.

*(Wood.)*

*Aſſignment of Extents to Truſtees to protect ſeveral purchaſed Eſtates from Incumbrances.*

THIS Indenture of Six Parts, made, *&c.* Between *W. B.* of, *&c.* of the firſt part, *A.* of, *&c.* of the ſecond part, *A. B. C. D*, of, *&c.* truſtees, of the third part, Sir *J. T.* of, *&c.* of the fourth part, *M. A.* of, *&c.* of the fifth part, and ——— *J. E.* and ——— of the ſixth part. Whereas by indenture, dated 27th of October, which was in the year of our Lord 1779, made, *&c. Between R. B.* of, *&c.* of the one part, and ſaid *W. B.* of the other part, *Reciting* that the ſaid Sir *J. T.* ſtood indebted to the ſaid *R. B.* in the ſum of four hundred and fifty-ſix pounds thirteen ſhillings and three-pence, which was then lately bound by extent or otherwiſe, and that there was a *ſcire facias* iſſued out of his then Majeſty's Court of Exchequer, at the requeſt of the ſaid *R. B.* againſt the ſaid Sir *J. T.* in order to recover the ſame debt, the ſaid *R. B.* in conſideration of four hundred and fifty-ſix pounds thirteen ſhillings and three-pence to him paid by the ſaid *W. B.* (at the requeſt of the ſaid Sir *J. T.*) *Did* aſſign unto the ſaid *W. B.* as well the ſaid extent on ſuch proceſs as aforeſaid, and all benefit and advantage that could or might be had thereby, as alſo all his right, title, intereſt, claim and demand whatſoever of, in and to the ſaid debt of ——— and every part thereof: And whereas by indentures *Tripartite*, dated 20th of November, *&c.* made, *&c.* between *G. H.* of, *&c.* of the firſt part, *W. B.* of the ſecond part, and ſaid Sir *J. T.* of the third part, *Reciting* that ſaid Sir *J. T.* ſtood indebted to the ſaid *G. H.* in the ſum of ſeven hundred and twenty pounds: *And* that by inquiſition indented and taken at the Guildhall, London, in the pariſh of St. Lawrence, Old Jewry, in the ward of Cheap, 15th of May then laſt, the ſaid Sir *J. T.* was found indebted to the ſaid *G. H.* in the ſum of ſeven hundred and ninety-five pounds, whereof the ſum of ſeven hundred and twenty pounds is now unpaid; *And* that a *ſcire facias* iſſued out againſt the ſaid Sir *J. T.* to extend and recover the ſaid debt, at the requeſt and by the procurement of the ſaid *G. H.* to the end the ſame might be paid to the King's Majeſty in aid and diſcharge of a debt of ten thouſand pounds due from the ſaid *G. H.* to his Majeſty; *And* that the ſaid *W. B.* at the requeſt of the ſaid Sir *J. T.* did agree to pay the ſaid ſum of ſeven hundred and twenty pounds to the ſaid *G. H.* in conſideration of the ſaid ſum of ſeven hundred and twenty pounds therein mentioned to be paid by the ſaid *W. B.* to the ſaid *G. H. Did* aſſign and ſet over unto the ſaid *W. B.* the ſaid ſum and debt of ſeven hundred and twenty pounds, and all and every bill and bills of exchange, which he the ſaid *G. H.* or any in truſt for him, had or might have, and all and every other ſecurity or ſecurities for the ſame or any part thereof, and all and every benefit and advantage whatſoever which he had or might have by virtue of any proceſs for the recovery of the ſame; and the ſaid *G. H. Did* thereby appoint the ſaid *W. B.* his lawful attorney irrevocable to recover the ſaid debt of ſeven hundred and twenty pounds againſt the ſaid *J. T.* And whereas the ſaid *J. A.* by deed, dated 15th of October, *&c.* in conſideration of one hundred and fifty pounds to him paid as therein is mentioned, *Did* covenant, promiſe and agree to and with the ſaid Sir *J. T.* and *W. B.* that he the ſaid *J. A.* would at the coſts and charges of the ſaid Sir

Recital of an aſſignment (reciting an extent ſcire facias) to W. B. of the extent, &c.

Debt found on inquiſition.

Scire facias.

Aſſignment thereof to W. B.

with letter of attorney.

Sir *J. T.* procure the extent found againſt *W. M.* for the ſum of ſeven hundred and forty pounds, to be aſſigned to the ſaid Sir *J. T.* and *W. B.* or whom they ſhould appoint, as by the ſaid ſeveral recited indentures and deed, *&c.* **And whereas** the ſaid *J. T.* and *W. M.* have been copartners in returning ſeveral great ſums of money by bill of exchange or otherwiſe, whereby the eſtate of each other might poſſibly be liable to extents againſt the other; and they the ſaid Sir *J. T.* and *W. M.* having contracted ſeveral debts whilſt they were concerned together as copartners, they did agree that the ſaid Sir *J. T.* ſhould pay ſix thouſand five hundred pounds or thereabouts, of the ſaid debts; and the ſaid *W. M.* the ſum of four thouſand five hundred pounds, and the aforeſaid ſeveral ſums paid as aforeſaid by the ſaid *W. B.* were paid as part of the ſum of ſix thouſand five hundred pounds which the ſaid Sir *J. T.* was to pay as aforeſaid: **Now this Indenture witneſſeth,** That for and in conſideration of five ſhillings, *&c.* by the ſaid *W. B.* junior, *T. E.* and *R. C. (the truſtees)* in hand well and truly paid to the ſaid *W. B.* at, *&c.* the receipt, *&c.* he the ſaid *W. B.* (by and with the conſent, direction and appointment of the ſaid Sir *J. T.* and *W. M.* teſtified, *&c.*) **Hath** aſſigned, transferred and ſet over, and by theſe preſents **Doth,** *&c.* to *W. B.* junior, *J. E.* and *R. C.* their executors, adminiſtrators and aſſigns, **As well** the ſaid ſeveral and reſpective extents to him ſo as aforeſaid aſſigned, **As alſo** all and every ſum and ſums of money due or to be due for or by reaſon of the ſame, together with the reſpective aſſignments thereof, **And all** and every bill and bills of exchange for any ſum or ſums of money, to the payment whereof the ſaid Sir *J. T.* and *W. M.* or either of them, were or is liable, which the ſaid *W. B.* hath in his cuſtody or power, or is in any ways intitled unto; **To have and to hold** the ſaid ſeveral extents, bills of Exchange and money thereupon due unto the ſaid *W. B.* junior, *T. E.* and *R. C.* their executors, adminiſtrators and aſſigns: **And this Indenture further witneſſeth,** that the ſaid *J. A.* for and in conſideration of, *&c.* to him in hand likewiſe paid by the ſaid *W. B.* junior, *T. E.* and *R. C.* at and before, *&c.* the receipt, *&c.* and in performance of his ſaid covenant to the ſaid *W. B.* as aforeſaid, **Hath** aſſigned, transferred and ſet over, and by theſe preſents (by the like direction and appointment of the ſaid Sir *J. T.* *W. B.* and *W. M.* and at the nomination of the ſaid *W. B. J. E.* and *C. C.* teſtified as aforeſaid) **Doth,** *&c.* unto the ſaid *W. B.* junior, *J. E.* and *R. C.* **As well** the ſaid ſum of ſeven hundred and forty pounds, and the extent thereof found as aforeſaid, **As alſo** all right, intereſt, benefit, advantage, claim and demand whatſoever of him the ſaid *J. A.* of, in and to the ſame; **To have and to hold** the ſame extent and ſum of money, and every of them, unto the ſaid *W. B.* junior, *&c.* executors, adminiſtrators and aſſigns; **And it is hereby declared** by and between all and every the parties to theſe preſents, that the ſaid ſeveral extents and bills of exchange aſſigned to them the ſaid *W. B.* junior, *&c.* are ſo to them aſſigned, **Upon Truſt** in the firſt place, that all and every the ſaid extents ſhall be kept on foot to protect as well the manors, meſſuages, *&c.* late of the ſaid Sir *J. T.* and Dame *D.* his wife, purchaſed by the ſaid *W. B.* likewiſe all other the meſſuages of the ſaid Sir *J. T.* and Dame *D.* his wife, and either of them (not ſold,) as alſo all the meſſuages, *&c.* late of the ſaid *W. M.* and conveyed to them the ſaid *J. E.* and *C. C.* from all mean and other incumbrances, and to be made uſe of for that purpoſe, and that the ſame and the ſaid bills of exchange ſhall not be made uſe of to the prejudice of the ſaid *W. B. J. E. C. C.* Sir *J. T.* and *W. M.* any or either of them, in any other perſon or perſons claiming, or which hereafter ſhall claim the ſaid premiſes, or any part or parcel thereof, by, from or under them, or any or either of them. **In Witneſs,** &c.

Debts contracted in copartnerſhip.

Conſideration.

Aſſignment of the extents as aforeſaid aſſigned from W. B. to truſtees, and of bills of Exchange.

Aſſignment of 740l. on an extent found.

Declaration that the extents, &c. are aſſigned upon truſt to protect the purchaſed premiſes, &c.

## *Aſſignment of a Term in Truſt to attend the Inheritance.*

**This Indenture Tripartite,** made the 1ſt day of July, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *William Davy* of, *&c.* Gentleman, *William Newman* of, *&c.* Gentleman, of the firſt part, *Mary Green* of, *&c.* widow, of the ſecond part, and *Samuel Salmon* of, *&c.* Merchant, and *John Bailey* of, *&c.* of the third part. **Whereas** by indenture dated, *&c.* for the conſideration therein mentioned, the ſaid *M. G.* did demiſe to *F. C.* widow, afterwards the wife of *J. C.* of, *&c.* **All** that meſſuage or tenement commonly called, *&c.* ſituate, *&c.* thentofore in the occupation of *J. W.* Inn-keeper, afterwards of *J. F.* widow, with all and ſingular the appurtenances to the ſaid meſſuage, tenement or inn belonging, or in any wiſe appertaining; **To hold** to the ſaid *F. C.* her executors, adminiſtrators and aſſigns, from the date thereof, for the term of five hundred years at a peppercorn rent payable yearly, **Under** a proviſo to be void on payment of one hundred and ſixty pounds of, *&c.* to the ſaid *F. C.* upon certain days therein mentioned, which are long ſince paſt: **And whereas** the ſaid *M. G.* having borrowed the further ſum of, *&c.* of the ſaid *F. C.* did by deed poll, bearing date, *&c.* agree with the ſaid *F. C.* that the ſaid indenture of mortgage and the premiſes therein mentioned ſhould remain and ſtand as a ſecurity for the payment thereof, as by the ſaid indenture of mortgage and deed poll, relation being thereunto had, may more at large appear. **And whereas** by indenture quadrupartite bearing date, *&c.* made between the ſaid *J. E.* and *F. C.* his wife, of the firſt part, the ſaid *M. G.* of the ſecond part, the ſaid *W. D.* on the third part, and the ſaid *W. N.* on the fourth part, the ſaid *J. E.* and *F.* his wife for the conſiderations therein mentioned, by the direction of the ſaid *M. G.* did aſſign to the ſaid *W. D.* the ſaid recited indenture of demiſe, or mortgage and deed poll, and all and ſingular the premiſes thereby demiſed with their and every of their appurtenances, and all the eſtate, right, title and intereſt of them the ſaid *J. E.* and *F.* his wife, or any of them, of, in or to the ſame, or any part or parcel thereof; **To hold** to the ſaid *W. D.* his executors, adminiſtrators and aſſigns, from thenceforth for all the reſt and reſidue of the ſaid term of five hundred years, then to come and unexpired; **In Truſt** nevertheleſs, for the uſe and benefit of the ſaid *W. N.* his heirs and aſſigns, and to attend and wait upon the freehold and inheritance of the premiſes then conveyed by way of mortgage to the ſaid *W. N.* as by the ſaid recited indenture, relation being thereunto had, may more fully appear: **Now this Indenture witneſſeth,** that for and in conſideration of the ſum of, *&c.* to the ſaid *W. N.* in hand well and truly paid by the ſaid *S. S.* by the direction and appointment of the ſaid *M. G.* teſtified by her being a party to theſe preſents, and her ſigning and ſealing hereunto, and of the further ſum of, *&c.* to the ſaid *M. G.* by the ſaid *S. S.* in hand alſo well and truly paid, being the ſame ſums of, *&c.* and which are mentioned as the conſideration of a certain indenture of releaſe, bearing even date with theſe preſents, and made between the ſaid *M. G.* and the ſaid *W. N.* of

Recital of the indenture.

Premiſes.

Habendum.

Indenture to ſtand as a ſecurity for a farther ſum of money.

Recital of aſſignment of indenture.

Habendum.

Aſſignment of all the premiſes.

The conſideration.

*W. N.* of the one part, and the ſaid *S. S.* of the other part; and alſo in conſideration of the ſum of five pounds of, *&c.* to the ſaid *W. D.* by the ſaid *J. B.* in hand alſo paid, the ſeveral receipts whereof they the ſaid *W. M. M. G.* and *W. D.* do hereby reſpectively acknowledge, and thereof and of and from every part and parcel thereof do reſpectively acquit, releaſe and diſcharge the ſaid *S. S.* and *J. B.* their executors, adminiſtrators and aſſigns by theſe preſents, he the ſaid *W. D.* by and with the conſent, direction and appointment of the ſaid *W. N.* and likewiſe of the ſaid *M. G.* teſtified by their being parties hereunto, and ſigning and ſealing hereof, and alſo the ſaid *W. N.* and *M. G.* **have**, and each and every of them **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents, at the nomination and by the direction and appointment of the ſaid *S. S.* teſtified by his being a party hereunto, and ſigning and ſealing hereof, **do**, and each and every of them **doth** bargain, ſell, aſſign and ſet over unto the ſaid *J. B.* the ſaid firſt recited indenture of demiſe or mortgage and deed poll, and the ſaid meſſuage, tenement or inn, and all and ſingular other the premiſes thereby demiſed or meant, mentioned or intended to be demiſed, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, uſe, truſt, benefit and equity of redemption, term of years yet to come and unexpired, claim and demand whatſoever, of them the ſaid *W. D. W. M.* and *M. G.* or any of them, of, in or to the ſame, or any part or parcel thereof, together alſo with the ſaid recited indenture of aſſignment; **To have and to hold** all and ſingular the premiſes herein before mentioned or intended to be hereby aſſigned, with their and every of their rights, members and appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue of the ſaid term of five hundred years yet to come and unexpired; **In Truſt** nevertheleſs to and for the only proper uſe and benefit of the ſaid *S. S.* his heirs and aſſigns, and to the intent and purpoſe, that the remainder of the ſaid term ſhall attend and wait upon the freehold and inheritance of the premiſes, conveyed or intended to be conveyed by the ſaid *M. G.* and *W. M.* to the ſaid *S. S.* his heirs and aſſigns, by indentures of leaſe and releaſe, and bargain and ſale, inrolled or intended to be inrolled in the High Court of Chancery, the leaſe bearing date the day before, and the releaſe and bargain and ſale bearing even date with theſe preſents, and to and for no other uſe, intent or purpoſe whatſoever. **And** the ſaid *W. N.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *W. D.* doth hereby covenant, promiſe and agree, to and with the ſaid *S. S.* his heirs and aſſigns, that he the ſaid *W. N.* and the ſaid *W. D.* or either of them, have not nor hath made, done, committed or ſuffered any act, matter or thing, whereby or by reaſon or means whereof the ſaid hereby aſſigned premiſes, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever; **And the ſaid** *W. D.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *S. S.* his heirs and aſſigns, that he the ſaid *W. D.* hath not made, done, committed, or wittingly ſuffered any act, matter or thing, whereby or by reaſon or means whereof the ſaid hereby aſſigned premiſes, or any part thereof, is, are, or ſhall or may be impeached, charged or incumbered, in title, charge, eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

Aſſignment.

The habendum.

The truſt.

Covenant that the premiſes are free from incumbrances.

Againſt incumbrances.

*(Phipps.)*

*Aſſignment by a Widow, and Executrix, of the Equity of Redemption of the mortgaged Premiſes mentioned in one Schedule annexed, of Houſhold Goods in a ſecond Schedule annexed, and of the Debts owing to the Teſtator to three of the Teſtator's Creditors, on Behalf of themſelves and the other Creditors; in Conſideration whereof ſhe is allowed the Uſe of Goods and Liberty of purchaſing them, and her Huſband's Stock in Trade, and is to be paid ſome Money,* &c. *and releaſed from his Debts.*

**This Indenture of four Parts**, made, *&c.* **Between** *M. H.* of, *&c.* (Widow, relict and ſole executrix of the laſt will and teſtament of *W. H.* of the ſame place, her late huſband,) deceaſed, of the firſt part, *S. M.* of, *&c.* (brother of the ſaid *M. A.*) of the ſecond part, *S. B.* of, *&c. J. C.* of, *&c.* and *W. T.* of, *&c.* (three of the creditors of the ſaid *W. H.* on behalf of themſelves and of all other the creditors of the ſaid *W. H.* and alſo truſtees, nominated and appointed by the other creditors, parties thereto, for the intents and purpoſes herein after mentioned) of the third part, and the ſeveral other creditors of the ſaid *W. H.* who have hereunto ſubſcribed and ſet their hands and ſeals, of the fourth part. **Whereas** the ſaid *W. H.* is lately dead, being at the time of his death intitled to the equity of redemption of, in and to the three leaſehold pieces of ground, meſſuages or tenements, erections, buildings or premiſes now in mortgage to ſeveral perſons, the particulars whereof are mentioned or ſet forth in a ſchedule hereunder written, intitled, the firſt ſchedule: **And** he the ſaid *W. H.* the teſtator, at the time of his death was alſo poſſeſſed of, intereſted in and intitled unto a conſiderable other perſonal eſtate, conſiſting of (beſides his ſtock in trade and other things) ſeveral pieces of plate, houſhold goods and furniture, and of ſeveral debts or ſums of money then due to him, and now to his eſtate, and which are alſo particularly mentioned and ſet forth in the two other ſchedules hereunder written, intitled, the ſecond ſchedule and the third ſchedule: **And whereas** there is a bond debt of five hundred pounds principal money now due and owing unto the ſaid *S. B.* from the eſtate of the ſaid *W. H.* and alſo another debt of one hundred pounds principal money due from his eſtate, ſecured by his bond to ——— of, *&c.* and for which ——— of, *&c.* ſtands bound with him the ſaid *W. H.* as his ſecurity for payment thereof, both which ſaid bonds and intereſt are hereby agreed ſhall be paid in ſuch manner as therein after mentioned: **And whereas** the ſaid teſtator at the time of his death was juſtly indebted in ſeveral other debts by ſimple contracts unto the ſaid *S. B. J. C.* and *W. T.* and to his ſaid ſeveral other creditors, parties hereto, ſome of which debts on ſimple contract were by reaſon of running and mutual accounts between the ſaid teſtator and ſome of his creditors for goods by him and them delivered to each other, and alſo for work by him and them done to and for other and on other accounts, which cannot at preſent be adjuſted and ſettled; therefore it has been, and is hereby agreed by all the ſaid parties hereto, that all the ſaid accounts ſo now unſettled and pending between the ſaid teſtator and his ſaid creditors touching the ſaid debts by ſimple contract, ſhall be by him the ſaid *S. M.* and the ſaid *T. B. J. C.* and *W. T.* forthwith adjuſted, determined and finally

Parties. A widow and executrix and three creditors on behalf of all the creditors.

Recitals. The teſtator intitled to equity of redemption of premiſes in a ſchedule, and other perſonal eſtate in other ſchedules.

Teſtator's debts on bonds,

and on ſimple contracts.

Mutual accounts agreed to be ſettled.

finally ſettled, and that the balance due to every ſuch creditor upon ſettling ſuch account, and alſo the debts due to the ſaid other creditors, parties hereto, whoſe accounts are now adjuſted and not to be ſettled, ſhall be paid to them reſpectively in ſuch manner as herein after is mentioned and expreſſed: **And whereas** the ſaid *M. H.* as ſole executrix of the laſt will and teſtament of the ſaid *W. H.* being now intitled to the equity of redemption of the ſaid mortgaged premiſes mentioned and compriſed in the ſaid firſt ſchedule hereunder written, and alſo poſſeſſed of, intereſted in and intitled unto the ſaid ſeveral other premiſes mentioned and compriſed in the ſaid ſecond and third ſchedules hereunder written; and ſhe the ſaid *M. H.* to prevent all diſputes, actions, ſuits and charges touching payment of the ſaid teſtator's debts, and being willing and deſirous that all the ſaid teſtator's creditors ſhould be paid their ſeveral and reſpective debts, as far as the ſaid ſeveral premiſes compriſed in the ſaid three ſchedules will extend to pay and ſatisfy, ſhe the ſaid *M. H.* (at the requeſt of the ſaid creditors, parties hereto,) hath agreed to aſſign all and ſingular the ſaid ſeveral premiſes compriſed in the ſaid three ſchedules unto them the ſaid *S. B. J. C.* and *W. T. Neverthelefs* to, for and upon the ſeveral truſts, intents and purpoſes, and *Subject* to the proviſoes herein after mentioned, expreſſed and declared of and concerning the ſame; *In Conſideration* whereof they the ſaid creditors, parties to theſe preſents, have agreed to take and accept of ſuch aſſignment of the ſaid ſeveral premiſes in full ſatisfaction and diſcharge of all ſuch debts as are now due to them reſpectively, and to give unto the ſaid *M. H.* ſuch a general releaſe and diſcharge for the ſame, in ſuch manner as herein after is alſo mentioned and expreſſed: **And whereas** the ſaid *M. H.* intended to follow and carry on her the ſaid late huſband's trade and buſineſs for the future ſupport of herſelf and family, they the ſaid creditors, parties hereto, for that end and purpoſe, and in conſideration of the aſſignment by her the ſaid *M. H.* herein after made of her ſaid late huſband's eſtate and effects in the ſaid three ſchedules mentioned, have mutually agreed and conſented that the ſum of—— by her received out of his eſtate ſince her death, and alſo the further ſum of ——, making together the ſum of one hundred and twenty pounds, when received out of his eſtate herein after aſſigned, ſhall be by the ſaid truſtee-creditors in the firſt place paid to the ſaid *M. H.* and alſo that ſhe the ſaid *M. H.* ſhall have the ſtock in trade of her ſaid late huſband (now valued at the ſum of eighty-ſeven pounds nineteen ſhillings and three-pence, together with the uſe of all his plate, houſhold goods and furniture, for her uſe and benefit, during the ſpace of two years, to be computed from ———, for the end and purpoſe aforeſaid;) for the conſideration whereof, and for ſecuring payment of the ſaid ſeveral ſums of one hundred and twenty pounds and eighty-ſeven pounds nineteen ſhillings and three-pence, and delivery of the ſaid goods, ſhe the ſaid *M. H.* by her bond or obligation bearing even date with and executed immediately before theſe preſents, is become and ſtands bound unto the ſaid three truſtee-creditors in the ſum of —— conditioned to pay to the ſaid truſtee-creditors the ſaid ſeveral ſums of one hundred and twenty pounds and the ſaid ſum of eighty-ſeven pounds nineteen ſhillings and three-pence, for which the ſaid ſtock is ſo valued as aforeſaid, and alſo delivering to them the ſaid houſhold goods and furniture at the end of the ſaid two years, in truſt to be then divided amongſt the ſaid creditors executing theſe preſents, and proportionably in ſuch manner as his the ſaid teſtator's other eſtate herein after aſſigned is to be ſhared: **Now this Indenture witneſſeth**, that the ſaid *M. H.* in purſuance and performance of her part of the ſaid recited agreement, and for the intent and purpoſe aforeſaid, and alſo in conſideration of the ſaid ſum of one hundred and twenty pounds, ſo by her received, and to be paid to her as aforeſaid, and alſo of having the ſaid ſtock for her own uſe and the uſe of the ſaid goods, for the end and purpoſe aforeſaid, and alſo for and in conſideration of the ſum of five ſhillings of, *&c.* to her in hand paid by the ſaid *S. B. J. C.* and *W. T.* before the executing of theſe preſents, the receipt, *&c.* and for divers, *&c.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents ſhe the ſaid *M. H.* (at the requeſt, and by and with the conſent, direction, nomination and appointment of the ſaid other creditors of the ſaid *W. H.* parties hereto, teſtified by their ſigning and ſealing of theſe preſents) **Doth** fully, freely and abſolutely bargain, *&c.* unto the ſaid *S. B. J. C.* and *W. T.* their executors, adminiſtrators and aſſigns, **As well** all and every the ſeveral pieces of ground, and the ſeveral meſſuages, *&c.* thereon erected and built, and all and ſingular other the premiſes demiſed and aſſigned in and by the ſeveral indentures of leaſe, and indentures of aſſignment or mortgage thereof, and which are particularly mentioned and ſet forth in the ſaid firſt ſchedule hereunder written, with their and every of their appurtenances; **As alſo all** and every the ſaid pieces of plate, houſhold goods and furniture, which are particularly mentioned and ſet forth in the ſaid ſecond ſchedule hereunder written; **Save and except** unto the ſaid *M. H.* the uſe of the ſaid plate, houſhold goods and furniture during the ſpace of two years as aforeſaid; **As likewiſe** all and every the ſeveral debts and ſums of money as are now due to the eſtate late of the ſaid *W. H.* and which are particularly mentioned and ſet forth in the ſaid third ſchedule hereunder written, **And all** the eſtate, right, title, intereſt, term and term of years to come and unexpired, yearly rents and profits, reverſion, equity and benefit of redemption, truſt, benefit, advantage, property, claim and demand whatſoever, both at law and in equity, of her the ſaid *M. H.* or of any perſon or perſons in truſt for her, of, in and to the ſaid hereby aſſigned mortgaged premiſes in the ſaid firſt ſchedule mentioned and compriſed, **And alſo** of, in and to the ſaid hereby aſſigned pieces of plate, houſhold goods and furniture, (**Save and except** as aforeſaid) debts and ſums of money and premiſes in the ſaid ſecond and third ſchedules mentioned and compriſed, and of, in and to every part and parcel of the ſaid ſeveral premiſes by virtue of the ſaid will of the ſaid *W. H.* or otherwiſe howſoever; **To have and to hold** the ſaid hereby aſſigned ſeveral pieces of ground, meſſuages or tenements, erections, buildings, and all and ſingular the ſaid mortgaged premiſes mentioned and compriſed in the ſaid firſt ſchedule, with their and every of their appurtenances, unto the ſaid *S. B. J. C.* and *W. T.* their, *&c.* from henceforth, for and during all the reſt and reſidue of the ſeveral terms of years by the original indentures of leaſe thereof reſpectively granted, which are now to come and unexpired, freed, acquitted, releaſed, exonerated and for ever diſcharged of and from all right, equity, benefit and redemption whatſoever of her the ſaid *M. H.* her executors or adminiſtrators, of, in and to the ſame premiſes; **Subject nevertheleſs** to the ſeveral ground-rents, covenants, conditions and agreements in the ſaid ſeveral indentures of leaſe reſpectively reviſed and contained, and which from henceforth on the leſſees or aſſignees part are to be paid, done and performed; **And alſo ſubject** to the payment of the ſeveral mortgages of the ſame premiſes in the ſaid firſt ſchedule named, of all and every the principal ſums of money therein mentioned to be to them now reſpectively due and owing, and alſo of all intereſt monies now due and from henceforth to become due to them reſpectively for the ſame, and ſo ſubject in manner as aforeſaid; then to, for and **Upon the ſeveral Truſts**, intents and purpoſes herein after mentioned, expreſſed and declared

The executrix intitled, &c.

has agreed to aſſign premiſes.

Creditors thereon to give a releaſe,

and to allow and pay her money to carry on buſineſs,

and allow her ſtock in trade, &c.

Conſideration.

Aſſignment.

Of equity of redemption.

Of teſtator's houſhold goods, except, &c.

and debts due to his eſtate,

and houſhold goods.

Habendum of things in the firſt ſchedule, viz. Equity of redemption,

ſubject to the mortgages, &c.

declared of and concerning the ſame premiſes; **And to have, hold,** receive, take and enjoy the ſaid hereby aſſigned pieces of plate, houſhold goods and furniture in the ſaid ſecond ſchedule mentioned, (**Save and except** during the time aforeſaid) and alſo the ſaid debts or ſums of money and premiſes mentioned, ſet forth and compriſed in the ſaid third ſchedule hereunder written, unto them the ſaid *S. B. J. C.* and *W. T.* their executors, adminiſtrators and aſſigns, from henceforth for ever, and to which they are hereby intended to have a legal right and property; **Nevertheleſs** to, for and **Upon the ſeveral Truſts,** intents and purpoſes herein after alſo mentioned, expreſſed and declared of, in and concerning the ſame premiſes: **And** for the better and more effectual enabling them the ſaid *S. B. J. C.* and *W. T.* the ſaid truſtee-creditors, to recover and receive all and ſingular the ſaid hereby aſſigned debts, monies and premiſes mentioned, ſet forth and compriſed in the ſaid third ſchedule hereunder written; **Nevertheleſs upon the ſeveral Truſts** herein after mentioned and expreſſed, **She** the ſaid *M. H.* **hath,** and by theſe preſents **Doth** make, *&c.* the ſaid *S. B. J. C.* and *W. T.* three truſtee-creditors, her true and lawful attornies irrevocable, jointly or ſeverally in the name of her the ſaid *M. H.* or otherwiſe, to aſk, *&c.* of and from all and every the ſeveral perſons in the ſaid third ſchedule named, the ſeveral ſums of money therein mentioned to be by them reſpectively due and owing to the ſaid *W. H.* deceaſed; and upon non-payment thereof, or of any part thereof, to commence, ſue and proſecute to effect any action, *&c.* for the obtaining, *&c.* and to make any compoſition for the ſame, or any part thereof, and upon paying, *&c.* the ſaid hereby aſſigned debts and monies, or any part thereof, to give proper and ſufficient releaſes, *&c.* or any part thereof; **And** ſhe the ſaid *M. H.* doth hereby further authorize, enable and empower the ſaid truſtee-creditors, and the ſurvivors and ſurvivor of them, his executors and aſſigns, to make, do and execute all and every ſuch further lawful act and acts, deeds and things whatſoever, as ſhall be needful and requiſite, as well for the recovering and receiving, as alſo for the releaſing, compounding and diſcharging of all or any the herein before mentioned, and hereby aſſigned debts and monies in the ſaid third ſchedule mentioned and compriſed; **And likewiſe** for the abſolute ſelling and diſpoſing of the equity of redemption of all and ſingular the ſaid mortgaged premiſes in the ſaid firſt ſchedule mentioned and compriſed; and alſo of the ſaid pieces of plate, houſhold goods and furniture in the ſaid ſecond ſchedule alſo mentioned and compriſed, from and after the expiration of the ſaid two years as aforeſaid; **Subject nevertheleſs** to her the ſaid *M. H.* purchaſing the ſame, if ſhe thinks fit; and that as fully, amply, effectually and abſolutely to all intents, conſtructions and purpoſes whatſoever, as if the ſaid *M. H.* her executors or adminiſtrators had been perſonally preſent, and actually tranſacted, executed or done the ſame: **And finally,** ſhe the ſaid *M. H.* doth hereby give and grant unto the ſaid truſtee-creditors, and their aſſigns, her full and whole power in all and ſingular the before mentioned premiſes; **And** doth hereby eſtabliſh, ratify, allow and confirm all and every ſuch legal acts and things as they the ſaid truſtee-creditors, any or either of them, ſhall do or cauſe to be done by virtue and in purſuance of the power to them herein before given; **Nevertheleſs** to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame. **And** the ſaid *M. H.* for herſelf, her executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *S. B. J. C.* and *W. T.* the ſaid truſtee-creditors, their executors and aſſigns, in manner as follows, that is to ſay, that all and every the debts and ſums of money in the ſaid third ſchedule mentioned and ſet forth to be due and owing to the ſaid *W. H.* according to the beſt of her knowledge and belief, are now due and owing from the ſeveral perſons therein named, to the eſtate late of the ſaid *W. H.* and that ſhe the ſaid *M. H.* hath not received the ſaid debts, any or either of them, or any part or parts thereof, ſave and except the ſaid ſum of ——— as aforeſaid; **And** that ſhe, or her executors and adminiſtrators, ſhall not, nor will at any time hereafter, receive the ſame, or any of them, nor ſhall or will releaſe or diſcharge the power and authority hereby given for receiving the ſame, nor releaſe, diſavow, diſcontinue or diſcharge any action or ſuit, that ſhall or may be brought or commenced in her or their names, by the ſaid truſtee-creditors, for the recovering of the ſaid debts or ſums of money, or any of them, unleſs it be at the requeſt and by the direction of the ſaid truſtee-creditors, or the major part of them; **And further,** that the ſaid *M. H.* her, *&c.* ſhall and will at all times hereafter, at the requeſt, coſts and charges of the ſaid truſtee-creditors, make, *&c.* all and every ſuch other and further lawful and reaſonable act, *&c.* as well for the corroborating and ſtrengthening of theſe preſents, as for the further, better, more perfect and abſolute aſſigning, aſſuring and confirming of all and ſingular the ſaid ſeveral and reſpective hereby aſſigned premiſes, unto them the ſaid truſtee-creditors, their executors and aſſigns: **Nevertheleſs** to, for and **Upon the ſeveral Truſts,** intents and purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame reſpectively, as by the ſaid truſtee-creditors, their, *&c.* or their counſel, *&c.* **And this Indenture further witneſſeth,** that they the ſaid *S. B. J. C.* and *W. T.* and all other the ſaid creditors of the ſaid *W. H.* executing theſe preſents, (in purſuance and part of performance of their ſaid recited agreement, and in conſideration of the aſſignment herein before made by her the ſaid *M. H.* of the ſaid ſeveral and reſpective premiſes, to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned, expreſſed and declared, and for other good and valuable cauſes, *&c.*) **Do** thereby conſent and agree that ſhe the ſaid *M. H.* ſhall have her ſaid late huſband's ſtock in trade, ſo valued as aforeſaid, to and for her own uſe, benefit and diſpoſal, for the purpoſe aforeſaid; and alſo that ſhe the ſaid *M. H.* for the ſpace of two years ſhall have the uſe of the ſaid plate, houſhold goods and furniture, in the ſaid ſecond ſchedule mentioned; ſo as ſhe make no embezzlement or wilful waſte of the ſame, with liberty for her, at the end of the ſaid two years, to purchaſe the ſame if ſhe then thinks fit; **And alſo** that they the ſaid truſtee-creditors, out of the firſt monies to be by them received out of the ſaid hereby aſſigned other truſt-eſtate, ſhall pay to her the ſaid *M. H.* the ſaid ſum of ——— pounds for the purpoſe aforeſaid; **And alſo** they the ſaid creditors executing theſe preſents, and each and every of them, for him and herſelf, ſeverally and not jointly, nor the one for the other, and for his, her and their own reſpective executors and adminiſtrators, do hereby accept and take the aſſignment herein before made of the ſaid ſeveral premiſes to the ſaid truſtee-creditors, upon the truſts herein after mentioned and expreſſed, in full ſatisfaction and diſcharge of their ſeveral and reſpective debts now due and owing to them from the eſtate late of the ſaid *W. H.* and alſo from her the ſaid *M. H.* as executrix of the ſaid *W. H.* in reſpect thereof; **And alſo** they the ſaid creditors, parties to, and executing theſe preſents, further (in purſuance and full performance of their part of the ſaid recited agreement and for the conſiderations aforeſaid)

2d ſchedule, except, &c.

Letter of attorney to receive the debts in the 3d ſchedule,

and for ſelling the ſaid equity of redemption and houſhold goods.

Subject, &c.

Covenant that the debts in the 3d ſchedule are now due.

That ſhe ſhall not receive, nor releaſe the ſame, &c.

Further aſſurance.

In conſideration whereof the creditors conſent that the widow ſhall have her huſband's ſtock in trade, and uſe of houſhold goods for two years, with liberty to purchaſe the ſame, and pay her money.

And they covenant to accept her ſaid aſſignment in ſatisfaction of her huſband's debts.

Releaſe of the ſame.

aforeſaid) have, and each and every of them hath remiſed, releaſed, diſcharged, and for ever quit-claimed, and by theſe preſents they the ſaid creditors, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors and adminiſtrators, do, and each and every of them doth remiſe, *&c.* unto the ſaid *M. H.* her executors and adminiſtrators, and all others the repreſentatives of the ſaid *W. H.* All and every the ſeveral and reſpective debts as are now due and owing to each and every the ſaid creditors executing theſe preſents, for the ſaid *W. H.* or his eſtate, or the ſaid *M. H.* as his executrix, in reſpect thereof: And alſo of and from all manner of action and actions, ſuit and ſuits, cauſe and cauſes of action and ſuit, both at law and in equity, or otherwiſe howſoever, which they the ſaid creditors executing theſe preſents, any or either of them now have, ever had, or which they, any or either of them, their, any or either of their executors or adminiſtrators at any time hereafter, can, ſhall or may have, claim, challenge or demand againſt the ſame *M. H.* as executrix of the ſaid *W. H.* and all other the repreſentatives of the ſaid *W. H.* by reaſon or on account of the ſaid ſeveral debts ſo now reſpectively due to the ſaid creditors executing theſe preſents, or for, by reaſon or on account of any other matter, cauſe or thing whatſoever touching the ſame, to the day of the date of theſe preſents. And it is hereby expreſsly agreed and declared by and between all and every the parties to theſe preſents, and the true intent and meaning of them and of theſe preſents, is, and are, that the aſſignment herein before made to them the ſaid truſtee-creditors, of the equity of redemption of the ſaid meſſuages or tenements, and other the mortgaged premiſes in the ſaid firſt ſchedule mentioned, And alſo of the ſaid pieces of plate, houſhold goods and furniture in the ſaid ſecond ſchedule mentioned, And alſo of the ſaid debts and monies in the ſaid third ſchedule mentioned, were and are to them the ſaid truſtee-creditors ſo made, to, for and upon the ſeveral truſts, intents and purpoſes, and under and ſubject to the ſeveral proviſoes and agreements herein after mentioned, expreſſed and declared, of and concerning the ſame reſpectively, that is to ſay, Upon Truſt that they the ſaid truſtee-creditors, or the major part of them, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall, as ſoon as conveniently can or may be, by one or more ſale or ſales, abſolutely ſell and diſpoſe of the equity of redemption of all and ſingular the ſaid meſſuages or tenements, and other the ſaid mortgaged premiſes in the ſaid firſt ſchedule mentioned and compriſed, with their and every of their appurtenances, and alſo from and after the end of the ſaid two years, abſolutely to ſell and diſpoſe of the ſaid pieces of plate, houſhold goods and furniture, in the ſaid ſecond ſchedule mentioned, at the beſt price, and for the moſt monies that can be had, made and got for the ſame ſeveral and reſpective premiſes: Provided, and it is hereby agreed and declared, that in caſe the ſaid *M. H.* at the end of the ſaid two years ſhall have a mind to purchaſe the ſaid plate, houſhold goods and furniture, at the price the ſame ſhall then be appraiſed and valued at; then and in ſuch caſe ſhe the ſaid *M. H.* on payment of the ſum of money for which the ſame ſhall be valued unto the ſaid truſtee-creditors, ſhall have the preference of purchaſing the ſame before any other perſon whomſoever; And to the end and intent that the purchaſer or purchaſers of the ſaid ſeveral and reſpective premiſes, ſhall have a clear and abſolute title to the ſaid ſeveral premiſes, freed and diſcharged of and from the ſeveral truſts herein after expreſſed and declared touching the ſame, it is hereby agreed and declared that the receipts to be given to ſuch purchaſers by the ſaid truſtee-creditors, or the major part of them, for the ſaid purchaſe-money, ſhall be a good and ſufficient diſcharge, both in law and equity, to ſuch purchaſer or purchaſers for the ſame, notwithſtanding any miſapplication thereof: And upon this further Truſt, that they the truſtee-creditors, and ſurvivors and ſurvivor of them, his executors, adminiſtrators or aſſigns, immediately after ſuch ſale or ſales made of the ſaid ſeveral and reſpective premiſes, or of any part or parts thereof, in manner as aforeſaid, ſhall and do pay or cauſe to be paid and depoſited into the hands of Mr. *A. D.* Banker, of, *&c.* and in their own names, as well all and every the ſum and ſums of money to be by them received for ſale of the ſaid ſeveral mortgaged premiſes, as alſo all and every the ſaid thereby aſſigned debts and ſums of money, as alſo the ſeveral ſums of one hundred and twenty pounds, and eighty-ſeven pounds nineteen ſhillings and three-pence, ſecured to the ſaid truſtee-creditors by the bonds of the ſaid *M. H.* as aforeſaid, as likewiſe the monies to ariſe by ſale of the ſaid plate, houſhold goods and furniture, at the end of the ſaid two years, when and as the ſaid ſeveral ſums of money ſhall be paid to, or be by them the ſaid truſtee-creditors got in and received; (Subject nevertheleſs to the ſaid truſtee-creditors paying out of the ſaid monies to the ſaid *M. H.* in the firſt place the ſaid ſum of —— pounds for the purpoſe aforeſaid, and in the next place to their deducting and retaining out of the ſaid monies ſo to be by them received as aforeſaid, all ſuch coſts, charges, expences and damages, as they, any or either of them ſhall neceſſarily pay, expend, ſuſtain or be put unto, as well touching the ſale of the ſaid ſeveral premiſes, as alſo for the recovering and receiving of the ſaid hereby aſſigned debts and monies, as likewiſe of all charges and expences whatſoever, touching or concerning the preparing and making this preſent aſſignment or conveyance of the ſaid premiſes, and which they the ſaid truſtee-creditors are hereby enabled and empowered, in the firſt place, to deduct and retain out of the ſaid money, before ſuch depoſiting thereof, as aforeſaid:) And it is hereby agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents, is, that all and ſingular the ſaid ſeveral ſums of money ſo to be depoſited in the hands of the ſaid Mr. *A. D.* as aforeſaid, ſhall be paid and applied by the ſaid truſtee-creditors, (Subject nevertheleſs, in manner as aforeſaid) to, for and upon the ſeveral truſts, intents and purpoſes, herein after mentioned, expreſſed and declared, of and concerning the ſame, that is to to ſay, Upon Truſt that they the ſaid truſtee-creditors ſhall and do, in the firſt place, thereout pay to them the ſaid *S. B.* and —— the ſaid ſeveral principal ſums of five hundred pounds and one hundred pounds, ſo ſecured to them reſpectively by bond, as aforeſaid, together with all intereſt monies now due and to grow due for the ſame; And from and after payment thereof, and ſubject thereunto, then as to the reſidue of the ſaid monies ſo to be depoſited in the hands of the ſaid *A. D.* in manner as aforeſaid, the ſame ſhall remain in his hands until ſuch time as a dividend ſhall be made thereof, to the ſaid *S. B.* and ——, and the ſaid other creditors, parties hereto, for payment of their debts by ſimple contract, in ſuch proportions and manner as herein after is mentioned and expreſſed of and concerning the ſame; And in regard that the herein before recited and mentioned mutual running accounts now pending between the ſaid *M. H.* as executrix of the ſaid *W. H.* and ſeveral of the creditors of the ſaid *W. H.* parties hereto, have not as yet been adjuſted and ſettled; therefore It is hereby agreed and declared by and between all and every the ſaid parties to theſe preſents, that all and every the ſaid running accounts ſo now pending, as aforeſaid, ſhall within the ſpace of —— now next

Declaration of the truſts of the premiſes aſſigned.

1. Upon truſt to ſell the equity of redemption.

And houſhold goods, unleſs the widow purchaſes them.

Agreement, truſtee-creditors receipts ſhall be good.

2. After ſale, the money to be depoſited with a banker, and the debts received, &c.

Subject, &c.

3. To pay the bond-creditors,

and ſimple contract debtors in proportion, &c.

Running accounts unſettled to be ſettled.

next enſuing be finally adjuſted, ſettled and determined by the ſaid *M. H.* as the ſaid *S. M.* or ſome other perſon on her behalf, and by one or more of the ſaid creditors executing theſe preſents, who ſhall not be concerned in ſuch running account, and who ſhall be choſen by the major part of the ſaid other creditors, parties hereto; **And further,** that upon the adjuſting and ſettling of every ſuch account, the balance thereof then appearing due to every ſuch mutual creditors ſo accounting with the ſaid *M. H.* ſhall be paid to them reſpectively with the ſaid other creditors, in proportion to their ſeveral debts by ſimple contract, out of the reſidue of the ſaid monies ſo to be paid and depoſited in the hands of the ſaid *A. D.* as aforeſaid, in ſuch manner as herein after is mentioned and expreſſed: **And it is hereby further agreed and declared** by and between all and every the ſaid creditors, parties to and executing theſe preſents, that in caſe any of the creditors of the ſaid *W. H.* who ſhall not execute theſe preſents, and accept of the aſſignment hereby made of the ſaid *M. H.* of the ſaid monies and premiſes for their benefit and of the ſaid other creditors, and that if any ſuch other creditor, not executing hereof, ſhall claim and bring any action, either againſt the ſaid *M. H.* or the ſaid truſtee-creditors, within the ſpace of ——— now next enſuing, for any debt or ſum of money whatſoever, which ſhall be juſtly due to the him, her or them, then and in ſuch caſe, (but not otherwiſe) they the ſaid truſtee-creditors, or the major part of them, ſhall have full power, and they are hereby enabled and impowered to pay all and every ſuch debts, ſo juſtly due to ſuch creditor or creditors ſo claiming or commencing ſuch action for the ſame, as aforeſaid, out of the ſaid truſt-monies ſo to be depoſited in the hands of the ſaid *A. D.* as aforeſaid; **It being hereby expreſsly agreed,** intended and declared by all the ſaid creditors, parties to and executing theſe preſents, that the ſaid *M. H.* ſhall from thenceforth be exempted and diſcharged of and from all and every ſuch debt and debts, and that ſhe or her executors or adminiſtrators, or her or their eſtates, ſhall not be ſubject or liable to pay the ſame; and that all and every ſuch debt or debts ſo claimed by any other creditor or creditors not executing theſe preſents, ſhall be by the ſaid truſtee-creditors paid in manner as aforeſaid, by and out of the truſt-monies ſo intended to be veſted in them for the purpoſes aforeſaid; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And it is hereby further expreſſed, agreed and declared** by and between all and every the ſaid creditors, parties to and executing theſe preſents, and their true intent and meaning is, that all and every the ſaid ſums of money ſo to be depoſited in the hands of the ſaid *A. D.* in truſt as aforeſaid, (ſubject nevertheleſs to the payment of the ſaid ſum of ——— to the ſaid *M. H.* for the purpoſe aforeſaid, and alſo to the payment of the ſaid principal ſums of five hundred pounds, and one hundred pounds, with the intereſt thereof, ſo ſecured to the ſaid *S. B.* and ——— as aforeſaid, and alſo to a deduction thereout to the ſaid truſtee-creditors, of all their charges, expences and damages, touching the execution and performances of the ſeveral truſts hereby veſted in them, in manner as aforeſaid, and alſo of all ſuch debts as ſhall be juſtly due and actually paid by the ſaid truſtee-creditors to ſuch other creditors ſo claiming or bringing ſuch action for the ſame as aforeſaid) ſhall be paid and retained by them the ſaid truſtee-creditors to themſelves and to all and every the ſaid other creditors, parties to and executing theſe preſents, at ſuch time or times as they the ſame creditors, or the major part of them, ſhall for that purpoſe mutually agree and appoint, and that the ſame ſhall be paid to them reſpectively in full of their ſeveral debts, as upon their ſeveral oaths ſhall then appear to be reſpectively due to them upon ſimple contract, in caſe the ſame ſhall be ſufficient for that purpoſe, but in caſe the ſame ſhall not be ſufficient for ſo doing, then and in ſuch caſe the ſame ſhall be paid to them the ſaid creditors executing theſe preſents, in equal proportions, rateably and proportionably, according to the quantity of their ſeveral and reſpective debts upon ſimple contract, which upon their ſeveral oaths ſhall appear to be due and owing to them reſpectively, as far as the ſame will extend to pay and ſatisfy; **And** in caſe it ſhould happen, that after payment of the ſaid creditors executing theſe preſents, out of the ſaid depoſited truſt-monies, their full and reſpective debts, there ſhall be any ſurplus of the ſaid monies ſo to be depoſited as aforeſaid, then and in ſuch caſe the ſaid ſurplus-monies ſhall be by them the ſaid truſtee-creditors paid to and for the only uſe and benefit of the ſaid *M. H.* her executors, adminiſtrators and aſſigns, and to, for and upon no other truſt, uſe, intent or purpoſe whatſoever **And** each of them the ſaid truſtee-creditors, the ſaid *S. B. J. C.* and *W. T.* for themſelves, and for their ſeveral and reſpective executors and adminiſtrators, do hereby covenant, promiſe and agree, to and with each and every of them the ſaid other creditors of the ſaid *W. H.* executing theſe preſents, their reſpective executors, adminiſtrators and aſſigns, that they the ſaid truſtee-creditors, ſome or one of them, ſhall and will upon receipt of the ſaid money ariſing by ſale of the ſaid reſpective hereby aſſigned premiſes, when and as the ſame ſhall be to them, or any of them, ſo paid as aforeſaid, immediately after receipt whereof, depoſit and pay into the hands of the ſaid *A. D.* and that the ſaid truſtee-creditors (after ſuch deduction and retaining thereout, in manner as aforeſaid) ſhall and will well and truly pay all the reſidue of the ſaid truſt-monies, in ſuch manner, and according to the true intent and meaning of the ſeveral truſts herein before mentioned, expreſſed and declared, of and concerning the ſame. **Provided always,** and it is hereby mutually agreed and declared by and between all and every the ſaid creditors executing theſe preſents, and their true intent and meaning is, that no one of the ſame creditors ſhall be intitled to receive any part of the ſaid depoſit truſt-money, until ſuch time as every ſuch creditor ſhall firſt have made an affidavit, or an affirmation, before one of the Maſters of the High Court of Chancery, that his debt upon ſimple contract is then juſtly due and owing, and ſhall then produce and deliver ſuch affidavit to one of the ſaid three truſtee-creditors to be nominated by the major part of the ſaid other creditors executing theſe preſents; any thing herein before contained to the contrary thereof notwithſtanding. **Provided alſo, and laſtly it is hereby further agreed, intended and declared** by and between all the ſaid creditors, parties to and executing theſe preſents, and the true intent and meaning of them and of theſe preſents is, that it ſhall and may be lawful for them the ſaid truſtee-creditors, the ſaid *S. B. J. C.* and *W. T.* in the firſt place, to deduct and retain out of the ſaid truſt-monies and premiſes ſo intended to be hereby veſted in them as aforeſaid, all ſuch coſts, charges, damages and expences, as they, any or either of them ſhall neceſſarily and actually pay, expend, ſuſtain or be put unto in the execution or management of the ſeveral truſts hereby in them repoſed; **And** that they the ſaid truſtee-creditors, or any of them, ſhall not be anſwerable for any more of the ſaid truſt-monies than what ſhall be by them actually received or come to their hands by virtue of the truſts aforeſaid, nor for any loſs on account of ſuch depoſiting the ſame upon the truſts aforeſaid; **And** that neither of the ſaid truſtees ſhall be any ways chargeable with, accountable or anſwerable for the act, deed, receipt, payment,

Balance to be paid.

Agreement that if ſome of the creditors do not accept of the ſaid aſſignment, &c. or bring actions, &c. the truſtee-creditors to pay them;

the widow being diſcharged therefrom.

Monies depoſited with the Banker (after deductions,)

ſhall be paid to the creditors executing hereof, in full of their debts.

The ſurplus (if any) to be paid to the widow.

Truſtee-creditors covenant to pay monies into the banker's hands,

and after deductions pay ſame as aforeſaid.

All the creditors covenant that none of them ſhall receive their debts till affidavit thereof made.

The truſtee-creditors to deduct their expences. and ſhall not be anſwerable for more than they receive, &c. nor for each other.

payment, neglect or default of the other of them, but each for his own acts, receipts and defaults only; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

*(Wilbraham.)*

*An Aſſignment of ſeveral Extents and Inquiſitions thereon found by the King's Receiver General to the Creditors of one of the Cognizors, on the other Cognizor's paying the whole Money to keep them on Foot againſt the former Cognizor, he being abſconded.*

Recital of an inquiſition taken on an extent.

THIS Indenture Tripartite, made, &c. Between *G. H.* of, &c. of the firſt part, Sir *J. T.* of, &c. Knight, and *J. M.* of, &c. Merchant, of the ſecond part, and *A. B.* of, &c. of the third part. Whereas by an inquiſition taken at Guildhall, London, the, &c. laſt paſt, by virtue of his Majeſty's writ of extent, dated the ſame day, the ſaid *J. M.* and one *W. N.* of, &c. are reſpectively found indebted to the ſaid *G. H.* as his Majeſty's Receiver General for the ſaid county of S. for the aid granted to his Majeſty the ——— years of his reign, by an act of parliament, intitled, &c. in the ſum of ſeven hundred and twenty pounds for the like ſum received by the ſaid *J. M.* and *W. N.* for the uſe of the ſaid *G. H.* and is found to be received by him the ſaid *G. H.* for the uſe of our Sovereign Lord the King out of the aid aforeſaid; and by the ſame inquiſition the ſaid Sir *J. T.* is found indebted to *C. S.* of, &c. in truſt for the uſe of the ſaid *G. H.* as Receiver General aforeſaid, in the ſeveral ſums of, &c. for the like ſums of money received by the ſaid *G. H.* for the uſe of our Sovereign Lord the King: And whereas ſince the ſaid inquiſition, the ſaid ſeveral ſums thereby found are ordered to be

Extent awarded.

ſeiſed into his Majeſty's hands, and an immediate extent hath been awarded againſt the ſaid *W. N.* and

Scire facias and proceedings thereon.

a writ or writs of *ſcire facias* have been awarded againſt the ſaid Sir *J. T.* and *J. M.* to ſhew cauſe why his Majeſty ſhould not have execution againſt them reſpectively for the recovery of the ſums found againſt them; and they the ſaid Sir *J. T.* and *J. M.* have appeared and pleaded thereto, as by the ſaid extents,

What due in the whole to the Receiver General.

inquiſitions and other proceedings thereon, relation, &c. And whereas there was no more due to the ſaid *G. H.* than ſeven hundred and twenty pounds in the whole, and the ſaid debt was contracted and became due upon account of certain bills of exchange drawn by the ſaid *W. N.* upon the ſaid Sir *J. T.* and indorſed and negociated by the ſaid *J. M.* at the requeſt of the ſaid *W. N.* for the proper debt and account of them the ſaid Sir *J. T.* and *W. N.* and the ſaid *W. N.* having abſconded himſelf, &c.

Sir J T. paid the money due on extent.

the ſaid Sir *J. T.* before the ſealing and delivery of theſe preſents hath paid to the ſaid *G. H.* the ſaid ſum of ſeven hundred and twenty pounds, and alſo the ſum of ——— for the coſts and charges in

Agreement to aſſign extent to be made uſe of againſt W. N.

proſecuting the ſaid extent: And whereas it was and is agreed, that the ſaid extents, and the benefit and advantage thereof, ſhould be aſſigned over unto the ſaid *A. B.* &c. for obtaining his Majeſty's aid thereupon, to be proſecuted and made uſe of againſt the ſaid *W. N.* for and towards payment of ſuch debts as are due and owing by the ſaid *W. N.* to the ſaid *A. B.* &c. other creditors, (which were contracted by the ſaid *W. N.* in negotiating bills of exchange, remitting of money, and in other tranſactions lately carried on by him the ſaid Sir *J. T.*) and his eſtate, as ſhall be thought neceſſary, but

Upon truſt that no execution ſhall iſſue againſt Sir T. J. and J. M.

upon this ſpecial truſt and confidence, that no execution, extent, attachment, *levari facias*, or other proceſs whatſoever, ſhall at any time hereafter, for and during the ſpace of one thouſand years from the date hereof to be accounted, be ſued out, proſecuted, awarded, executed, levied or made uſe of againſt the ſaid Sir *J. T.* and *J. M.* or either of them, their or either of their heirs, executors or adminiſtrators, or his, their or either of their goods and chattels, lands, tenements or hereditaments, or whereof or wherein they or either of them are now, ever were, or at any time hereafter ſhall be ſeiſed,

Conſideration.

poſſeſſed, intereſted and intitled by any ways or means, right or title whatſoever: Now this Indenture witneſſeth, that for and in conſideration of the ſum of ſeven hundred and eighty pounds of, &c.

Aſſignment.

to him the ſaid *G. H.* in hand, &c. the receipt, &c. he the ſaid *G. H.* hath granted, bargained, ſold, transferred, aſſigned and ſet over, and by, &c. doth fully, &c. grant, &c. unto the ſaid *A. B.* &c. their executors, adminiſtrators and aſſigns, The ſaid ſeveral extents and inquiſitions, and all and every the ſum and ſums of money thereon due or to become due, and all the right, title, intereſt, benefit of his Majeſty's aid, profit, advantage, claim and demand whatſoever of him the ſaid *G. H.* of, in and to the ſame, or any and every part thereof; To have, hold, receive, perceive and enjoy the ſaid ſeveral extents, and all and every the ſum and ſums of money thereon due or to become due, and every part thereof, unto them the ſaid *A. B.* &c. their executors, adminiſtrators and aſſigns, as their own proper

Letters of attorney.

right and title for ever; And the ſaid *G. H.* doth by theſe preſents nominate, &c. the ſaid *A. B.* &c. as his true and lawful attornies, in his name, or in the name of his Majeſty or otherwiſe, as ſhall be judged neceſſary, to require, recover, aſk and demand the ſaid ſeveral ſums of money in the ſaid inquiſitions or extents mentioned, of and from the ſaid *W. N.* his heirs, &c. and to ſue forth and proſecute any

Covenants.

writ or writs, extents, executions or other proceſs, or otherwiſe proceed upon the ſaid inquiſitions or extents againſt the ſaid *W. N.* his, &c. or his or their lands or tenements, goods or chattels, and to diſcharge, releaſe or vacate ſuch extents and inquiſitions, or any proceedings thereon, as fully and effectually

The extents in force, and ſhall not receive the money nor revoke, &c.

as he the ſaid *G. H.* might or could do if theſe preſents had never been had or made; And, &c. that the ſaid extents and inquiſitions are now in full force and effect unvacated, unſatisfied and undiſcharged; and that the ſaid *G. H.* his, &c. ſhall not, nor will at any time hereafter receive or take all or any part of the monies due or to become due, upon or by virtue of the ſaid inquiſitions or extents, or either of them, or vacate, annul, diſcharge, revoke, ſtop, ſuperſede or make void the ſaid extents or inquiſitions,

Proceedings.

or any proceedings that ſhall be had, made or taken thereupon, without the conſent of the ſaid *A. B.* &c. their, &c. in writing, &c. And that he the ſaid *G. H.* his executors and adminiſtrators, ſhall and will from time, &c. at the requeſt, &c. do, &c. for the further ratifying and confirming of theſe preſents, and for the maintaining, juſtifying and ſupporting all lawful and regular proceedings, that ſhall at any time hereafter be had, made or taken upon the ſaid inquiſitions and extents, or either of them, by virtue of theſe preſents. Provided always, and it is hereby covenanted, concluded and agreed by and between all, &c. and the true intent, &c. and the ſaid *A. B.* &c. for themſelves, &c. do by, &c. covenant,

venant, &c. to and with the ſaid Sir *J. T.* and *J. M.* jointly and ſeverally, and to and with their joint and ſeveral executors, &c. that no extent, execution, attachment, or other proceſs upon the ſaid inquiſitions or extents, or either of them, ſhall at any time hereafter, during the ſpace of one thouſand years from, &c. be ſued, &c. *(As in recital.)* In Witneſs, &c.

*(Wood.)*

*An Aſſignment of a Daughter's Part of the Reſiduum of her Father's real and perſonal Eſtate, made by her, with the Privity of her intended Huſband, to her Brother, who pays down her Portion.*

THIS Indenture Tripartite, made the 10th day of November, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Amy Allen*, of Bradden, in the county of Cambridge, Spinſter, daughter of *David Allen*, late of the ſame place, Eſquire, deceaſed, of the firſt part, *David Allen*, of London, Eſquire, brother of the ſaid *Amy Allen*, of the ſecond part, and *Edmund Ent*, of London, Merchant, of the third part. Whereas a marriage is intended, by the permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Edmund Ent* and the ſaid *Amy Allen*; And whereas the ſaid *David Allen*, the brother, in proſpect of the ſaid intended marriage, hath undertaken and ageed on or before the ſolemnization thereof, to pay and advance unto the ſaid *Edmund Ent* the ſum of ſix thouſand pounds of lawful money of Great Britain, in full for the marriage portion of the ſaid *Amy Allen*, and in conſideration thereof, ſhe the ſaid *Amy Allen* did at the ſame time undertake and agree to pay to him the ſaid *David Allen* her brother, the ſum of three thouſand pounds of like money, by her lately had and received of and from *Flavia Allen*, widow, her mother, as and for the conſideration-money for the purchaſe of certain meſſuages or other tenements, lands and hereditaments in or near Bradden aforeſaid, which have been lately granted and conveyed by her the ſaid *Amy Allen*, with the privity of the ſaid *Edmund Ent*, unto and to the uſe of the ſaid *Flavia Allen*, her heirs and aſſigns; *And alſo* to pay to him the ſaid *David Allen*, the brother, the further ſum of nine hundred pounds, ariſing from the ſale of her capital ſtock in the India company, and other her own proper monies; *And alſo* to aſſign to him the ſaid *David Allen* her part or ſhare in an annuity of ſeventy pounds *per annum*, granted by the Maſter and Wardens and Commonalty of the Art or Myſtery of Salters, of London, to ſeveral perſons during the lives of their reſpective nominees, with the benefit of ſurvivorſhip, by an inſtrument bearing date the 4th of July 17—, and which hath been accordingly aſſigned by indorſement thereon, bearing even date with theſe preſents; *And alſo* to grant, aſſign and transfer unto him the ſaid *David Allen*, all the part, ſhare and intereſt of her the ſaid *Amy Allen*, of, into or out of the *reſiduum* of the real and perſonal eſtate of the ſaid *David Allen*, her late father, by virtue of his laſt will and teſtament, or the cuſtom of the city of London, whereof he was a freeman, or otherwiſe howſoever. And whereas the ſaid *Amy Allen*, in purſuance and part of performance of her ſaid recited agreement, hath on the day of the date hereof, paid unto him the ſaid *David Allen*, her brother, the ſaid two ſeveral ſums of three thouſand pounds and nine hundred pounds (the receipt and payment of which ſaid two ſeveral ſums of three thouſand pounds and nine hundred pounds, he the ſaid *David Allen*, the brother, doth hereby accordingly acknowledge.) Now this Indenture witneſſeth, That in further purſuance and full performance of the ſaid recited agreement on the part of the ſaid *Amy Allen* to be done and performed, and for and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to her in hand paid by the ſaid *David Allen*, her brother, at or before the ſealing and delivery of theſe preſents, (the receipt whereof ſhe doth hereby acknowledge) She the ſaid *Amy Allen* hath granted, aſſigned, tranſferred and ſet over, and by theſe preſents Doth grant, aſſign, transfer and ſet over unto the ſaid *David Allen*, her brother, his heirs, executors, adminiſtrators and aſſigns reſpectively, All and every the part, purparty, ſhare, right, title, intereſt, claim and demand whatſoever both in law and equity of her the ſaid *Amy Allen*, of, into or out of the *reſiduum* of the real and perſonal eſtate late of the ſaid *David Allen*, deceaſed, or any part thereof, by force or virtue of his ſaid laſt will and teſtament, or of the ſaid cuſtom of the ſaid city of London, or otherwiſe howſoever; To have, hold, receive, perceive, take and enjoy the ſame, and every part thereof, And all the benefit thereof, unto him the ſaid *David Allen*, her brother, his heirs, executors, adminiſtrators and aſſigns reſpectively, as his or their own proper eſtate, goods and chattels for ever, Together with full power, licence and authority, to aſk, demand, ſue for, recover and receive the ſame, to and for his and their own uſe and benefit. And the ſaid *Amy Allen* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Allen*, her brother, his heirs, executors, adminiſtrators and aſſigns in manner following; *(that is to ſay)* that ſhe the ſaid *Amy Allen* hath not at any time heretofore done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by means whereof the hereby granted and aſſigned premiſes, or any part thereof is, are, ſhall or may be impeached or incumbered in any wiſe howſoever; And that ſhe the ſaid *Amy Allen*, her heirs, executors and adminiſtrators, ſhall and will at any time or times hereafter, upon the requeſt, and at the coſt and charges of the ſaid *David Allen*, her brother, his heirs, executors or adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any further lawful and reaſonable act, deed or thing, for the better granting and aſſigning the ſaid premiſes, and all the benefit thereof unto him the ſaid *David Allen*, his heirs, executors, adminiſtrators and aſſigns reſpectively, to and for his and their own uſe and benefit. In Witneſs, &c.

*(Horſeman.)*

The parties.

An intended marriage recited.

And that the lady's brother has agreed to pay a certain ſum for her portion, and ſhe undertook to pay him two leſſer ſums,

and to aſſign to him her ſhare in an annuity,

and her part of the reſiduum of her father's eſtate,

and that ſhe has paid him the two ſums of money.

She aſſigns to him her ſhare of the reſiduum of her father's eſtate.

Habendum.

Covenants that ſhe hath not done any thing to incumber,

and that ſhe will make further aſſurances.

*An*

*An Aſſignment of Articles of Clerkſhip.*

THIS Indenture Tripartite, made the, &c. Between *E. S.* of, &c. of the firſt part, *J. S.* (Nephew of the ſaid *E. S.*) of the ſecond part, and *P. P.* of the third part. Whereas, &c. *(Recital of articles of clerkſhip*, ſee Tit. Recitals:) Now this indenture witneſſeth, that in conſideration the ſaid *P. P.* hath agreed from the date hereof to find and provide the ſaid *J. S.* with competent and ſufficient meat, drink, waſhing and lodging during the now reſidue of the ſaid term of five years, and alſo to pay him the ſaid *J. S.* the yearly ſum of ten pounds *per annum* during the laſt three years of the ſaid term of five years; and likewiſe at the end of the ſaid term to uſe his endeavours to get the ſaid *J. S.* admitted an attorney in ſuch manner as herein after expreſſed he the ſaid *E. S.* (at the requeſt, and by and with the conſent and approbation of the ſaid *J. S.* teſtified by his being a party to and executing hereof) Hath, and by theſe preſents (as much as in him lies) Doth freely, clearly and abſolutely aſſign, transfer and ſet over unto the ſaid *P. P.* his executors and aſſigns, As well the ſaid recited articles, and all benefit whatſoever to be had or made thereof; As alſo all the right, intereſt, property, profit, advantage, claim and demand whatſoever or howſoever to ariſe, or be had or made to him the ſaid *E. S.* from henceforth, of the ſervice of him the ſaid *J. S.* during the now reſidue of the ſaid term of five years, by force, virtue or means of the ſaid recited articles, or otherwiſe howſoever.

Covenant to inſtruct.

And he the ſaid *P. P.* for himſelf, &c. doth hereby covenant, &c. to and with the ſaid *E. S.* his, &c. by theſe preſents in manner as follows, *viz.* That he the ſaid *P. P.* ſhall and will, at all times during the reſidue of the ſaid five years, in the beſt manner he can, inſtruct and inform the ſaid *J. S.* as his clerk, in the buſineſs or practice of an attorney in his Majeſty's Courts of K. B. and C. P. and alſo as a ſolicitor in the Court of Chancery and all other courts which he the ſaid *P. P.* now or ſhall uſe and practiſe in during the reſidue of the ſaid term, and in all the manner, method and reaſons of doing the ſame;

Covenant to find victuals, &c.

and alſo that he the ſaid *P. P.* his executors or aſſigns, ſhall and will, from the day of the date hereof, at his and their charge, find, allow and provide the ſaid *J. S.* competent and ſufficient meat, drink, waſhing and lodging, during all the now reſidue of the ſaid term of five years, and thereof and therefrom ſave, keep harmleſs and indemnified the ſaid *E. S.* his executors and adminiſtrators; And that he the ſaid *P. P.* his executors or aſſigns, ſhall and will well and truly pay to the ſaid *J. S.* during the laſt three years of the ſaid term of five years, the yearly ſum of ten pounds clear of all deductions whatſoever, for and towards his expences, and for finding him with cloaths and other neceſſaries; the ſame to be paid to him on the firſt day of every Hilary Term, Eaſter Term, Trinity Term and Michaelmas Term, by four equal portions; the firſt of which payments being fifty ſhillings, to begin and be made on the firſt day of Hilary Term now next enſuing. And laſtly, each of them the ſaid *E. S.* and *P. P.* do hereby covenant with the ſaid *J. S.* that they the ſaid *E. S.* and *P. P.* at the requeſt and charge of the ſaid *J. S.* at any time after the expiration of the ſaid term of five years, ſhall and will make ſeveral affidavits of the reſpective times of ſervice of him the ſaid *J. S.* with them the ſaid *E. S.* and *P. P.* and alſo do any other lawful act for the getting him the ſaid *J. S.* to be admitted as an attorney either in his Majeſty's Courts of K. B. or C. P. at Weſtminſter, as ſhall be adjudged needful and requiſite for that purpoſe. In Witneſs, &c.

*(Wood.)*

*An Aſſignment of Articles of Clerkſhip by Indorſement.*

WE the within named parties having, and by theſe preſents (by mutual conſent) agree to vacate the within written contract, I the within named *R. B.* at the requeſt, and by and with the approbation of the within named *P. J.* and *F. J.* his ſon, teſtified by their being parties hereto, and ſealing and executing of theſe preſents, Do (in purſuance of an Act of Parliament made in the ſecond year of his preſent Majeſty's reign, intitled, An Act for the better Regulation of Attornies and Solicitors) aſſign and turn over the ſaid *F. J.* to *R. F.* of Serjeants-Inn, London, Gentleman, to ſerve him as his Clerk, under the conditions within mentioned, for the remainder of the within mentioned term of five years: And I the ſaid *R. F.* being one of the attornies of his Majeſty's Court of Common Pleas, duly ſworn, admitted and enrolled, Do by theſe preſents, in conſideration of the ſum of ſixty-five pounds in hand paid to me by the ſaid *R. B.* (the receipt whereof I do hereby acknowledge, and thereof and therefrom him and his heirs acquit, releaſe and diſcharge by theſe preſents) accept, take and receive him the within named *F. J.* to continue and be with me as my clerk during the remainder of the within mentioned term of five years, and under the conditions in the within written articles mentioned; And in conſideration of the above premiſes, we the within named *R. B. P. J.* and *F. J.* do hereby jointly and ſeverally for ourſelves, and our ſeveral executors, adminiſtrators and aſſigns, mutually releaſe and diſcharge each other, our executors and adminiſtrators, of and from the within articles, and of and from the performance thereof, and of all and every the covenants therein contained. In Witneſs, &c.

Aſſignment of clerkſhip.

Acceptance of the Clerk.

Releaſe of the old articles, and the covenants therein.

*Aſſignment of a Trade, and the Benefit of the Service of Apprentices.*

**Articles, &c.** Between *J. M.* Citizen and Coach-maker and Coach-harneſs-maker of London, of the one Part, and *R. E.* alſo Citizen and Coach-maker and Coach-harneſs-maker of London, of the other Part, in Manner as follows, *viz.*

Recitals. As to J. M.'s carrying on his trade, and being mindful to leave it off.

**WHEREAS** the ſaid *J. M.* hath for ſome time paſt uſed, exerciſed, followed and carried on the trade or buſineſs of a Coach-maker and Coach-harneſs-maker in the meſſuage or tenement wherein he the ſaid *J. M.* now dwells or lately dwelt, ſituate, *&c.* **And whereas** the ſaid *J. M.* being minded intirely to leave off his ſaid trade and buſineſs, the ſaid *R. E.* for the conſideration herein after mentioned, is to have and enjoy the ſame to his own uſe and benefit: **Now theſe Preſents witneſs,** that for and in conſideration of the ſum of one thouſand pounds of, *&c.* (as and for a full premium or conſideration to him the ſaid *J. M.* for the relinquiſhing and leaving off ſuch his trade or buſineſs to him the ſaid *R. E.*) in hand well and truly paid to the ſaid *J. M.* by the ſaid *R. E.* at, *&c.* the receipt, *&c.* and alſo in conſideration that the ſaid *R. E.* hath bought of the ſaid *J. M.* the coaches, chariots, harneſs, timber, implements of houſhold and ſeveral other goods, materials and things, particularly mentioned in a ſchedule or inventory annexed to a bill or ſale, bearing even date therewith, and which have been appraiſed by two indifferent perſons, whereof each of the parties hereto did chuſe one, and for which the ſaid *R. E.* hath well and truly paid unto the ſaid *J. M.* the full ſum of one hundred and eighty-five pounds nine ſhillings of like money, the receipt, *&c.* and alſo in conſideration that he the ſaid *R. E.* hath taken a leaſe from the ſaid *J. M.* of the ſaid meſſuages or tenement for the term of thirty-nine years, at the yearly rent of fifty-five pounds, he the ſaid *J. M.* **hath**, and by theſe preſents **Doth**, as much as in him lies, or he may or can do, relinguiſh and quit-claim unto him the ſaid *R. E.* his executors and adminiſtrators, **All** his intereſt, profit and advantage whatſoever to be by him from henceforth had, made or obtained by virtue of the ſaid trade, or of any of the cuſtomers now belonging thereto; **And alſo all** the benefit of the ſervices of all and every ſuch perſon or perſons, as now are or which ſhall be the apprentices of him the ſaid *J. M.* for and during ſuch term as every ſuch reſpective apprentice by his indenture of apprenticeſhip, is obliged to ſerve; he the ſaid *R. E.* during ſuch ſervice, finding them with meat, drink, waſhing and lodging. **Provided always,** and it is the true intent and meaning of theſe preſents, and of the parties hereunto, that the ſaid *J. M.* is to have, receive and keep to his own proper uſe, all and every ſuch ſum and ſums of money as hath been or ſhall be paid unto him the ſaid *J. M.* with any apprentice or apprentices that the ſaid *J. M.* hath now or ſhall hereafter take, **Provided alſo,** that in caſe any ſuch apprentice or apprentices ſhall before the expiration of their time quit or deſert the ſervice of the ſaid *R. E.* or miſdemean themſelves therein, the ſaid *J. M.* is in no ſort to be anſwerable for the ſame, but only the ſaid *J. M.* at the proper coſts of the ſaid *R. E.* ſhall and will attend in his own proper perſon before the Chamberlain of London with ſuch reſpective indentures of apprenticeſhip, at any time to appear againſt any ſuch apprentice or apprentices. **And alſo** he the ſaid *J. M.* for the conſiderations aforeſaid, doth for himſelf, his executors and adminiſtrators, and for every of them, covenant, promiſe and agree, to and with the ſaid *R. E.* his executors and adminiſtrators, by theſe preſents, in manner, *&c.* that he the ſaid *J. M.* ſhall not nor will at any time from henceforth during the term or ſpace of —— years now next enſuing, either by himſelf, or for, by or with any other perſon or perſons whatſoever in truſt for him, or to or for his uſe, benefit or advantage, take any houſe, ſhop, or other place whatſoever within the Cities of London and Weſtminſter, or in any place within the Bills of Mortality, wherein or whereby to ſet up, exerciſe, or in any ſort or manner of wiſe howſoever to uſe or follow the ſaid trade, buſineſs or employment of a Coach-maker or Coach-harneſs-maker, unleſs it be by and with the conſent of him the ſaid *R. E.* his executors, adminiſtrators and aſſigns, (ſuch conſent to be in writing, under his or their hands;) **And alſo** that it ſhall and may be lawful to and for him the ſaid *R. E.* his, *&c.* at all times from henceforth, as well to have and take to and for his and their own uſe and benefit, all the profit, proceed, gain and advantage that ſhall or may ariſe, or be had or made by virtue or means of any of the cuſtomers now or any time hereafter belonging to him the ſaid *J. M.* or the ſhop of the ſaid meſſuage, or to the ſaid trade thereof; as alſo all benefit, profit and advantage whatſoever, to be had or made by virtue of the ſervices of the ſaid ſeveral now apprentices of the ſaid *J. M.* during the time of their reſpective apprenticeſhips as aforeſaid, without paying, rendering or giving any account for the ſame unto the ſaid *J. M.* his, *&c.* and that in as full and ample manner as he the ſaid *J. M.* could or might have enjoyed the ſame in caſe theſe preſents had not been made; **And further alſo,** that he the ſaid *J. M.* ſhall and will at all times from henceforth during the ſpace of one year, to the utmoſt of his power, promote and encourage all the now preſent or late cuſtomers of him the ſaid *J. M.* to become and be the cuſtomers of him the ſaid *R. E.* in his ſaid trade of a Coach-maker and Coach-harneſs-maker, and alſo endeavour to procure and obtain that all and every ſuch cuſtomers of him the ſaid *J. M.* ſhall from henceforth remain, continue and be the cuſtomers of him the ſaid *R. E.* **And further alſo,** that he the ſaid *J. M.* during the ſpace of thirty years, ſhall not by himſelf, or by or with any others, do or cauſe to be done any wilful act, matter or thing whatſoever, whereby to diſoblige, hinder or deprive him the ſaid *R. E.* of any ſuch cuſtomer or cuſtomers which now do, or which ſhall or may at any time hereafter come or belong to the ſaid ſhop of trade, or whereby to obſtruct or prejudice him the ſaid *R. E.* in his ſaid trade or buſineſs of a Coach-maker and Coach-harneſs-maker, (except that it ſhall and may be lawful for the ſaid *J. M.* at any time to ſue for any debt due to him from ſuch cuſtomer or cuſtomers:) **And** for the more effectual eſtabliſhing and confirming him the ſaid *R. E.* in the ſaid trade and buſineſs in the meſſuage or tenement aforeſaid. **It is hereby mutually declared and agreed** by and between the ſaid parties to theſe preſents, for themſelves, their executors and adminiſtrators, that to the intent the ſaid trade may be the better carried on for the benefit and advantage of him the ſaid *R. E.* it ſhall and may be lawful to and for the ſaid *R. E.* at any time during the term aforeſaid, to wait upon any ſuch cuſtomer or cuſtomers in the name of him the ſaid *J. M.* or as if he were ſent by him, or were his partner, as often as he ſhall find occaſion ſo to do; and that he the ſaid *J. M.* during the ſaid term of one year, at the requeſt of the ſaid *R. E.* ſhall and will, when and as

Conſideration, viz. Money paid for relinquiſhing the trade.

Goods, &c. ſold.

Leaſe granted. Relinquiſhment of trade.

Aſſignment of apprentices.

The aſſignor covenants not to keep a ſhop, &c. or carry on the trade within a certain diſtance.

That the aſſignee ſhall have the profits of the trade, &c.

That the aſſignor ſhall during one year promote cuſtomers;

and for 30 years ſhall not hinder any.

Agreement that the aſſignee may wait on cuſtomers in the name of the aſſignor, and that the aſſignor, if required, ſhall wait on them.

The aſſignor to have a room and the uſe of the kitchen.

often as occaſion ſhall be or require, go, come, or appear in his own proper perſon to any ſuch cuſtomer or cuſtomers, which now do, or which ſhall or may, at any time hereafter during the ſame term of one year, happen to come to the ſaid trade; For which purpoſe, and for the better conveniency of him the ſaid *J. M.* ſo to do, It hath been and is hereby further mutually agreed, that he the ſaid *J. M.* ſhall have the full and free liberty, uſe and benefit of enjoying the chamber or fore-garret of the ſaid meſſuage or tenement for himſelf and his wife to lodge and dwell in for the ſpace of ——— next enſuing the date hereof, together with the uſe of the kitchen there, without rendering or paying any rent for the ſame, together with free liberty of ingreſs, egreſs, regreſs, way and paſſage for him the ſaid *J. M.* his wife, ſervants and friends, at all ſeaſonable times, to reſort thereto during the ſame term, without any let or hinderance of the ſaid *R. E.* his executors, adminiſtrators or aſſigns.

Agreement to aſſign a policy.

And it is further agreed between the ſaid parties to theſe preſents, that the ſaid *J. M.* ſhall forthwith aſſign and ſet over unto the ſaid *R. E.* one inſtrument or policy of inſurance relating to the ſaid meſſuage or tenement wherein the ſaid *J. M.* now or late dwelled, and all benefit and advantage which may accrue to the ſaid *J. M.* thereby. In Witneſs, &c.

*Aſſignment of a Debt due from a Bankrupt, which Debt is proved before the Commiſſioners, but not yet received, with a Letter of Attorney and proper Covenants.*

Debts due from the bankrupt.

This Indenture, &c. Between *T. F.* of, *&c.* of the one part, and *T. U.* of, *&c.* of the other part. Whereas *F. G.* late of, *&c.* Merchant, deceaſed, (againſt whom a commiſſion of bankruptcy was iſſued forth and awarded) was at the time he became a bankrupt juſtly indebted unto the ſaid *T. F.* as executor to Dame *M. F.* deceaſed, and otherwiſe in the ſum of two thouſand three hundred and twenty-five pounds nineteen ſhillings and ſeven-pence, for which debt the ſaid *T. F.* came into the ſaid commiſſion of bankruptcy as a creditor of the ſaid *F. G.* and proved the ſame before the commiſſioners authorized by the ſaid commiſſion, but hath not as yet received any dividend of the ſaid bankrupt's eſtate: And whereas the ſaid *T. F.* hath come to an agreement with the ſaid *T. U.* to aſſign him the ſaid debt for the conſiderations herein after mentioned: Now this Indenture witneſſeth, that for and in conſideration of the ſum of eight hundred and ſeventy-two pounds five ſhillings of, *&c.* by the ſaid *T. U.* to the ſaid *T. F.* in hand paid by the ſaid *T. F.* hereby acknowledged, and himſelf to be therewithal ſatisfied and paid, He the ſaid *T. F.* Hath bargained, ſold, aſſigned and ſet over, and by, *&c.* Doth bargain, *&c.* unto the ſaid *T. U.* his executors, adminiſtrators and aſſigns, the ſaid debt or ſum of two thouſand three hundred and twenty-five pounds nineteen ſhillings and ſeven-pence, and all bonds or other ſecurities made or given for the ſame, together with all and every ſum and ſums of money, dividend or dividends, benefit or advantage whatſoever, which now hath or hereafter ſhall or may be made, or ariſe by virtue of any commiſſion of bankruptcy awarded or to be awarded againſt the ſaid *F. G.* or otherwiſe howſoever, for or in reſpect of the ſaid debt; To hold the ſame unto the ſaid *T. U.* his executors, adminiſtrators or aſſigns, as his and their own proper money and eſtate, without any account or ſatisfaction to be at any time hereafter awarded or given to the ſaid *T. F.* his executors, adminiſtrators or aſſigns, of, for, or concerning the ſame; And the ſaid *T. F.* doth hereby conſtitute and appoint the ſaid *T. U.* his executors, adminiſtrators and aſſigns, his lawful attorney and attornies, irrevocable, for and in the name of the ſaid *T. F.* but to and for the proper uſe and behoof of the ſaid *T. U.* his executors, adminiſtrators and aſſigns, to aſk, demand, ſue for, recover and receive the ſaid debt and money hereby aſſigned or mentioned to be hereby aſſigned, and alſo all ſuch dividends as already have been or hereafter ſhall be made of any part of the eſtate or effects of the ſaid *F. G.* by virtue of any commiſſion of bankruptcy for or in reſpect of the ſaid debt; and the ſaid *T. F.* doth hereby give and grant to his ſaid attorney and attornies his full and whole power and intereſt in and to the premiſes, and as well receipts, releaſes or other diſcharges for the ſaid debt, or any part thereof, in the name of the ſaid *T. F.* to make, ſeal and execute, as generally to do and perform all other lawful acts and things neceſſary, in order to the recovery, receipt, releaſe or diſcharge of the ſaid debt, or compounding or agreeing for the ſame, and that in as full and ample manner as if the ſaid *T. F.* were preſent and did the ſame perſonally; and whatſoever the ſaid *T. U.* his executors or adminiſtrators ſhall lawfully do or cauſe to be done in the premiſes, the ſaid *T. F.* doth hereby allow of, ratify and confirm. And the ſaid *T. F.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *T. U.* his, *&c.* in manner, *&c.* that the ſaid ſum of two thouſand three hundred and twenty-five pounds nineteen ſhillings and ſeven-pence is now juſtly due and owing to the ſaid *T. F.* as aforeſaid, and that he the ſaid *T. F.* his executors or adminiſtrators, ſhall not at any time hereafter revoke or make void theſe preſents, or releaſe or diſcharge the ſaid debt or any part thereof, without the licence, conſent or direction of the ſaid *T. U.* his, *&c.* in writing under his or their hands and ſeals firſt had or obtained, or do any act or thing whereby the ſaid *T. U.* his, *&c.* ſhall be hindered in the recovery or receipt of the ſame; But that the ſaid *T. F.* his, *&c.* ſhall at all times hereafter, at the requeſt, coſts and charges of the ſaid *T. U.* his executors, adminiſtrators or aſſigns, do, execute and perform ſuch further letters of attorney, aſſignment and other lawful acts and things for the enabling the ſaid *T. U.* his executors, adminiſtrators and aſſigns, to recover, receive, releaſe and diſcharge the ſaid debt, as by him and them ſhall be reaſonably deſired, ſo as the ſaid *T. F.* his, *&c.* ſhall not be obliged to go or travel from the place of his or their or any of their abode for the doing thereof; And the ſaid *T. U.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *T. F.* his, *&c.* by, *&c.* that he the ſaid *T. U.* his, *&c.* ſhall and will at all times hereafter well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *T. F.* his heirs, *&c.* and every of them, and his, their and every of their lands, tenements, goods and chattels, of, from and againſt all coſts, charges, damages and expences whatſoever, which ſhall or may, either in law or equity, be obtained, levied or recovered upon or againſt him, them or any of them, or which he or they ſhall or may ſuſtain, expend or be put unto, for or by reaſon of ſuing for the ſaid debt hereby mentioned to be aſſigned, or any thing relating thereunto (other than and except for the breach of the covenants of the ſaid *T. F.* herein contained, or any of them, if any ſuch ſhall be.) In Witneſs, &c.

Creditors proved the ſame before the commiſſioners, but has not received it.

Conſideration.

Aſſignment.

Letter of attorney.

Covenant, that the money is now due.

Not to releaſe.

Nor do any act, &c.

But to do any further act, &c.

Indemnification.

*Aſſignment*

*Aſſignment of the next Preſentation to a Benefice, for the Security of Money due upon a Bond.*

TO all, &c. *J. R.* of, *&c.* ſends greeting. **Whereas** *S. L.* of, *&c.* the true and undoubted patron of the rectory of W. and dioceſe of R. by writing under his hand and ſeal dated the, *&c. Hath* given, granted and aſſigned unto *G. R.* of, *&c. The* next preſentation, advowſon, patronage of the ſaid rectory of W. for one turn only, ſo ſoon and when the ſame ſhall happen next to become legally void, *With power* therein to nominate and preſent ſuch good and ſufficient Clerk as he ſhall think fit to chooſe, to be approved by the ordinary for the ſupply of the ſaid avoidance, when the ſaid ſhall happen, *Which* ſaid *G. R.* by writing or indorſement on the ſaid recited grant, under his hand and ſeal dated the, *&c.* hath declared the ſaid grant to be in truſt for the ſaid *J. R.* and hath aſſigned the ſame and next preſentation, advowſon or patronage of the ſaid rectory of W. thereby granted unto the ſaid *J. R.* to his own uſe, as by the ſaid recited grant and indorſement thereon, relation, *&c.* **Now theſe Preſents witneſs,** that for better ſecuring the payment of the ſum of ——— pounds and intereſt due and owing by the ſaid *J. R.* to *B. R. &c.* by obligation under his hand and ſeal, dated, *&c.* and of ——— pounds more, with intereſt, due and owing by the ſaid *J. B.* to the ſaid *B. R.* by one other bond under his hand and ſeal, bearing date with theſe preſents, and for other, *&c.* **He** the ſaid *J. R.* **Doth** hereby grant, aſſign and transfer unto the ſaid *B. R.* his, *&c.* to his and their own uſes; **The** ſaid recited gift or grant, and next preſentation, advowſon or patronage of the rectory of *W.* aforeſaid, thereby granted, and all his right, benefit, claim and demand in and to the ſame, free of all former grants, aſſignments, charges and incumbrances by him done. **Provided always nevertheleſs,** that if the ſaid *J. R.* his, *&c.* do truly pay, *&c.* unto the ſaid *B. R.* his, *&c.* the ſaid ſums of —— pounds and —— pounds on the, *&c.* with all intereſt due and then to be due for the ſame, according to the true meaning of the ſaid bonds, theſe preſents ſhall be void and of none effect: **And** the ſaid *J. R.* doth hereby covenant and agree with the ſaid *B. R.* his, *&c.* in caſe the ſaid ſeveral ſums and intereſt be not paid as aforeſaid, that then he and they may diſpoſe of the ſaid preſentation, advowſon or patronage, and out of the monies thereby ariſing, pay and reimburſe him and themſelves the ſaid monies and intereſt due and owing as aforeſaid, paying the ſaid *J. R.* the overplus, (if any be) which the ſaid *J. R.* in ſuch caſe doth impower him and them to do accordingly; **And** that he the ſaid *J. R.* will do any further act to confirm the ſame as ſhall be reaſonably adviſed and required. **In Witneſs,** &c.

*S. L.* the patron has granted the next preſentation to G. R.

who has declared the ſame to be in truſt for J. R. and aſſigned the ſame to him.

Conſideration.

Aſſignment.

Proviſo that if the aſſignor pays the aſſignee, this aſſignment to be void: But if the money be not paid, the aſſignee may diſpoſe of the preſentation, and reimburſe himſelf,

Further act.

*An Aſſignment of an Aſſignment of Debts to pay Creditors,* &c. *the firſt Aſſignee refuſing to act.*

**THIS Indenture Tripartite,** made, *&c.* **Between** *A.* of the firſt part, *B.* of the ſecond part, and *C.* of the third part. **Whereas** the ſaid *A.* on the date hereof doth juſtly owe and is indebted unto the ſeveral perſons his creditors, whoſe names and particular debt againſt every ſuch perſon's name are ſet forth in a ſchedule hereunder written, intitled, The firſt ſchedule: **And whereas** the ſaid *A.* by reaſon of loſſes and other misfortunes, is now obliged to abſcond from his trade and habitation, and is rendered incapable of paying each creditor their full reſpective debts: **And whereas** there is now juſtly due and owing to the ſaid *A.* from the ſeveral perſons, the reſpective debts or ſums of money ſet forth againſt every ſuch perſon's name, and which are mentioned in another ſchedule hereunder written, intitled, The ſecond Schedule; **Which** laſt mentioned debts ſo due to him the ſaid *A. Have* been by him aſſigned to the ſaid *B.* and his aſſigns, *In Truſt* and to the intent (when received) to be by him or them paid to the ſaid creditors of the ſaid *A.* proportionably, according to their reſpective debts, as far as the ſame will extend to pay and ſatisfy: **And whereas** the ſaid *B.* not having received any of the ſaid debts, and declining to act in the ſaid truſt, *Hath* agreed to relinquiſh the ſame, and to aſſign the ſame debts to the ſaid *C. Nevertheleſs upon the Truſts* and purpoſes, and in ſuch manner as herein after mentioned: **Now this Indenture witneſſeth,** That in performance of the ſaid agreement, and for five ſhillings of lawful money to the ſaid *B.* in hand paid by the ſaid *C.* at or before the executing hereof, and for other good conſiderations him thereunto eſpecially moving, **He** the ſaid *B.* **Hath,** and by theſe preſents **Doth** abſolutely renounce, relinquiſh and quit-claim all his right, title and intereſt whatſoever, of, in or to the ſaid truſt, debts, monies and premiſes ſo aſſigned to him as aforeſaid; **And** for the conſiderations aforeſaid, **He** the ſaid *B.* (by the direction and appointment of the ſaid *A.* teſtified by his being a party to and executing hereof) **And alſo** the ſaid *A.* **Have,** and each of them **Hath,** and by theſe preſents **Do,** and each of them (as much as in them lieth, or they or either of them can or lawfully may) **Doth** abſolutely aſſign, transfer and ſet over unto the ſaid *C.* his executors, adminiſtrators and aſſigns, all and ſingular the ſaid ſeveral debts and monies in the ſaid ſecond ſchedule hereunder written mentioned and expreſſed, and all the right, intereſt, property, claim and demand whatſoever or howſoever of them the ſaid *A.* and *B.* or either of them, of, in or to the ſaid hereby aſſigned debts, monies and premiſes; **To have,** hold, receive, take and enjoy, all and ſingular the ſaid hereby aſſigned debts, monies and premiſes, unto and to the uſe of the ſaid *C.* his executors, adminiſtrators and aſſigns, from henceforth, as and for his and their own proper monies; **Nevertheleſs upon the ſeveral Truſts,** &c. *(Setting forth the truſts; and then add a letter of attorney.)* **In Witneſs,** &c.

*(Wood.)*

Debts owing.

Unable to pay debts due.

Aſſigned,

but not received, the former aſſignee refuſing to act.

Relinquiſhment of right to the debts aſſigned.

and new aſſignment by the direction of the former aſſignor.

*An*

*An Aſſignment (by the Direction of the Court of Chancery) of a Reverſionary Intereſt in South-Sea Annuities, which had been transferred to Truſtees as a Security for Payment of an Annuity.*

The parties.

THIS Indenture Tripartite, made the nineteenth day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *A. A.* of, *&c.* Eſquire, one of the Maſters of the High Court of Chancery of the firſt part, *B. A.* of, *&c.* Eſquire, of the ſecond part, and *D. A.* of, *&c.* Eſquire, and *E. E.* of the pariſh of P. in the county of Glouceſter, Eſquire, of the third part.

An indenture recited;

Whereas by indenture tripartite, bearing date on or about the twenty-ninth of July 1774, and made or mentioned to be made between the ſaid *A. A.* of the firſt part, *B. B.* of the pariſh of C. in the ſaid county of G. Eſquire, of the ſecond part, and the ſaid *D. A.* (a perſon nominated by the ſaid *A. A.*) and the ſaid *E. E.* (a perſon nominated by the ſaid *B. B.*) of the third part, third part, *reciting* as therein is recited,

whereby the firſt party hereto granted an annuity to a grantee therein named.

And for the conſiderations therein mentioned, the ſaid *A. A.* did for himſelf, his heirs, executors and adminiſtrators, covenant, grant and agree to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *A. A.* his heirs, executors and adminiſtrators, ſhould and would well and truly pay, or cauſe to be paid unto the ſaid *B. B.* and his aſſignees, for and during the term of his natural life, one annuity, yearly rent or ſum of ſix hundred pounds of lawful money of Great Britain, free and clear of and from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe, the ſame annuity to be paid and payable at, or upon the four moſt uſual feaſts or days of payment in the year: (*that is to ſay,*) the feaſts of St. Michael the Archangel, the Birth of our Lord, the Annunciation of the bleſſed Virgin Mary, and the Nativity of St. John the Baptiſt, by even and equal portions; the firſt payment thereof to begin and be made upon the feaſt-day of Saint Michael the Archangel next enſuing the date of the ſame indenture;

payable quarterly.

and transferred (for ſecuring it) South-Sea Annuities to two truſtees the third parties hereto,

And *reciting* that the ſaid *A. A.* for the better ſecuring the payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds to the ſaid *B. B.* for his life in manner aforeſaid, had, on or before the day of the date of the ſame indenture, transferred unto the ſaid *D. A.* and *E. E.* the ſum of twelve thouſand pounds in the joint ſtock of the South-Sea Annuities,

upon truſt to permit the grantor to receive the produce till default of payment.

It was in and by the ſaid indenture declared and agreed by and between all the parties thereto, that the ſaid ſum of twelve thouſand pounds South-Sea Annuities ſo transferred to the ſaid *D. A.* and *E. E.* aforeſaid, was and were ſo transferred to them *upon the Truſts* herein after mentioned; (that is to ſay,) *upon Truſt*, that they the ſaid *D. A.* and *E. E.* and the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhould permit and ſuffer, and do all and every act and thing which ſhould be proper and ſufficient to enable the ſaid *A. A.* his executors and adminiſtrators, to receive and take the yearly intereſt, dividends and produce of the ſaid twelve thouſand pounds South-Sea Annuities as the ſame ſhould ariſe and become due, to and for his and their own uſe and benefit, until default ſhould be made of or in payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds or any part thereof, by the ſpace of twenty-eight days next over or after any of the ſaid feaſts, whereon the ſame ought to be paid as aforeſaid;

and on default of payment to raiſe and pay the annuity.

*And upon further Truſt*, that in caſe the ſaid annuity of ſix hundred pounds or any part thereof, ſhould be behind or unpaid to the ſaid *B. B.* or his aſſigns by the ſpace of twenty-eight days next after any of the feaſts aforeſaid, then and ſo often they the ſaid *D. A.* and *E. E.* or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhould by and out of the yearly intereſt, dividends and produce of the ſaid twelve thouſand pounds South-Sea Annuities, or by ſale of any or a competent part of the ſame annuities, or by ſuch other ways or means as they the ſame truſtees ſhould think fit, raiſe and levy ſuch ſum and ſums of money as ſhould be ſufficient from time to time to anſwer, pay and ſatisfy unto the ſaid *B. B.* and his aſſigns during his natural life, the ſaid annuity of ſix hundred pounds, or ſo much thereof as ſhould from time to time ſo happen to be in arrear and unpaid, together with ſuch coſts and charges as the ſaid *B. B.* or the ſaid truſtees, or any or either of them, or any or either of their executors, adminiſtrators or aſſigns, ſhould ſuſtain or be put unto, for or by reaſon of the non-payment of the ſaid annuity, or any part thereof, at the days and times, and in manner therein before in that behalf covenanted and agreed upon, and ſhould pay and diſpoſe of the ſame accordingly.

Proviſo (on the death of the grantee, and payment of arrears) to re-transfer what ſhould remain;

Provided, and it was thereby further declared and agreed by all the parties to the ſame indenture, that from and after the deceaſe of the ſaid *B. B.* and payment of all arrears which ſhould be then due of the ſaid annuity, yearly rent or ſum of ſix hundred pounds, (if any ſuch ſhould then be) together with all coſts and expences attending the execution of the aforeſaid truſts, *then* and immediately thereupon, or ſo ſoon after as conveniently might be, they the ſaid *D. A.* and *E. E.* or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhould at the requeſt, coſts and charges of the ſaid *A. A.* his executors or adminiſtrators, re-transfer and make over the ſaid ſum of twelve thouſand pounds South-Sea Annuities, or ſo much thereof as ſhould then remain undiſpoſed of, for the purpoſes aforeſaid, and all dividends or intereſt then due upon, or for the ſame or any part thereof, unto him the ſaid *A. A.* his executors and adminiſtrators, to and for his and their own uſe and benefit.

and the grantor covenanted with the grantee to replace in caſe of any deficiency;

And for the conſiderations, ends and purpoſes aforeſaid, the ſaid *A. A.* did, in and by the ſame indentures, for himſelf, his executors, adminiſtrators and aſſigns, further covenant, promiſe, grant and agree to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, that in caſe at any time then after during the natural life of the ſaid *B. B.* any part of the ſaid twelve thouſand pounds South-Sea Annuities ſhould be ſold or diſpoſed of, or that the price or value of South-Sea Annuities, ſhould ſink or fall ſo, and in ſuch ſort as the ſaid twelve thouſand pounds South-Sea Annuities ſhould in the judgment of the ſame truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, be inſufficient for ſecuring the payment of the ſaid annuity, yearly rent or ſum of ſix hundred pounds, to the ſaid *B. B.* for the term of his natural life, in manner aforeſaid, then and in both or either of the ſaid caſes, he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhould and would at his and their own coſts and charges immediately upon the requeſt of the ſaid *B. B.* transfer and make over, or procure to be transferred and made over unto the ſaid truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, upon the truſts, and for the intents and purpoſes aforeſaid, ſo much more annuities in the ſaid South-Sea Company, or ſo much capital ſtock in the Bank of England, South-Sea Company, or Eaſt-India Company, or ſuch ſum and ſums of principal money ſecured upon ſome government, or other good and ſufficient ſecurity or ſecurities, at intereſt, as they the ſame truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhould from time to time think ſufficient and neceſſary to be added to the ſaid twelve thouſand

thouſand pounds South Sea Annuities, or ſo much thereof as ſhould remain unſold as aforeſaid, thereby the better to ſecure the payment of the ſaid annuity, or yearly ſum of ſix hundred pounds to the ſaid *Bruen Ball* for his life in manner aforeſaid; **In which** ſaid recited indenture it was (among other things) provided and agreed by and between all the ſaid parties thereto, that in caſe the ſaid twelve thouſand pounds South Sea Annuities, or any part thereof, or ſuch other ſtock or ſtocks, or ſum or ſums of money, upon ſecurity or ſecurities, at intereſt, as were therein before covenanted and agreed to be transferred to the ſaid truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, for the purpoſes, and upon the truſts and contingencies aforeſaid, or any of them, or any part thereof, ſhould at any time then after during the natural life of the ſaid *B. B.* be redeemed or paid off by authority of Parliament, or otherwiſe ſhould be paid in or come to the hands of the ſame truſtees, then and in ſuch caſe, and ſo often, it ſhould and might be lawful for them, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, from time to time during the natural life of the ſaid *B. B.* to lend and place out the monies ſo paid in or come to their hands, or any part thereof, with the conſent and approbation of the ſaid *B. B.* and *A. A.* if both then living; *And in caſe* the ſaid *A. A.* ſhould be then dead, then with the conſent and approbation of the ſaid *B. B.* upon any public or private ſecurity or ſecurities, at intereſt, or to inveſt the ſame, or any part thereof, in the purchaſe of ſtock in any of the public funds or companies, *upon the Truſts*, and ſubject to the proviſoes and agreements aforeſaid, as by the ſaid recited indenture, reference being thereunto had, may (among other things) more fully and at large appear. **And whereas** by an order of the High Court of Chancery made on or about the 10th day of March now laſt paſt, it was ordered, at the deſire of Mr. Attorney General, on behalf of the ſuitors of the ſaid court, and by conſent of the ſaid *A. A.* that the declaration of truſt of the ſaid twelve thouſand pounds South Sea Annuity Stock, executed by the ſaid *D. A.* and *E. E.* when the ſaid ſtock was transferred to them for ſecuring the ſaid ſix hundred pounds *per annum* to the ſaid *B. B.* ſhould be brought before *Peter Holford*, Eſquire, one of the Maſters of the ſaid Court: **And that** the ſaid Maſter *Holford* ſhould ſell the ſaid *A. A.*'s intereſt in the ſaid twelve thouſand pounds South Sea Annuities to the beſt purchaſer; **And that** the money ariſing by ſale thereof ſhould be inveſted in South Sea Annuities in the name of the ſaid *A. A.* who was to declare the ſame to be **In Truſt** for the ſuiters, according to the orders of the ſame Court made the 10th of June and the 12th of December. **And whereas** the ſaid *Peter Holford*, by his report bearing date on or about the 4th day of May now laſt paſt, and made in purſuance of the ſaid recited order of the — of the ſame May, did certify, that the ſaid *B. A.* had bid before him the ſum of ſix thouſand pounds for the ſaid intereſt of the ſaid *A. A.* of and in the twelve thouſand pounds South Sea Annuities, and that no other perſon having bid more before the ſaid Maſter *Holford* for the ſame, he did allow of the ſaid *B. A.* for the beſt purchaſer of the ſaid reverſionary intereſt of the ſaid *A. A.* in the ſaid twelve thouſand pounds South Sea Annuities; **Which** ſaid report of the Maſter *Holford* was, by a ſubſequent order of the ſaid High Court of Chancery made on or about the —— day of the ſame month of —— now laſt paſt, ratified and confirmed, as by the ſaid recited orders and report, reference being thereunto reſpectively had, may more fully appear. **And whereas** the ſaid *B. A.* in purſuance of and obedience to the ſaid recited order of the 10th of March laſt, hath on the day of the date hereof, paid the ſum of ſix thouſand pounds of lawful money of Great Britain unto the ſaid *A. A.* to be applied and diſpoſed of for the purpoſes in the ſame order in that behalf directed. **Now this Indenture witneſſeth,** That in purſuance of and obedience to the ſaid recited order of the —— of ——— laſt, and for and in conſideration of the ſaid ſum of ſix thouſand pounds ſo paid by the ſaid *B. A.* to the ſaid *A. A.* for the purpoſes in the ſame order in that behalf directed, (the receipt and payment whereof the ſaid *A. A.* doth hereby acknowledge, and thereof and every part thereof, doth acquit, releaſe and diſcharge the ſaid *B. A.* his executors, adminiſtrators and aſſigns, and every of them, for ever by theſe preſents) **He** the ſaid *A. A.* **hath** granted, bargained, ſold, aſſigned, transferred and ſet over; **And** by theſe preſents **Doth** grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *B. A.* his executors, adminiſtrators and aſſigns, **The** ſaid ſum of twelve thouſand pounds South Sea Annuities, and every part thereof, and all the dividends, intereſt and produce thereof, from henceforth to ariſe or be received *(ſubject nevertheleſs* to the payment and ſecuring thereout the ſaid annuity, yearly rent or ſum of ſix hundred pounds, unto the ſaid *B. A.* and his aſſigns, for and during the term of his natural life in manner aforeſaid;) **And all** the eſtate, right, title, truſt, property, equitable and reverſionary, or other intereſt, claim and demand whatſoever both at law and in equity of him the ſaid *A. A.* of, in, to or out of the ſame twelve thouſand pounds South Sea Annuities, every or any part thereof, by force or virtue of the ſaid recited indenture, or the truſts therein declared, or otherwiſe howſoever, together with that part of the ſaid recited indenture which was ordered to be brought before the ſaid Maſter *Holford* as aforeſaid; **To have, hold, receive,** perceive, take and enjoy the ſaid ſum of twelve thouſand pounds South Sea Annuities, and every part thereof; and all the dividends, intereſt and produce from henceforth to ariſe or be received for the ſame, every or any part thereof, and all and ſingular other the premiſes mentioned or intended to be hereby aſſigned, and all the benefit thereof, unto him the ſaid *B. A.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit for ever, as fully and effectually to all intents and purpoſes as he the ſaid *A. A.* his executors, adminiſtrators or aſſigns, might or could have held, received or enjoyed the ſame, if theſe preſents had not been made (ſubject to the payment and ſecuring thereout of the ſaid annuity, yearly rent or ſum of ſix hundred pounds unto the ſaid *B. B.* and his aſſigns, during his life, at ſuch days and times, and in ſuch manner, as in the ſaid recited indenture are in that behalf mentioned and agreed upon.) **And the ſaid** *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *B. A.* his executors, adminiſtrators and aſſigns, in manner following: *(that is to ſay)* **That** he the ſaid *A. A.* hath duly paid and ſatisfied to the ſaid *B. B.* the ſaid annuity, yearly rent or ſum of ſix hundred pounds and every part thereof, for and until the feaſt-day of the nativity of our Lord, laſt paſt before the date of theſe preſents. **And alſo** that he the ſaid *A. A.* hath not at any time heretofore ſold, aſſigned or diſpoſed of the ſaid twelve thouſand South Sea Annuities, and other premiſes mentioned or intended to be hereby aſſigned, or any part thereof, nor done, committed or ſuffered any act, matter or thing whatſoever whereby or by means whereof the ſame, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered (except as is herein before mentioned.) **And further,** that the ſaid *B. A.* his executors, adminiſtrators and aſſigns, ſhall and may from time to time, and at all times hereafter peaceably and quietly

and in caſe of redemption by parliament the truſtees (by conſent) to inveſt in ſecurities, &c.

upon the ſame truſts, &c.

An order of Chancery recited for the ſaleof the granter's intereſt for the benefit of ſuitors.

A maſter's report recited,

allowing the ſecond party hereto to be the beſt purchaſer.

The report confirmed.

Recital that the purchaſer has paid the money.

The conſideration.

The granter aſſigns and tranſfers his intereſt to the purchaſer.

Habendum.

The granter covenants that he hath paid the annuity to a certain day, and that he hath not incumbered,

and for quiet enjoyment,

quietly have, hold, receive, take and enjoy the ſaid twelve thouſand pounds South Sea Annuities, and the dividends, intereſt and produce thereof, and other premiſes mentioned or intended to be hereby aſſigned, and every part thereof (ſubject to the payment thereout of the ſaid annuity, yearly rent or ſum of ſix hundred pounds unto the ſaid *B. B.* and his aſſigns, in manner as aforeſaid) without the lawful let, ſuit, trouble, denial, eviction or interruption of or by the ſaid *A. A.* his executors or adminiſtrators, or of or by any other perſon or perſons lawfully claiming or to claim from, by or under, or in truſt for him, them or any of them. And moreover, that he the ſaid *A. A.* his executors or adminiſtrators, ſhall and will at any time or times hereafter, upon the requeſt, and at the coſts and charges of the ſaid *B. A.* his executors, adminiſtrators or aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, any further or other lawful and reaſonable acts, deeds or things, aſſignments or aſſurances in the law whatſoever, for the further and better aſſigning and aſſuring of the ſaid twelve thouſand pounds South Sea annuities, and the dividends, intereſt and produce thereof, and other the ſaid hereby aſſigned premiſes, every or any part thereof unto him the ſaid *B. A.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit (ſubject to the ſaid annuity of ſix hundred pounds as by the ſaid *B. A.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required; And the ſaid *B. A.* in conſideration of the premiſes, doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, grant and agree to and with the ſaid *A. A.* his heirs, executors and adminiſtrators, in manner following; *(that is to ſay)* That he the ſaid *B. A.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will well and truly perform, fulfil, accompliſh, pay and keep all and every the covenants, articles, agreements, proviſoes, payments, matters and things whatſoever, which on the part or behalf of the ſaid *A. A.* his heirs, executors or adminiſtrators, are or ought from henceforth to be done, performed, fulfilled, accompliſhed, paid and kept by force or virtue of the ſaid recited indenture, or any covenant, article, proviſo or agreement therein contained, and particularly that he the ſaid *B. A.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, during the continuance of the aforeſaid annuity, yearly rent or ſum of ſix hundred pounds, well and truly pay, or cauſe to be paid unto him the ſaid *B. B.* or his aſſigns, the ſame annuity and every part thereof, as and when the ſame ſhall become due and payable, according to the purport, true intent and meaning of the ſaid recited indenture: And alſo that he the ſaid *B. A.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, at his and their own proper coſts and charges, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *A. A.* his heirs, executors and adminiſtrators, and every of them, and his, their and every of their lands and tenements, goods and chattels, of, from and againſt all and every the ſaid covenants, articles, agreements, proviſoes, payments, matters and things whatſoever, which on the part and behalf of him the ſaid *A. A.* his heirs, executors or adminiſtrators, are or ought from henceforth to be done, performed, fulfilled, accompliſhed, paid and kept by force or virtue of the ſaid recited indenture, or any covenant, article, proviſo or agreement therein contained, and of, from and againſt all actions, ſuits, loſs, coſts, charges, damages and expences, which ſhall or may be brought, commenced or proſecuted againſt him the ſaid *A. A.* his heirs, executors or adminiſtrators, or which he, they or any of them, ſhall or may ſuſtain, expend or be put unto for or by reaſon, or on account of the non-performance of any of the ſame covenants, articles, agreements, proviſoes, payments, matters or things as aforeſaid. In Witneſs, &c.

(ſubject to the annuity)

and to make further aſſurances,

the purchaſer covenants to perform covenants with the annuitant,

particularly to pay the annuity,

and to indemnify the granter.

*(Newnam.)*

## *Aſſignment (by Indorſement) of a Term to attend the Uſes of a Marriage Settlement.*

Recital. WHEREAS the within demiſed tenement or dwelling-houſe, lands, hereditaments and premiſes are aſſigned to, and now are veſted in *George Cook* of ———, for the reſidue of the within mentioned term of one thouſand years now to come therein; In Truſt nevertheleſs for *Henry Smith*, in ſuch manner as in the ſaid other indorſement thereon is mentioned: And whereas a marriage is intended to be ſhortly had and ſolemnized between *Thomas Smith*, eldeſt ſon and heir apparent of the ſaid *Henry Smith*, and *Elizabeth Say*, Spinſter: And whereas by indenture of leaſe and releaſe, the leaſe bearing date the day next before, and the releaſe being *Tripartite*, and bearing even date with this preſent indorſement, and made between *Henry Smith* and *Ann* his wife, of the firſt part, the ſaid *Thomas Smith* and *Elizabeth Say*, of the ſecond part, and *Richard Smith*, Yeoman, and *William Pitt*, Gentleman, (by ſuch other additions as therein mentioned) of the third part, whereby (after reciting in the ſaid releaſe the ſaid intended marriage, and for other the conſiderations therein mentioned) the ſaid meſſuages, lands and hereditaments, (amongſt other things) are by the ſaid *H. S.* and *T. S.* granted and conveyed to the ſaid *R. S.* and *W. P.* and their heirs, to, for and upon the ſeveral uſes, truſts, eſtates, intents and purpoſes therein mentioned, limited and expreſſed touching the ſame, as in and by the ſaid in part recited indentures of leaſe and releaſe (both executed before theſe preſents) relation, *&c.* And whereas, previous to and before the executing of the ſaid indentures of leaſe and releaſe, it was and is agreed, that the ſaid within mentioned term of one thouſand years, and the ſaid hereditaments and premiſes compriſed therein ſhould be aſſigned to *R. S.* of, *&c.* In Truſt, and to and for the end and purpoſe herein after mentioned and expreſſed: Now theſe Preſents witneſs, That in purſuance of the ſaid agreement, and for and in conſideration of the ſaid intended marriage, and alſo in conſideration of the ſum of ten ſhillings of, *&c.* to the ſaid *H. S.* and *G. C.* in hand paid by the ſaid *R. S.* at, *&c.* the receipt, *&c.* he the ſaid *G. C.* (at the requeſt, and by the direction and appointment of the ſaid *H. S.* teſtified, *&c.*) and alſo the ſaid *H. S.* Have, and each of them Hath, and by theſe preſents they the ſaid *G. C.* and *H. S.* Do, and each of them Doth bargain, ſell, aſſign, transfer and ſet over unto the ſame *R. S.* All that the ſaid within mentioned meſſuages or tenements, lands, and all and ſingular other the hereditaments and premiſes by the within written indenture demiſed by the within named *J. H.* the within named *R. S.* of, *&c.* or which in and by the ſaid other indorſement hereon, were thereby aſſigned to the ſaid *G. C.* with their and every of their appurtenances, and alſo all the eſtate and eſtates, right, title, intereſt, reverſion, term

Aſſignment.

term of years to come, property, claim and demand whatſoever or howſoever, either at law or in equity, of them the ſaid *G. C.* and *H. S.* or of either of them, or of any perſon or perſons **In Truſt** for them, or either of them, of, in, or to the ſaid hereby aſſigned hereditaments and premiſes, or any part thereof, by virtue of the ſaid within written indenture, and the ſaid aſſignment thereof, or either of them, or otherwiſe howſoever, together with the ſame indenture and indorſement; **To have and to hold** the ſaid meſſuages or tenements, lands, hereditaments, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned premiſes, with their and every of their appurtenances, unto the ſaid *R. S.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſidue and remainder of the ſaid within demiſed term of one thouſand years, which is now to come and unexpired: **Nevertheleſs in Truſt**, and to attend, wait on and be ſubſervient to the ſeveral uſes, truſts, eſtates, intents and purpoſes, in and by the above in part recited indenture of releaſe mentioned, limited and expreſſed, of and concerning the ſame hereditaments and premiſes, to the end, intent and purpoſe to protect the ſame premiſes from and againſt all meſne incumbrances (if any ſuch there be;) and the ſaid *G. C.* for himſelf, *&c.* doth hereby covenant with the ſame *R. S.* his, *&c.* *(Covenant that he has done no act,* &c.) **In Witneſs**, &c.

Habendum.

Truſts.

*(Morgan.)*

*Aſſignment of a Bond to perform Covenants from the firſt Mortgagee to an Aſſignee of the ſaid Mortgagee.*

**THIS** Indenture, &c. **Between** *J. T.* of, *&c.* of the one part, and *R. G.* of, *&c.* of the other part. **Whereas** by indenture of mortgage, bearing date, *&c.* and made between *A. S.* of, *&c.* *T. S.* the younger, of, *&c.* and *S.* his wife, and *T. S.* the elder, of, *&c.* of the one part, and the ſaid *J. T.* of the other part, they the ſaid *T. S.* the younger, and *S.* his wife, and the ſaid *A. S.* and *T. S.* the elder, for the conſiderations therein mentioned, *Did* demiſe and grant unto the ſaid *J. T.* two meſſuages and ſeveral parcels of arable land ſituate, *&c.* in the ſaid indenture particularly mentioned and deſcribed: **And whereas** the ſaid *T. S.* the younger, and *A. S.* by their bond or obligation bearing even date with the ſaid recited indenture, *Did* become jointly and ſeverally bound to the ſaid *J. T.* in the penal ſum of four hundred pounds, conditioned that he the ſaid *T. S.* the younger, his heirs, executors and adminiſtrators, ſhould obſerve, perform, fulfil and keep all and ſingular the covenants, payments and agreements, mentioned and contained in the ſaid recited indenture; as by the ſaid in part recited indenture and bond or obligation and the condition thereof, (relation being to them reſpectively had) more at large may appear: **And whereas** by indenture *tripartite* of aſſignment, bearing even date with, and executed immediately before theſe preſents, and expreſſed to be made **Between** the ſaid *T. S.* the younger, of the firſt part, the ſaid *J. T.* of the ſecond part, and the ſaid *R. G.* of the third part, and the ſaid *J. T.* in conſideration of two hundred and ten pounds, and the ſame *T. S.* in conſideration of ninety pounds therein mentioned to be to them reſpectively paid by the ſaid *R. G. Did* (by the direction of the ſaid *T. S.* the younger) aſſign and ſet over unto the ſaid *R. G.* the ſaid meſſuage, *&c.* and all other the premiſes whatſoever, demiſed by the ſaid recited indenture of mortgage as aforeſaid, with their appurtenances, for the remainder of eight hundred and thirty years, thereby granted, as by the ſaid laſt in part recited indenture, *&c.* **Now this Indenture witneſſeth**, that the ſaid *J. T.* to the intent and purpoſe that the ſaid *R. G.* may have the benefit and advantage of the ſaid recited bond or obligation, and if the condition thereof ſhall happen hereafter to be broken and not performed, and alſo for other good cauſes and conſiderations, him the ſaid *J. T.* in this behalf moving, **hath** granted, bargained, ſold, transferred, aſſigned and ſet over, and by theſe preſents *Doth* fully, freely and abſolutely grant, *&c.* unto the ſaid *R. G.* his executors and aſſigns, the ſaid recited bond or obligation, and all the benefit, profit and advantage which ſhall or may be had, gotten or obtained thereby, if the condition thereof ſhall happen hereafter to be broken and not performed; **And** doth alſo by theſe preſents make, aſſign, ordain, conſtitute, appoint, and in his place and ſtead put the ſaid *R. G.* his executors and adminiſtrators his true and lawful attorney and attornies irrevocable, in the name and names of the ſaid *J. T.* his executors and adminiſtrators, but for the ſole uſe and benefit of the ſaid *R. G.* his executors and adminiſtrators, to aſk, ſue for, (in law or equity) levy, require, recover and receive of and from the ſaid *T. S.* the younger, his heirs, executors or adminiſtrators, the ſaid penal ſum of four hundred pounds mentioned in the ſaid recited obligation, or any part thereof, if the condition of the ſame obligation ſhall happen to be hereafter broken and not performed, giving, and by theſe preſents granting unto his ſaid attorney and attornies his full and whole power and authority, in and about the premiſes, for him and in his name, but to the only uſe of the ſaid *R. G.* to do, perform, fulfil, accompliſh and execute all ſuch lawful ways and means whatſoever, as ſhall be needful, neceſſary or requiſite to be done, in, about or touching or concerning the ſame, as fully and amply in every reſpect to all intents and purpoſes as the ſaid *J. T.* might or could do if he were perſonally preſent at the doing thereof, ratifying and by theſe preſents allowing and confirming all and whatſoever his ſaid attorney or attornies ſhall lawfully do or cauſe to be done in or about the execution of the ſame, according to the intent and true meaning of theſe preſents. **And** the ſaid *J. T.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *R. G.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. T.* hath not at any time heretofore remiſed, releaſed, nor any ways diſcharged the ſaid bond or obligation, or the ſum of money therein contained, nor the ſaid *T. S.* the younger, and *A. S.* therein named; neither ſhall he the ſaid *J. T.* nor his executors, or adminiſtrators, or any of them at any time hereafter remiſe, releaſe or otherwiſe diſcharge the ſaid bond or ſum of money therein contained, nor the parties obliged, nor either of them, their or either of their heirs, executors or adminiſtrators, or any of them; **And** that he the ſaid *R. G.* his executors, adminiſtrators and aſſigns, ſhall or may (if the ſaid bond ſhall happen hereafter to become forfeited) have and enjoy the penalty thereof and the ſum of money therein contained and expreſſed, to his and their own proper uſe and benefit, without any account to be given, yielded or rendered for the ſame or any part thereof, to the ſaid *J. T.* his executors, adminiſtrators or aſſigns, or any of them; **And** that neither he the ſaid *J. T.* nor his

Recitals.

Of mortgage.

Of bond.

Of aſſignment of the mortgage.

Aſſignment of the bond.

Special letter of attorney.

Covenant that the aſſignor has not, nor will diſcharge the bond.

And that the aſſignee, if the bond becomes forfeited, ſhall have the benefit thereof.

Letter of attorney not to be revoked, nor any ſuit, &c. diſcharged.

his executors nor adminiſtrators, nor any of them, ſhall or willrevoke, releaſe or diſcharge this preſent letter of attorney, nor any other power or authority thereby given, nor releaſe, diſcharge, diſclaim or diſcontinue any ſuit, proceſs, judgment, execution, order or decree which ſhall or may at any time hereafter be obtained or gotten againſt the ſaid *T. S.* the younger, and *A. S.* or either of them, their or either of their heirs, executors or adminiſtrators, but ſhall and will ratify, allow and confirm the ſame and every of them, and all and every other lawful act and acts, thing and things whatſoever, which he the ſaid *R. G.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done, in, about, or for, touching or concerning, or by reaſon or means of the premiſes, according to the intent and true meaning of theſe preſents; And the ſaid *R. G.* for himſelf, his executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid *J. T.* his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *R. G.* his, *&c.* or ſome of them, ſhall and will, from time to time and at all times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified, as well the ſaid *J. T.* his executors and adminiſtrators, as alſo the lands, goods and chattels of him, them, and every of them, of and from all and all manner of coſts, charges, loſſes, troubles, expences and damages whatſoever, which they or any of them ſhall or may ſuſtain, lay out, expend or be put unto, for or by reaſon or means of any ſuit or ſuits, proceſs, judgment, execution, order or decree, ſo to be had and obtained as aforeſaid, or any diſmiſſion or coſt that ſhall be had, obtained or gotten, in, upon, about or any ways touching or concerning any ſuch ſuit or proceſs, or otherwiſe howſoever, for, touching or concerning, or by reaſon or means of the premiſes, according to the intent and true meaning of theſe preſents. In Witneſs, &c.

Covenant to indemnify the aſſignor.

*(Lloyd.)*

*An abſolute Aſſignment by the Indorſer and Indorſee of a Note of Hand, indorſed in Truſt to the Indorſee or Bearer, in Conſideration of a Sum of Money paid down, and another Sum ſecured to be paid.*

TO all men, *&c. A. &c.* and *B. &c.* ſend greeting. Know ye, That in conſideration of five pounds, to the ſaid *B.* in hand paid at, *&c.* by *C.* of, *&c.* the receipt, *&c.* and thereof, *&c.* and of the further ſum of five pounds ſecured to be paid to the ſaid *B.* by note under the hand of the ſaid *C.* of the date hereof, and in conſideration of twelve pence to the ſaid *A.* in hand paid at, *&c.* by the ſaid *C. &c.* The ſaid *A.* at the requeſt, and by and with the conſent and direction of the ſaid *B.* teſtified, *&c.* and likewiſe the ſaid *A.* and *B.* Do and either of them Doth hereby aſſign and ſet over unto the ſaid *C.* a note under the hand of *D.* dated ——— for the ſum of thirty-ſix pounds payable with intereſt at, *&c.* then next, whereon remains due the ſum of thirty-pounds, which note is by indorſement under the hand of the ſaid *B.* dated ———, made payable unto the ſaid *A.* or bearer, but was nevertheleſs In Truſt only for the ſaid *B.* and is ſince delivered up to the ſaid *B.* together with the ſum of thirty pounds ſo remaining due and payable upon the ſaid note, and all other monies due and to grow due thereupon; and all their and either of their right, title, claim and demand, of, in and to the ſaid note and ſum of thirty pounds remaining due, and all other monies to grow due thereupon; To have, hold and receive the ſame unto the ſaid *C.* his, *&c.* to his and their own uſe and uſes for ever, without any account to be made or given for the ſame: And they the ſaid *A.* and *B.* do, *&c. (Letter of Attorney)* And the ſaid *A.* and *B.* do, *&c.* covenant, *&c.* to, *&c.* that the remaining thirty pounds mentioned to be due upon the ſaid note, and intereſt for the ſame, is juſtly due and owing to them or one of them, and that they or either of them have not received or diſcharged the ſaid remaining thirty pounds, or the intereſt due on the ſaid note, or any part thereof, or the ſaid note, or any ways incumbered the ſame, nor will at any time hereafter releaſe or diſcharge the ſame, but at the requeſt, and with the conſent in writing under the hand and ſeal of the ſaid *C.* his, *&c.* And that they and either of them will, on requeſt, do any further act for the better aſſigning the ſaid note and money thereon due, and to grow due unto the ſaid *C.* his, *&c.* and to enable him and them to recover and receive the ſame to his and their own uſe and uſes, as ſhall be reaſonably required. In Witneſs, &c.

*(Wood.)*

*Aſſignment of an Aſſignment of a Leaſe for Years, of a Piece of Ground to build upon.*

Recital of the leaſe. Conſideration of laying out a ſum of money to build, &c.

THIS Indenture made, *&c.* Between *John Brown* of, *&c.* of the one part, and *Nicholas Sayer* of, *&c.* Eſquire, of the other part: Whereas by indenture of leaſe, bearing date, *&c.* made or mentioned to be made between Sir *W. P.* Knight, of the one part, and *J. H.* Citizen and Clothworker of London, on the other part; in conſideration that the ſaid *J. H.* his executors or adminiſtrators, ſhould and would, within one year then next following, diſburſe, pay and beſtow the ſum of, *&c.* in repairing and rebuilding two or more ſubſtantial houſes on a parcel of ground, lying, *&c.* being the inheritance of the ſaid Sir *W. P.* meaſuring on the north ſide, which fronts, *&c.* and on the ſouth ſide, *&c.* upon which ſaid ground then or then late ſtood houſes in the poſſeſſion of the aſſignee or aſſigns, under-tenant or under-tenants of, *&c.* deceaſed, and for other conſiderations therein mentioned, he the ſaid Sir *W. P.* did demiſe, grant, and to farm let unto the ſaid *J. H.* all that ſaid parcel of ground to be repaired or rebuilt as aforeſaid, with a convenient cellar, ſhop, two or three ſtories of chambers, and a garret to each houſe, ſo to be repaired and rebuilt as aforeſaid; To hold to the ſaid *J. H.* his executors, adminiſtrators and aſſigns, from the feaſt of, *&c.* which was in the year, *&c.* for the term of, *&c.* at the yearly rent of, *&c.* payable quarterly, as in and by the ſaid recited indenture of leaſe, relation being thereunto had, may more fully appear: And whereas by indenture of aſſignment bearing date, *&c.* made or mentioned to be made between the ſaid *J. H.* on the one part, and the ſaid *J. B.* on the other part, reciting the ſaid indenture of leaſe herein before recited, he the ſaid *J. H.*

Habendum for a term of years.

Recital of the firſt aſſignment.

for

for the conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, the ſaid recited indenture of leaſe, and the ſaid parcel of ground, meſſuages or tenements, and premiſes thereby demiſed, and every part and parcel thereof, with their and every of their appurtenances; **To hold** to the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from thenceforth for and during all the reſt and reſidue of the ſaid term of, *&c.* by the ſaid indenture of leaſe granted, then to come and unexpired, as by the ſaid indenture of aſſignment, relation being thereunto had, may more fully appear: **And whereas** the ſaid *J. H.* before the making of the ſaid recited aſſignment, had, purſuant to the ſaid recited indenture of leaſe, at his own proper coſts and charges, laid out and expended the above-mentioned ſum of, *&c.* and upwards, in the repairing or new building of the meſſuages or tenements upon the ground, demiſed by the ſaid indenture of leaſe, one of which meſſuages is called or known by the name or ſign of, *&c.* and is now in the poſſeſſion of, *&c.* and the other, *&c.* **Now this Indenture witneſſeth,** that for and in conſideration of the ſum of, *&c.* of lawful money of, *&c.* to the ſaid *J. B.* in hand well and truly paid by the ſaid *N. S.* at or before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *J. B.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, releaſe and diſcharge the ſaid *N. S.* his executors, adminiſtrators and aſſigns for ever by theſe preſents, he the ſaid *J. B.* **hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents doth fully and abſolutely grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *N. S.* his executors, adminiſtrators and aſſigns, the ſaid recited indenture of leaſe, and the ſaid piece or parcel of ground, meſſuages or tenements. and premiſes thereby demiſed, and every part and parcel thereof, with their and every of their appurtenances, and all ſuch new erections and buildings as have been erected or built upon the ſaid demiſed premiſes, by or at the charge of the ſaid *J. H.* and all the eſtate, right, title, intereſt, term of years, property, profit, benefit, claim and demand whatſoever, either in law or equity, or otherwiſe howſoever, of him the ſaid *J. B.* of, in, to or out of the ſame premiſes, every or any part or parcel thereof, together alſo with the ſaid recited indenture of aſſignment, and all other deeds, evidences and writings touching or concerning the premiſes, or any part thereof, now in the cuſtody or power of the ſaid *J. B.* or which he can or may come by without ſuit in law; **To have and to hold** the ſaid recited indenture of leaſe, and the ſaid piece or parcel of ground, meſſuages or tenements and premiſes thereby demiſed, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *N. S.* his executors, adminiſtrators or aſſigns, from henceforth for and during all the reſt and reſidue of the ſaid term of, *&c.* by the ſaid indenture of leaſe granted, yet to come and unexpired, under the rent and covenants in and by the ſaid recited indenture of leaſe reſerved and contained, which from henceforth on the leſſee's part and behalf are or ought to be paid, kept and performed: **And** the ſaid *J. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *N. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; (that is to ſay,) that the ſaid recited indenture of leaſe, at the time of the ſealing and delivery of theſe preſents, is a good and effectual leaſe, and valid in the law, of and for the premiſes thereby demiſed, and is not forfeited, ſurrendered or become void or voidable: **And** that the ſaid *J. B.* now hath in him good right, full power, true title and lawful and abſolute authority to grant, bargain, ſell, aſſign, transfer and ſet over the ſame, and the premiſes thereby demiſed, unto the ſaid *N. S.* his executors, adminiſtrators and aſſigns, in manner and form aforeſaid; **And** that he the ſaid *N. S.* his executors, adminiſtrators and aſſigns, ſhall or lawfully may from time to time, and at all times hereafter, for and during all the reſidue and remainder of the ſaid term of, *&c.* by the ſaid recited indenture of leaſe granted, yet to come and unexpired, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid piece or parcel of ground, meſſuages or tenements and premiſes hereby aſſigned or mentioned or intended to be aſſigned as aforeſaid, and every part and parcel thereof, with their and every of their appurtenances, and receive, take and keep the rents, iſſues and profits thereof, to his and their own proper uſe and behoof, without any let, ſuit, trouble, denial, eviction, ejection or interruption of or by him the ſaid *J. B.* or the ſaid *J. H.* or either of them, their or either of their executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim by, from or under him, them or either of them; **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *J. B.* his heirs, executors or aſſigns, well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all manner of former and all other gifts, grants, bargains, ſales, leaſes, aſſignments, mortgages, ſurrenders, forfeitures, re-entries, rents, arrearages of rent, judgments, executions, extents, ſtatutes, recognizances; and of and from all other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, committed, done or wittingly or willingly ſuffered, or to be had, made, done, or wittingly or willingly ſuffered by the ſaid *J. B.* and *J. H.* or either of them, their or either of their executors, adminiſtrators or aſſigns, or any of them, or by or with any of their privity, conſent or procurement, (the yearly rent and covenants, in and by the ſaid recited indenture of leaſe reſerved and contained, which from henceforth on the leſſee's part are or ought to be paid, kept and performed, only excepted.) **And further,** that he the ſaid *J. B.* his executors, adminiſtrators, and all and every other perſon or perſons lawfully claiming or to claim the premiſes, or any part thereof, by, from or under him or the ſaid *J. H.* ſhall and will from time to time, and at all times hereafter during the remainder of the ſaid term of, *&c.* at the requeſt, coſts and charges in the law, of the ſaid *N. S.* his executors, adminiſtrators and aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deeds, deviſes, conveyances, aſſignments and aſſurances in the law whatſoever, for the further, better and more perfect and abſolute conveying, aſſigning and aſſuring the ſaid hereby aſſigned premiſes unto the ſaid *N. S.* his executors, adminiſtrators and aſſigns, for all the reſidue and remainder of the ſaid term, which ſhall be then to come and unexpired, as by the ſaid *N. S.* his executors, adminiſtrators and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed or required: **And** the ſaid *N. S.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *J. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *N. S.* his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter during the remainder of the ſaid term, ſhall and will pay and diſcharge the ſaid yearly rent of, *&c.* by the ſaid recited indenture of leaſe reſerved, and alſo well and truly perform and keep all and every the covenants therein contained on the leſſee's part and behalf from henceforth to be kept and performed, and ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and

Habendum for the reſidue of the term.

Recital that the leſſee had built, &c. according to the covenant in his leaſe.

Covenant of aſſignment by the aſſignee of the indenture of leaſe, and of the piece of ground, buildings, &c.

Habendum for the reſidue of the term under the covenants contained in the indenture of leaſe.

Covenant that the ſaid indenture of leaſe is not forfeited nor ſurrendered, &c.

And that the aſſignor hath full power to aſſign, &c. Covenant for quiet enjoyment of the reſidue of the term,

And that the premiſes are free from all incumbrances,

except the rent and covenants in the ſaid recited indenture of leaſe.

Covenant to make ſuch further aſſurance as the aſſignee, &c. ſhall deſire.

Covenant that the aſſignee will pay the ſaid rent, perform the covenants, &c.

and ſave harmleſs the aſſignor, &c.

and indemnified the ſaid *J. B.* his executors and adminiſtrators, of and from all coſts, charges, ſuits, damages and expences whatſoever, which he or they ſhall or may pay, bear and ſuſtain, for or by reaſon of the non-payment of the ſaid rent, or the non-performance of the ſaid covenants, or any of them. In Witneſs, &c.

*(Lloyd.)*

*An Aſſignment of a Leaſehold Intereſt in a Houſe in London, and of certain Goods therein. The Aſſignees covenant to pay the Rent and perform Covenants in the Leaſe.*

The parties.

THIS Indenture, made the 26th day of January, in the eighteenth year, &c. and in the year of our Lord 1778, Between *Arthur Aſton*, Citizen and Grocer, of London, of the one part, and *Bruen Brown*, Citizen and Leatherſeller, of London, and *Cyril Coates*, Citizen and Wax-Chandler, of London, of the other part.

An indenture of leaſe recited,

Whereas by indenture bearing date the 24th day of March, which was in the year of our Lord 1772, and made or mentioned between *Darby Deal*, of the city of London, Pewterer, of the one part, and the ſaid *Arthur Aſton* of the other part;

Premiſes,

The ſaid *Darby Deal* for the conſiderations therein mentioned, did demiſe, leaſe, and to farm let unto the ſaid *Arthur Aſton*, All that brick meſſuage or tenement then and now in the occupation of him the ſaid *Arthur Aſton*, commonly called or known by the name or ſign of the Elephant, ſituate in Cheapſide, in the pariſh of St. Mary le Bow, London, containing one cellar, one ſhop over the ſaid cellar, one dining-room and kitchen over the ſaid ſhop, one buttery adjoining to the ſaid kitchen, with three little rooms over it, two chambers over them in the third ſtory, two chambers over them in the uppermoſt ſtory, two chambers over them, and a platform of lead over the ſaid houſe, and a ſummer-houſe thereupon with rails and baniſters, as the ſame was then divided, together with the uſe in common with him the ſaid *Darby Deal*, his executors, adminiſtrators, tenants or aſſigns, of the vault in the ſaid cellar, and of the pipe of lead reaching from the top of the leads into the ſaid vault, Together with all doors, locks, lights, eaſements, ways, paſſages, commodities and appurtenances to the ſaid meſſuage or tenement thereby demiſed, belonging, or in any wiſe appertaining (except out of the ſaid demiſe unto the ſaid *Darby Deal*, his executors, adminiſtrators and aſſigns, and two friends with him or them, ſuch liberty to ſtand and ſee the Lord Mayor's ſhow yearly during the term thereby granted, as in the ſame indenture is mentioned;)

with exception of liberty to the leſſor and two friends to ſee the Lord Mayor's ſhow.

To hold the ſaid meſſuage or tenement and premiſes, with their appurtenances (except as before excepted) unto the ſaid *Arthur Aſton*, his executors, adminiſtrators and aſſigns, from the feaſt-day of the nativity of our Lord Chriſt next before the date of the ſame indenture, for the term of fourteen years, at and under the rent of fifty pounds for the firſt year of the ſaid term, and at and under the yearly rent of one hundred pounds for the reſidue of the ſame term, payable quarterly in manner therein mentioned.

Liberty to the the tenant, during the term, to take away things ſet up by him.

And it was by the ſaid indenture of leaſe (among other things) agreed by and between the ſaid parties thereto, that it ſhould and might be lawful to and for the ſaid *Arthur Aſton*, his executors, adminiſtrators or aſſigns, at any time or times during the term of the ſaid recited leaſe, or at the expiration thereof, at his or their wills and pleaſures, to take down, remove and carry from off the premiſes, to his and their own uſe and uſes, the ſeveral goods, implements and things therein and herein after mentioned, which had been purchaſed or ſet up therein or thereupon, at the proper coſts and charges of the ſaid *Arthur Aſton*, *viz.* In the Kitchen a leaden ciſtern, iron grates and iron crane; In the Dining-room all the wainſcot and chimney glaſs; In the Room *over the Dining-room* a marble footpace, the hangings in the room; In the Shop all the ſhelves, counters, preſſes, counting-houſe, money-till, ſtall-boards, and ſmall-boards; Without the Shop-door, two large painted poſts, and three large ſtones between them; In the Room *over the Kitchen* the hangings and the marble hearth, and Dutch tiles in the chimney.

Articles of agreement between the now parties recited, whereby the now aſſigner covenanted to aſſign to the now aſſignees his term, (ſubject to rent, &c.)

And whereas in and by certain articles of agreement indented, bearing date the 12th day of November laſt paſt before the date hereof, and made between the ſame parties as are parties to theſe preſents, It was for the conſiderations therein mentioned, among other things, agreed, and the ſaid *Arthur Aſton* did thereby covenant, that he, his executors or adminiſtrators, ſhould and would, on or before the feaſt-day of the birth of our Lord Chriſt next enſuing the date hereof, aſſign and transfer unto the ſaid *Bruen Brown* and *Cyril Coates*, their executors, adminiſtrators or aſſigns, the ſaid meſſuage or tenement and ſhop, with the appurtenances, for all the then reſidue of his the ſaid *Arthur Aſton*'s term and intereſt therein, (ſubject to the rent, covenants and agreements in the ſaid indenture of leaſe reſerved and contained, and which from thenceforth on the tenants or leſſees parts ſhould be paid, done and performed) or otherwiſe ſhould procure ſuch new leaſe of the ſaid premiſes to be granted unto the ſaid *Bruen Brown* and *Cyril Coates*, as in the ſame articles is mentioned;

and they covenanted to accept, &c.

In conſideration whereof the ſaid *Bruen Brown* and *Cyril Coates* did covenant, at the election of the ſaid *Arthur Aſton*, to take and accept of ſuch aſſignment or new leaſe as aforeſaid, of the ſaid meſſuage and premiſes;

and that the counters, &c. ſhould be appraiſed,

And in caſe of an aſſignment of the ſaid recited leaſe, then to covenant in ſuch manner as they do herein after covenant; in and by which ſaid articles It was further agreed, that all the counters, preſſes, counting-houſe, tables, implements and things in or about the ſaid ſhop and warehouſe under the ſame, or which were mentioned in the ſaid recited leaſe, and which the ſaid *Arthur Aſton*, his executors or adminiſtrators, might lawfully take and carry away at the expiration of the ſame leaſe (except houſehold goods and ſtock in trade) ſhould on or before the ſame feaſt-day of the birth of our Lord Chriſt then next enſuing, or within ſix days then next following, be valued and appraiſed by two indifferent perſons, to be choſen as therein is mentioned;

to be aſſigned on payment of the appraiſed value,

Upon and after which ſaid appraiſement all the ſaid counters, preſſes and other things, ſo to be valued and appraiſed as aforeſaid, ſhould be delivered, aſſigned and made over by the ſaid *Arthur Aſton* unto them the ſaid *Bruen Brown* and *Cyril Coates*, or the ſurvivor of them, his executors or adminiſtrators; they or the ſurvivor of them, his executors or adminiſtrators, immediately thereupon paying down in ready monies unto the ſaid *Arthur Aſton*, his executors or adminiſtrators, all ſuch ſum and ſums of money as the ſame counters, preſſes and things ſhould be appraiſed and valued at as aforeſaid;

and the aſſignees covenant to accept, &c.

All which ſaid counters, preſſes and things ſo to be appraiſed as aforeſaid, they the ſaid *Bruen Brown* and *Cyril Coates* did covenant and agree to take and accept of at the price or prices of ſuch appraiſement, and to pay for the ſame accordingly in manner as aforeſaid, as by the ſaid recited indenture of leaſe and articles of agreement, relation being thereunto

or mentioned or intended so to be; and all the property, benefit and advantage thereof, and every part thereunto respectively had, may among other things more fully and at large appear. **And whereas** the said counters, presses, goods, implements and other things so agreed to be valued and appraised as aforesaid, have, together with other goods and other things by the said *Arthur Aston* sold to the said *Bruen Brown* and *Cyril Coates*, been duly and fairly valued and appraised by *Hugh Harris* and *Kenrick Kelly*, two indifferent persons chosen as in the said articles was mentioned and agreed on, at the sum or price of fifty-one pounds of lawful money of Great Britain in the whole, which they the said parties to these presents do hereby own and acknowledge. **Now this Indenture witnesseth**, That in pursuance of the said recited articles, and for and in consideration of the sum of five shillings of lawful money of Great Britain to the said *Arthur Aston* in hand paid by the said *Bruen Brown* and *Cyril Coates*, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, **he** the said *Arthur Aston* **hath** bargained, sold, assigned and set over, and by these presents **doth** bargain, sell, assign and set over unto the said *Bruen Brown* and *Cyril Coates*, their executors, administrators and assigns, **all** the said messuage or tenement and premises, in and by the said recited indenture of lease demised and leased as aforesaid, or mentioned or intended so to be, with their and every of their appurtenances (except as in the same indenture is excepted;) **And also** all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Arthur Aston*, of, in, to or out of the same messuage or tenement and premises, every or any part thereof by virtue of the said recited indenture of lease or otherwise howsoever (except as aforesaid) together with the same indenture: **To have and to hold** the said messuage or tenement, and all other the premises herein before assigned, or mentioned or intended so to be, with their appurtenances (except as aforesaid) unto the said *Bruen Brown* and *Cyril Coates*, their executors, administrators and assigns, from the feast-day of the birth of our Lord Christ next ensuing the date hereof, for and during all the residue which shall be then to come and unexpired of the said term of fourteen years therein, subject nevertheless to the rent and covenants in the said recited indenture of lease reserved and contained, and which from and after the said feast-day of the birth of our Lord Christ next ensuing the date hereof, on the tenants and lessees parts shall be to be paid, done and performed. **And the said** *Arthur Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Bruen Brown* and *Cyril Coates*, their executors, administrators and assigns, in manner following; *(that is to say,)* **That** it shall and may be lawful to and for them the said *Bruen Brown* and *Cyril Coates*, their executors, administrators and assigns, at all times from and after the said feast-day of the birth of our Lord Christ next ensuing the date hereof, during the continuance of the said term, peaceably and quietly to enter into, have, hold, possess and enjoy the said hereby assigned messuage or tenement and premises, and to receive and take the rents and profits thereof, and every part thereof (except as aforesaid) to and for his and their own use and benefit, for all the then residue of the said term of fourteen years therein, without the lawful let, suit, trouble or interruption of or by the said *Arthur Aston*, his executors, administrators or assigns, or of or by any other person or persons claiming or to claim from, by or under, or in trust for him, them or any of them; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise, by the said *Arthur Aston*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other bargains, sales, assignments, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done or suffered, or to be had, made, done or suffered by the said *Arthur Aston*, his executors, administrators or assigns, or by any person or persons lawfully claiming or to claim from by or under them, or any of them (the rent and covenants in the said recited indenture of lease reserved and contained, and which from and after the said feast-day of the birth of our Lord Christ next ensuing the date hereof, on the tenant or lessees parts shall be to be paid, done and performed, only excepted and foreprized). **And the said** *Bruen Brown* and *Cyril Coates* do hereby for themselves, and each of them, their and each of their heirs, executors, administrators and assigns, covenant, promise, grant and agree to and with the said *Arthur Aston*, his executors and administrators, that they the said *Bruen Brown* and *Cyril Coates*, or one of them, their or one of their executors, administrators or assigns, shall and will at all times from and after the said feast-day of the birth of our Lord Christ next ensuing the date hereof, during the continuance of the said term of fourteen years, pay the said yearly rent of one hundred pounds, and perform, fulfil, and keep all and every the covenants, articles and agreements in the said recited indenture of lease reserved and contained, and which from thenceforth on the parts and and behalfs of the lessees or assignees of the premises should or ought to be performed and kept, according to the true meaning of the said recited indenture of lease; **And** of and from the same rent, covenants, articles and agreements, and all and every default, breach or neglect, of or in the payment or performance thereof which shall at any time or times after the aforesaid feast-day happen to be made or done, shall and will save, defend, keep harmless and indemnified the said *Arthur Aston*, his heirs, executors and administrators, and his, their and every of their lands and tenements, goods and chattels. **And this Indenture further witnesseth**, and in further pursuance of the said recited articles, and for and in consideration of the sum of fifty-one pounds of lawful money of Great Britain, to the said *Arthur Aston* in hand paid by the said *Bruen Brown* and *Cyril Coates*, at or before the sealing and delivery of these presents, (the receipt whereof the said *Arthur Aston* doth hereby acknowledge, and thereof and of every part thereof, doth acquit, release and discharge the said *Bruen Brown* and *Cyril Coates*, and each of them, their and each of their executors, administrators and assigns, and every of them for ever, by these presents,) **he** the said *Arthur Aston* **hath** granted, bargained, sold, assigned and transferred, and by these presents **doth** grant, bargain, sell, assign and transfer unto the said *Bruen Brown* and *Cyril Coates*, their executors, administrators and assigns, **all** and every the several counters, presses, goods, implements and things herein before particularly mentioned, and which by virtue of the said recited indenture of lease, he the said *Arthur Aston*, his executors, administrators or assigns, may or might, at any time or times during the aforesaid term, or at the expiration thereof, at his or their wills and pleasures, lawfully take down, remove and carry from off the premises to his and their own use and uses as aforesaid; **And also** all and every other the goods, implements and things in the said inventory or appraisement, signed by the said *Hugh Harris* and *Kenrick Kelly*, particularly mentioned, **And** all the property, benefit and advantage thereof; **To have, hold**, retain, take, possess and enjoy the said counters, presses, goods, implements and other things last herein before granted and assigned, thereof,

Recital of the appraisement made.

The assignment of the term.

Premises.

Habendum.

The assignor covenants for quiet enjoyment,

free from incumbrances.

The assignees covenant to perform covenants in the lease,

and pay the rent, &c.

Consideration.

The assignment of the goods.

Habendum.

thereof, unto them the ſaid *Bruen Brown* and *Cyril Coates*, their executors, adminiſtrators and aſſigns, to and for their own uſe and benefit, and as their own proper goods and chattels, from henceforth abſolutely and for ever. In Witneſs, &c.

*(Horſeman.)*

## *An Aſſignment of a * Bond for the Payment of Money by Deed Poll.*

Recital of the bond.

What is now due. Conſideration of money.

Aſſignment.

Letter of attorney to receive the money.

TO all, &c. Whereas *J. W.* of ——— and *W. B.* of ——— in and by one bond of obligation, bearing date ——— which was in the year of our Lord ——, became jointly and ſeverally bound to *J. M.* of ———, in the penal ſum of ——— conditioned for the payment of ——— and intereſt, at a day long ſince paſt, as by the ſaid bond and condition thereof may appear: And whereas there now remains due to the ſaid *J. W.* for principal and intereſt on the ſaid bond, the ſum of ———; Now know all Men by theſe preſents, that the ſaid *J. M.* for and in conſideration of the ſum of ——— to him in hand paid by *T. E.* of ——— the receipt whereof the ſaid *J. M.* doth hereby acknowledge, He the ſaid *J. M.* hath aſſigned and ſet over, and by, *&c.* Doth, &c. unto the ſaid *T. E.* the ſaid recited bond or obligation, and the monies thereupon due and owing, and all right and intereſt thereof in and to the ſame. *(See an Habendum in the next Precedent.)* And the ſaid *J. M.* for the conſideration aforeſaid, hath made, ordained, conſtituted and appointed, and by theſe preſents doth make, ordain, conſtitute and appoint the ſaid *T. E.* his executors and adminiſtrators, his true and lawful attorney and attornies irrevocable for him, and in his name, and in the name and names of his executors and adminiſtrators, but for the ſole and proper uſe and benefit of the ſaid *T. E.* his executors, adminiſtrators and aſſigns, to aſk, require, demand and receive of the ſaid *J. W.* and *W. B.* and either of them, their and either of their heirs, executors and adminiſtrators, the monies due on the ſaid bond, and on non-payment thereof, they and either of them, their and either of their heirs, executors and adminiſtrators, to ſue for, recover and receive the ſame, and on payment thereof, to deliver up and cancel the ſaid bond, and give ſufficient releaſes and diſcharges thereof, and one or more attorney or attornies under him to conſtitute; and whatſoever the ſaid *T. E.* or his attorney ſhall lawfully do in the premiſes, the ſaid *J. M.* doth hereby allow and confirm.

Covenant.

And the ſaid *J. M.* for himſelf, his, *&c.* doth covenant and promiſe with the ſaid *T. E.* his, *&c.* that he the ſaid *J. M.* hath not, nor will receive the ſaid monies due or to be due on the ſaid bond, or any part thereof, neither ſhall or will releaſe or diſcharge the ſame, or any part thereof, nor ſhall or will diſavow, diſcontinue, releaſe or diſcharge any action, ſuit, bill, plaint, judgment, or execution thereupon, or for the ſame or any part thereof, to be had, brought, proſecuted or obtained, nor countermand or revoke any power or authority hereby given to the ſaid *T. E.* his, *&c.* without the ſpecial licence and conſent of the ſaid *T. E.* his executors, adminiſtrators or aſſigns, therein or thereunto firſt had and obtained in writing, or the rule, order or decree of ſome court of law or equity, but will own and allow of all lawful proceedings for recovery thereof; He the ſaid *T. E.* ſaving the ſaid *J. M.* harmleſs of and from any coſts that may happen to him thereby. In Witneſs, &c.

Indemnity.

## *Another Aſſignment of a Bond, for Payment of Money, by Indenture.*

Agreement to aſſign.

Conſideration of money.

Aſſignment.

THIS Indenture, &c. Between *A. J.* of, *&c.* of the one part, *(the aſſignor)* and *J. S.* of, *&c.* of the one part, *(the aſſignee.)* Whereas, &c. *(Recital of the bond:)* And whereas the ſaid *A. J.* (in conſideration of ——— hereafter mentioned to be paid to him by the ſaid *A. S.*) *Hath* agreed abſolutely to aſſign the ſaid before recited bond, and all principal and intereſt monies thereby ſecured, in ſuch manner as herein after is mentioned and expreſſed, of and concerning the ſame reſpectively: Now this Indenture witneſſeth, that the ſaid *A. J.* in conſideration of ———, the receipt whereof is hereby acknowledged, Hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents he the ſaid *A. J.* Doth fully, freely, clearly and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *J. S.* his executors, adminiſtrators and aſſigns, The ſaid herein above recited bond or obligation, and all and every ſum and ſums of money thereon now due and owing, or to become due and owing by virtue thereof, and all the right, title, intereſt, property, claim and demand whatſoever or howſoever of him the ſaid *A. J.* of, in or to the ſaid hereby aſſigned bond and monies thereby ſecured, together with the ſaid bond or writing obligatory, and all benefit and advantage whatſoever to be had or made thereof; To have, hold, receive, take and enjoy the ſaid bond, monies, and all and ſingular the laſt hereby aſſigned premiſes, unto, and to and for the only uſe and benefit of the ſaid *J. S.* his executors, adminiſtrators and aſſigns, from henceforth for ever: And for the better and more effectual enabling him the ſaid *J. S.* his executors, adminiſtrators and aſſigns, to recover and receive the ſaid hereby aſſigned money and premiſes, to and for his and their own uſe and benefit, he the ſaid *A. J.* Hath, &c. and by, *&c.* Doth nominate, make, conſtitute, authoriſe and appoint the ſaid *J. S.* his, *&c.* the true and lawful attorney and attornies, *&c.* *(as in the foregoing precedent.)*

Letter of attorney.

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* Bonds being *things in action*, are not in their nature aſſignable, though aſſignments are frequently made of them; but as the aſſignee cannot put the ſame in ſuit in his own name, there is always a letter of attorney inſerted for his receiving or ſuing for the money, *&c.* in the aſſignor's name, conſequently in a legal ſenſe, the whole amounts to little more than a letter of attorney; and yet the paper, parchment and wax of a bond, &c. may be aſſigned, and the aſſignee may keep or cancel it; but in ſome caſes by ſtatutes, a bond may be aſſigned, and the aſſignee may ſue upon it in his own name; as in bankruptcy and bail-bonds.——*See the Theoretical part of this work.*

*A Con-*

*A Conveyance and Aſſignment of a Mortgage in Fee as to Part, and for Years as to other Part, containing many Recitals and a Variety of Parties, occaſioned by meſne Aſſignments, Deaths, and Repreſentations.*

THIS Indenture of Six Parts, made the twelfth day of February, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Adam Aſh* of Aſhton in the county of Kent, Yeoman, of the firſt part, *Benjamin Bray* of Bruton in the county of Cambridge, Gentleman, and *Charles Creech* of Camford in the county of Eſſex, Yeoman (which ſaid *Benjamin Bray* and *Charles Creech* are truſtees named and appointed in and by the laſt will and teſtament of *Daniel Darby*, late of Dauly in the county of Eſſex, Gentleman, deceaſed, in truſt for *Frances Ewers*, herein after named) of the ſecond part, *Edward Ewers*, of Dauly aforeſaid, Eſquire, and the ſaid *Frances Ewers* his wife, daughter of the ſaid *Daniel Darby* (which ſaid *Edward Ewers* and *Frances* his wife, are executors of the ſaid laſt will and teſtament of the ſaid *Daniel Darby*) of the third part, *Gregory Grant* of London, Mercer, and *Hannah Grant* his wife, *Jonas Inge* of London, Grocer, and *Kezia Inge* his wife, and *Lucy Lund* of Tilſey in the ſaid county of Eſſex, Spinſter, (which ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, are the daughters of *Matthew Lund*, late of Camford aforeſaid, in the ſaid county of Eſſex, Gentleman, deceaſed, and the three acting executors in his laſt will and teſtament named) of the fourth part, *Nathaniel Nutt*, of Gray's Inn in the county of Middleſex, Gentleman, eldeſt ſon and heir of Sir *Oliver Nutt*, late of Gray's Inn aforeſaid, Knight, deceaſed, of the fifth part, and *Peter Pollard* of Gray's Inn aforeſaid, Eſquire, of the ſixth part. Parties.

Whereas by indentures of leaſe and releaſe, bearing date reſpectively the eighteenth and nineteenth days of September 1769, the ſaid *Nathaniel Nutt*, for the conſiderations therein mentioned, Did grant and releaſe unto the ſaid *Matthew Lund* and *Adam Aſh*, their heirs and aſſigns, All that the manor of Querne, with its rights, members, royalties and appurtenances in the ſaid county of Eſſex; And all that the manor-houſe and ſcite of the ſaid manor of Querne, With all barns, ſtables, dove-houſes, malt-houſes, out-houſes, edifices, buildings, orchards, gardens, yards, ways, eaſements, commons, common of paſture, ſheepwalks, foldcourſe and liberty of foldage, and all other eaſements and appurtenances whatſoever, to the ſaid manor-houſe, or ſcite of the ſaid manor belonging, or in any wiſe appertaining; And alſo all thoſe cloſes of paſture ground in Querne aforeſaid, near adjoining to the ſaid manor-houſe, ſometime in the poſſeſſion of *Richard Rand*, Eſquire, his aſſignee or aſſignees, then or then late in the poſſeſſion of the ſaid *Nathaniel Nutt*, *Samuel Rand*, Gentlemen, their under-tenants or aſſigns; And alſo all that other meſſuage or tenement, with the orchard and other the appurtenances thereunto belonging in Querne aforeſaid, then or then late in the tenure or occupation of *John Spencer*, his under-tenants or aſſigns; And alſo all that other meſſuage or tenement, with the cloſe and other the appurtenances thereunto belonging in Querne aforeſaid, then or then late in the tenure or occupation of *Samuel Slade*, his under-tenants or aſſigns; And alſo all other the manors, meſſuages, lands, tenements and hereditaments whatſoever of him the ſaid *Nathaniel Nutt*, ſituate, lying and being within the ſeveral pariſhes, fields, precincts and bounds of Querne aforeſaid, Careten, Grunden, Kinton, Shafford and Hutton, and in every, any or either of them in the ſaid county of Eſſex, or elſewhere within the ſaid county, with their and every of their rights, members and appurtenances, And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes, and of every part and parcel thereof; And all the eſtate, equitable right, title, intereſt, power and benefit of redemption, property, claim and demand whatſoever of him the ſaid *Nathaniel Nutt*, of, in, to or out of the ſame manor, meſſuages, lands, hereditaments and premiſes, or any part or parcel thereof; To hold to and to the uſe of the ſaid *Matthew Lund* and *Adam Aſh*, their heirs or aſſigns for ever; And it was in and by the ſaid recited indenture of releaſe declared, that the name of the ſaid *Adam Aſh*, and the eſtate to him and his heirs therein before conveyed, was In Truſt, and for the only uſe and benefit of the ſaid *Matthew Lund*, his executors, adminiſtrators and aſſigns, ſubject to the proviſo or condition therein and herein after mentioned. And the ſaid *Nathaniel Nutt*, in and by the ſaid indenture of releaſe, for the conſiderations therein mentioned, Did grant, bargain, ſell, aſſign and ſet over unto the ſaid *Matthew Lund*, his executors, adminiſtrators and aſſigns, All thoſe three meſſuages or tenements erected and built upon a certain piece of ground in the pariſh of St. Andrew Underſhaft, in or on the back ſide of a court there called Kirby's Court, near Leadenhall-Street, containing in length from eaſt to weſt ninety-four feet of aſſiſe, little more or leſs, and in breadth from north to ſouth at the weſt end thereof forty-two feet of aſſiſe, then or then late in the tenure or occupation of *Simon Simpſon*, *Titus Thompſon*, and *William Wade*, or ſome or one of them, their or ſome or one of their under-tenants or aſſigns; And alſo the ſame piece of ground, together with the uſe in common of the reſt of the ground thereunto adjoining, with other the tenants then or then late of one *John Mole*, with other the premiſes and appurtenances to the ſaid laſt mentioned meſſuages and premiſes belonging; To hold the ſame unto the ſaid *Matthew Lund*, his executors, adminiſtrators and aſſigns, from the day next before the day of the date of the ſame indenture, for the reſidue of a certain term of fifty years therein mentioned, which commenced on or about the feaſt of the Annunciation of the bleſſed Virgin Mary, which was in the year of our Lord 1759, Subject nevertheleſs to the proviſo or condition therein and next herein after mentioned: In which ſaid indenture of releaſe was contained a proviſo for making void the ſame indenture on payment of the ſum of one thouſand ſix hundred pounds principal money, and intereſt for the ſame at the rate of four pounds ten ſhillings *per cent. per annum*, by the ſaid *Nathaniel Nutt*, his heirs, executors, adminiſtrators and aſſigns, unto the ſaid *Matthew Lund*, his executors, adminiſtrators or aſſigns, on a certain day therein for that purpoſe mentioned and long ſince paſt. And whereas the ſaid *Nathaniel Nutt* did, on or about the twelfth day of Auguſt 1770, pay to the ſaid *Matthew Lund* fifty pounds in full for intereſt money to that day; and alſo the ſum of ſeven hundred pounds in part of the ſaid ſum of ſixteen hundred pounds principal money, as by the receipt of the ſaid *Matthew Lund* under his hand for the ſame, and indorſed on the ſaid indenture of releaſe may appear. And whereas the ſaid *Matthew Lund*, by writing under his hand bearing date the ſaid

Indentures of leaſe and releaſe recited, containing firſt a mortgage in fee to the perſon who advanced the money, and to another in truſt for him.

General words,

and containing an aſſignment of a leaſehold to the mortgagee, both to ſecure the ſame ſum.

Proviſo.

Recital, that part was paid by the mortgagor,

and the reſidue by another, for

whom the mortgagee by writing declared himſelf a truſtee.

ſaid twelfth day of Auguſt 1770, and indorſed on the ſaid recited indenture of releaſe (reciting that the ſaid principal ſum of one thouſand ſix hundred pounds was that day reduced to nine hundred pounds) did acknowledge that he had received of the ſaid *Daniel Darby* the ſaid ſum of nine hundred pounds, and did declare and agree, that the ſaid *Daniel Darby*, his executors, adminiſtrators and aſſigns, ſhould have the full benefit of the ſaid recited ſecurity; and that he the ſaid *Matthew Lund* was a truſtee for the ſaid *Daniel Darby*, his executors, adminiſtrators and aſſigns, for and concerning the ſame.

Recital of a further mortgage to the former mortgagees in fee, upon receipt by the mortgagor of a further ſum from the laſt ceſtuy que truſt.

**And whereas** by indenture tripartite, bearing date the twenty-fifth day of Auguſt 1771, *Reciting* to the effect as is herein before recited, and that there was then due to the ſaid *Daniel Darby*, upon the ſaid recited ſecurity, for principal and intereſt money the ſum of nine hundred and ſixty-nine pounds fifteen ſhillings, **The** ſaid *Nathaniel Nutt* in conſideration of one hundred and thirty pounds five ſhillings more to him paid by the ſaid *Daniel Darby*, and for other the conſiderations mentioned, *Did* (by the direction of the ſaid *Daniel Darby*) releaſe, ratify and confirm unto the ſaid *Matthew Lund* and *Adam Aſh*, their heirs and aſſigns, **The** ſaid manor, lands, hereditaments and premiſes in the ſaid county of Eſſex, with their appurtenances; **And all** his eſtate, equitable right, power and benefit of redemption, intereſt, title, claim and demand whatſoever, of, in, to or out of the ſame premiſes, every or any part thereof; **To hold** to and to the uſe of the ſaid *Matthew Lund* and *Adam Aſh*, their heirs and aſſigns for ever, freed and diſcharged of and from the ſaid proviſo and condition in the ſaid firſt recited indenture contained, and all and every proviſoes and agreements whatſoever for redemption thereof, or of any part thereof, *In truſt* for the ſaid *Daniel Darby*, his executors, adminiſtrators and aſſigns.

Proviſo.

**In** which ſaid laſt recited indenture was contained a proviſo or agreement for redemption of the premiſes on payment of the ſum of one thouſand one hundred pounds principal money and intereſt for the ſame, at the rate of five pounds *per cent. per annum*, by the ſaid *Nathaniel Nutt*, his heirs, executors, adminiſtrators or aſſigns, unto the ſaid *Daniel Darby*, his executors, adminiſtrators or aſſigns, at a day therein for that purpoſe limited and long ſince paſt; as by the ſaid recited indentures and writings, or indorſements, reference being thereunto reſpectively had, may more fully appear.

And that the money is ſtill due.

**And whereas** the ſaid ſum of one thouſand one hundred pounds principal money, or any part thereof, was not paid at the day in the ſaid laſt recited proviſo for that purpoſe limited, nor at any time ſince, but doth yet remain due and payable, whereby the ſaid reſpective eſtates and intereſts of the ſaid *Matthew Lund* and *Adam Aſh*, of and in the premiſes reſpectively, became abſolute in law, in truſt as aforeſaid.

The will of the laſt ceſtuy que truſt recited, deviſing the ſecurities to a married daughter, and appointing executors (ſome of the parties hereto).

**And whereas** the ſaid *Daniel Darby* (who is ſince dead) did in and by his laſt will and teſtament in writing, bearing date on or about the fifth day of September 1771, (among other things) give all his money at intereſt, together with all ſecurities to him or his truſtees made for payment of any ſum or ſums to him (except a bond for fifty pounds and intereſt) unto his truſty friends the ſaid *Benjamin Bray* and *Charles Creech*, upon truſt that they and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, ſhould continue the ſame at intereſt on the ſame ſecurities, or upon any other ſecurities, to be approved of by his ſon the ſaid *Edward Ewers* and *Frances* his wife, or the ſurvivor of them, and the intereſt from time to time to be paid to his ſaid daughter *Ewers*, whoſe receipt, notwithſtanding her coverture, ſhould be a diſcharge for the ſame. Provided, and his will was, that it ſhould be in the power of his ſaid daughter *Ewers*, to call in the ſame, or any part thereof, and that the ſame or ſuch part thereof as ſhe ſhould call in, both principal and intereſt money, ſhould be paid to her accordingly, whoſe receipt, notwithſtanding her coverture, ſhould be an ample diſcharge for the ſame. **And** the ſaid *Daniel Darby* did by his ſaid will give the *reſiduum* of his perſonal eſtate (after payment of his debts, legacies and funeral expences) unto the ſaid *Edward Ewers* and *Frances* his wife, whom he made executors of his ſaid will, as by the ſame will, ſince duly proved in the Prerogative Court of Canterbury by the ſaid executors, relation being thereunto had, (among other things) may more fully appear.

And of one of the mortgagees in truſt appointing executors (ſome of the parties hereto) who are truſtees for the daughter and ſon-in-law of the other deceaſed, as to the leaſeholds, and that the legal intereſt of the mortgage in fee is in the ſurviving mortgagee (in truſt, &c.)

**And whereas** the ſaid *Matthew Lund* is lately dead, having firſt duly made his laſt will and teſtament in writing, and thereof his then wife *Anne Lund*, the ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, executrixes (which ſaid *Anne Lund* hath hitherto refuſed to act in the ſaid executorſhip, and the ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, have ſince duly proved the ſaid will of the ſaid *Matthew Lund*, and taken on themſelves the burthen of the execution thereof, whereby they are become legally intitled to the reſidue of the ſaid term of fifty years of and in the ſaid meſſuages and premiſes in London, in truſt for the ſaid *Edward Ewers* and *Frances* his wife, or one of them, but ſubject to redemption by the ſaid *Nathaniel Nutt*. **And whereas** by reaſon of the deceaſe of the ſaid *Matthew Lund*, the legal eſtate and intereſt of and in the ſaid manor, meſſuages, lands, hereditaments and premiſes in the ſaid county of Eſſex, is wholly come to and veſted in the ſaid *Adam Aſh* by right of ſurvivorſhip, but in truſt as aforeſaid, and ſubject to ſuch redemption as aforeſaid.

Recites what is now due, and that the ſaid daughter has called in the money.

**And whereas** there is now due and owing upon the ſaid recited ſecurity for principal and intereſt until the day of the date hereof the ſum of three hundred and thirty pounds of lawful money of Great Britain.

The conveyance of the lands mortgaged in fee to a new mortgagee in fee, upon payment of the money to the executors of the ceſtuy que truſt, by direction of the daughter and her huſband, and of the mortgagor.

**And whereas** the ſaid *Frances Ewers*, in purſuance of the power to her given in and by the will of the ſaid *Daniel Darby* her late father, hath called in the ſaid ſum of one thouſand three hundred and thirty pounds due on the ſaid recited ſecurity. **Now this Indenture witneſſeth**, that for and in conſideration of the ſaid ſum of one thouſand three hundred and thirty pounds of lawful money of Great Britain to the ſaid *Benjamin Bray* and *Charles Creech*, or one of them, in truſt, and for the ſole and ſeparate uſe of the ſaid *Frances Ewers* in hand well and truly paid by the ſaid *Peter Pollard* (the proper debt of the ſaid *Nathaniel Nutt*) at the deſire and requeſt, and by the order and direction of the ſaid *Edward Ewers* and *Frances* his wife, and *Nathaniel Nutt* (teſtified by their being parties to and their ſealing and delivery of theſe preſents) in full for all principal money and intereſt due and owing upon the ſaid recited ſecurity, (the receipt and payment of which ſaid ſum of one thouſand three hundred and thirty pounds they the ſaid *Benjamin Bray*, *Charles Creech*, *Edward Ewers*, and *Frances* his wife, do hereby acknowledge, and thereof, and of every part thereof, do acquit, releaſe and diſcharge the ſaid *Peter Pollard* and *Nathaniel Nutt*, and each of them, their and each of their heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents,) **And** in conſideration of the ſum of ten ſhillings of like money to the ſaid *Adam Aſh*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers* and *Frances* his wife, and *Nathaniel Nutt*, in hand paid by the ſaid *Peter Pollard*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **They** the ſaid *Adam Aſh*, *Benjamin Bray*, and *Charles Creech*, (at the requeſt, and by the direction and appointment, as well of the ſaid *Edward Ewers* and *Frances* his wife, as of the ſaid *Nathaniel Nutt*, (teſtified

(teſtified as aforeſaid); And alſo they the ſaid *Edward Ewers* and *Frances* his wife, and *Nathaniel Nutt*, have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe preſents Do, and each and every of them Doth, grant, bargain, ſell, releaſe and confirm unto the ſaid *Peter Pollard*, his heirs and aſſigns, All and every the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes in the ſaid County of Eſſex, with their and every of their rights, privileges, members and appurtenances (all which ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes mentioned, or intended to be hereby granted and releaſed, are now in the actual poſſeſſion of the ſaid *Peter Pollard*, by virtue of a bargain and ſale to him thereof made by the ſaid *Adam Aſh* and *Nathaniel Nutt*, for the term of one whole year, in conſideration of five ſhillings to them reſpectively paid by the ſaid *Peter Pollard*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the ſtatute for transferring uſes into poſſeſſion made and provided); And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; And alſo all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *Adam Aſh*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers*, and *Frances* his wife, and *Nathaniel Nutt*, and of each and every or any of them, of, in, to or out of the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes mentioned or intended to be hereby granted and releaſed, or any of them, or any part or parcel thereof; To have and to hold the ſaid manor, meſſuages, lands, tenements, and all and ſingular other the premiſes mentioned, or intended to be hereby granted and releaſed, with their and every of their appurtenances unto the ſaid *Peter Pollard*, his heirs and aſſigns, To and for the only proper uſe and behoof of him the ſaid *Peter Pollard*, and his heirs and aſſigns for ever, ſubject to ſuch equity of redemption as is mentioned and agreed upon in one indenture tripartite of releaſe of the ſame premiſes, bearing even date herewith, and made or mentioned to be made between *Bryan Bing*, of London, Goldſmith, and *Charles Bing*, of London, Merchant, of the firſt part, the ſaid *Nathaniel Nutt*, of the ſecond part, and the ſaid *Peter Pollard*, of the third part. And the ſaid *Adam Aſh* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Peter Pollard*, his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *Adam Aſh* hath not at any time heretofore done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the ſaid premiſes mentioned or intended to be hereby granted and releaſed, or any of them, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. And this Indenture further witneſſeth, That for the conſiderations aforeſaid, and for and in conſideration of the ſum of ten ſhillings of like money, to the ſaid *Gregory Grant* and *Hannah* his wife, *Jonas Inge* and *Kezia* his wife, and *Lucy Lund*, in hand paid by the ſaid *Peter Pollard*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) They the ſaid *Gregory Grant* and *Hannah* his wife, *Jonas Inge* and *Kezia* his wife, and *Lucy Lund*, *Benjamin Bray*, and *Charles Creech*, at the requeſt, and by the direction and appointment as well of the ſaid *Edward Ewers* and *Frances* his wife, as of the ſaid *Nathaniel Nutt* (teſtified as aforeſaid): And alſo the ſaid *Edward Ewers* and *Frances* his wife, have, and each and every of them hath bargained, ſold, aſſigned and ſet over, and by theſe preſents Do, and each of them Doth bargain, ſell, aſſign and ſet over, And the ſaid *Nathaniel Nutt* hath granted, ratified and confirmed, and by theſe preſents Doth grant, ratify and confirm unto the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns, the ſaid meſſuages or tenements, ground and premiſes in the ſaid Pariſh of St. Andrew Underſhaft, London, with their and every of their appurtenances, And all the eſtate, right, title, term and term for years yet to come and unexpired, truſt, property, claim and demand whatſoever, both in law and equity, of them the ſaid *Gregory Grant* and *Hannah* his wife, *Jonas Inge* and *Kezia* his wife, *Lucy Lund*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers* and *Frances* his wife, and *Nathaniel Nutt*, and of each and every or any of them, of, in, to or out of the ſame premiſes, or any of them, or any part or parcel thereof; To have and to hold the ſaid meſſuages or tenements, ground and premiſes mentioned, or intended to be hereby aſſigned, ratified and confirmed as aforeſaid, with their appurtenances, unto the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of fifty years therein, ſubject to ſuch equity of redemption as is herein before mentioned, or referred to, of and concerning the ſaid manors, lands, hereditaments and premiſes in the ſaid county of Eſſex. And the ſaid *Gregory Grant* doth hereby for himſelf and the ſaid *Hannah* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns, that they the ſaid *Gregory Grant* and *Hannah* his wife, or either of them, have not, nor hath at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the premiſes mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. And the ſaid *Jonas Inge* doth hereby for himſelf and the ſaid *Kezia* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns, that they the ſaid *Jonas Inge* and *Kezia* his wife, or either of them, have not, nor hath at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the premiſes mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. And the ſaid *Lucy Lund* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns, that ſhe the ſaid *Lucy Lund* hath not at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the premiſes mentioned or intended to be hereby aſſigned, or any of them, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. And the ſaid *Edward Ewers* doth hereby for himſelf and the ſaid *Frances* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his executors, adminiſtrators and aſſigns reſpectively, that they the ſaid *Edward Ewers* and *Frances* his wife, and *Daniel Darby* deceaſed, or any of them, have not, nor hath at any time heretofore done, committed or ſuffered any act, matter or thing whatſoever, whereby, or by means whereof, the premiſes mentioned or intended to be hereby granted, releaſed and aſſigned reſpectively as aforeſaid, or any of them, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

*(Horſeman.)*

Premiſes.

General words.

Habendum.

The mortgagee in truſt covenants that he has not incumbered, &c.

Aſſignment of the leaſehold to the new mortgagee by the executors of the deceaſed truſtee, and of the ceſtuy que truſt (by direction of his daughter and legatee and her huſband, and of the mortgagor) and alſo by her and her huſband; with the confirmaion of the mortgagor.

Habendum.

An huſband of one of the executrixes of the truſtee covenants for himſelf and his wife againſt incumbrances.

The like by the huſband of another of them.

The like by the other executrix for herſelf.

The like by the huſband of the daughter and legatee for himſelf, his wife, and their teſtator.

*Aſſignment*

*Aſſignment (by Indorſement) of a Bond for Payment of Money.*

KNOW all Men by theſe preſents, that I the within named *Aaron Blagrave*, for and in conſideration of ——— of lawful money of, &c. to me in hand paid by *Charles Day*, of ———, at and before the ſealing and delivery of theſe preſents, the receipt whereof I do hereby acknowledge, Have granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents Do grant, &c. unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, the within written bond or obligation and condition, and the ſum of one thouſand pounds mentioned in the ſaid condition, and all intereſt due and to grow due for the ſame, and all my right, title, intereſt, claim and demand whatſoever, of, in and to the ſame; And I do authoriſe the ſaid *C. D.* in my name to demand, ſue for, receive, have, hold and enjoy the ſaid ſum of one thouſand pounds and intereſt, to his own uſe and behoof for ever. In Witneſs, &c.

*(Newnam.)*

*An Aſſignment of a Term (in Mortgage) which was created to raiſe Portions, and a Conveyance of a Mortgage in Fee, to raiſe Portions for three Siſters of the now Huſband, and then to attend the Uſes of his Marriage Settlement.*

THIS Indenture of Seven Parts, made the 16th day of May, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Adam Atkins* of, &c. Brewer, of the firſt part, *Brian Bowles* of, &c. Eſquire, (nephew and heir of *Charles Bowles*, late of, &c. Gentleman, deceaſed, who ſurvived *Daniel Dent*, late of, &c. Gentleman, alſo deceaſed, which ſaid *Daniel Dent* and *Charles Bowles* were truſtees for the ſame *Adam Atkins* as to the mortgage of the inheritance of the meſſuage, lands and hereditaments herein after releaſed, or mentioned ſo to be,) of the ſecond part, Dame *Elizabeth Evans* of, &c. widow, and relict of Sir *Francis Evans* of, &c. Knight, deceaſed, and executrix of his laſt will and teſtament (which ſaid Sir *Francis Evans*, *George Evans*, late of, &c. Eſquire, *Henry Hughes*, late of, &c. Eſquire, and *John Jeffs*, late of, &c. Gentleman, are all deceaſed, and which ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, were truſtees of the term of ninety-nine years herein after mentioned) *Katharine Kent*, *Luna Kent* and *Martha Kent*, all of, &c. Spinſters, ſiſters of *Nathaniel Kent*, next herein after named, of the third part, *Nathaniel Kent* of, &c. Eſquire, (eldeſt and only ſurviving ſon and heir of *Oliver Kent*, late of, &c. Eſquire, by *Prudence* his late wife, both deceaſed) and *Ruth* his wife, late *Ruth Smart*, of the fourth part, *Thomas Tims* of, &c. Eſquire, *Valentine Vinor* of, &c. Eſquire, *William Watts* of, &c. Eſquire, *Xerxes Young* of, &c. Eſquire, *Abel Adams* of, &c. Gentleman, and *Benjamin Bolt* of, Eſquire, (truſtees for and on behalf of the ſaid *Nathaniel Kent* and *Ruth* his wife, in the ſettlement herein after mentioned, made previous to their intermarriage) of the fifth part, *Charles Cotton* of, &c. Eſquire, of the ſixth part, and *David Dering* of, &c. Eſquire, of the ſeventh part. Whereas by indenture of leaſe and releaſe bearing date reſpectively on or about the 8th and 9th days of June 1742, and made or mentioned to be made between the ſaid *Oliver Kent*, of the one part, and the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, of the other part, All that the part then of him the ſaid *Oliver Kent*, Of and in the manor of Exton, in the county of Flint; And all that meſſuage or tenement ſituate, lying and being in Gurton in the ſaid county, &c. Together alſo with all and ſingular the meſſuages, cottages, lands, tenements and hereditaments whatſoever, then of him the ſaid *Oliver Kent*, lying and being in the ſeveral pariſhes of Exton aforeſaid, in the ſaid county of Flint, in whoſe tenure, occupation or poſſeſſion ſoever the ſame or any part thereof then were (except as therein is mentioned to be excepted;) And alſo all that the part then of him the ſaid *Oliver Kent* of and in the advowſon, free donation or liberty of preſentation to the church of the aforeſaid pariſh of Exton, With all the rights, members and appurtenances thereof, together alſo with all and ſingular the ſeveral and reſpective barns, ſtables, out-houſes, buildings, edifices, gardens, orchards, lands, meadows, leaſows, paſtures, feedings, woods, ways, waters, water-courſes, commons, waſtes, eaſements, courts, liberties, privileges, franchiſes, profits, commodities, emoluments, hereditaments and appurtenances whatſoever, to his ſaid part of the aforeſaid manor, and to the ſaid meſſuages, cottages, lands, tenements and hereditaments belonging, or in any wiſe appertaining, or thentofore commonly uſed, occupied, held or enjoyed to or with the ſame reſpectively, or uſually accepted, deemed, taken or known, as part, parcel or member thereof, with their reſpective appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, Were (amongſt other things) for the conſiderations therein mentioned, conveyed, aſſured and limited unto the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, and their heirs; *To the Uſe* of the ſaid *Oliver Kent* and his aſſigns during his life; And from and after his deceaſe, *To the Uſe* of the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, their executors, adminiſtrators and aſſigns, for the term of ninety-nine years, with remainder to the uſe of the ſaid *Nathaniel Kent*, and the heirs male of his body, *With* divers remainders over, which term of ninety-nine years was thereby declared to be in truſt for raiſing and paying ſuch yearly maintenance for the children of the ſaid *Oliver Kent* as are therein mentioned; *And alſo upon Truſt*, that by leaſing of the ſaid meſſuages or tenements, lands and hereditaments compriſed in the ſame term, or any part or parts thereof, they the ſaid truſtees and the ſurvivor of them, ſhould raiſe for the portions of *Henry Kent*, *Jane Kent*, and the ſaid *Katharine Kent*, *Luna Kent* and *Martha Kent* (the younger children of the ſaid *Oliver Kent*) the ſeveral ſums of ſix hundred pounds a-piece, to be paid them at the times and in manner therein mentioned. And whereas by indenture bearing date on or about the 16th day of September 1752, and made or mentioned to be made between the ſaid Sir *Francis Evans* of the firſt part, the ſaid *Adam Atkins* of the ſecond part, and the ſaid *Nathaniel Kent* of the third part, reciting partly to the effect as herein before recited; *And alſo reciting* that the ſaid *Nathaniel Kent* was deſirous to raiſe one thouſand two hundred pounds for payment of ſome of the ſaid portions (which were then come due) by and out of the ſaid meſſuage, lands and hereditaments therein and next herein after mentioned, being part of the truſt eſtate compriſed in the ſaid term, It was thereby

A ſettlement by leaſe and releaſe recited of a manor lands. Parcels,

and part of an advowſon. General words,

to truſtees to the uſe of the granter for life, remainder to the truſtees for ninety nine years, remainder to the eldeſt ſon a party hereto in tail male, the uſe of the term to raiſe maintenance for younger children of the granter, and portions.

A mortgage for years recited, by which

thereby witnesseth, That in consideration of the sum of one thousand two hundred pounds therein mentioned to be paid by the said *Adam Atkins* to the said Sir *Francis Evans*, for the purposes aforesaid, by the direction of the said *Nathaniel Kent*, He the said Sir *Francis Evans* Did by the like direction demise, bargain, sell, assign and set over, and the said *Nathaniel Kent* Did grant, ratify and confirm unto the said *Adam Atkins*, his executors, administrators and assigns, All that messuage and tenement, with the appurtenances, situate, lying and being in Exton, in the county of Flint, then late in the holding of *Henry Kent*, or his assigns, and afterwards in the holding or occupation of *Kenelm Kent*, his assigns or under-tenants, And all houses, barns, buildings, yards, gardens, orchards, lands, meadows, leasows, woods, underwoods and pasture grounds, and other hereditaments to the said messuage and tenement, or to either of them belonging, or therewith used and enjoyed, containing in the whole, *&c.* And all houses, buildings, yards, gardens, lands, meadows, leasows, pastures, ways, waters, watercourses, commons, common of pasture, turbaries, profits, emoluments, hereditaments and appurtenances whatsoever to the same messuages, mill, lands, hereditaments and premises belonging, or in any wise appertaining, with their appurtenances, and the reversion and reversions, remainder and remainders thereof; To hold unto the said *Adam Atkins*, his executors, administrators and assigns, from the day next before the date thereof, for the term of eighty-four years, Under a proviso therein contained, for making void the same term on payment by the said Sir *Francis Evans*, his executors or administrators, or by the said *Nathaniel Kent*, his heirs or assigns, unto the said *Adam Atkins*, his executors, administrators or assigns, of the sum of one thousand two hundred pounds, and interest for the same, after the rate of five pounds *per cent. per annum*, at certain days therein for that purpose mentioned, and long since past. And whereas by indentures of lease and release, bearing date respectively on or about the 7th and 8th days of May 1753, the release being tripartite, and made or mentioned to be made between the said *Nathaniel Kent*, of the first part, the said *Daniel Dent* and *Charles Bowles* of the second part, and the said *Adam Atkins* of the third part, He the same *Nathaniel Kent*, for the considerations aforesaid, Did grant and convey unto the said *Daniel Dent* and *Charles Bowles*, their heirs and assigns, All the said messuages or tenements, mill, lands, hereditaments and premises above recited, and mentioned to be demised to the said *Adam Atkins*, his executors, administrators and assigns as aforesaid, with their appurtenances, And the reversion and reversions, remainder and remainders thereof; To hold unto, and to the use of the said *Daniel Dent* and *Charles Bowles*, their heirs and assigns, *In Trust* for the better securing the payment of the said sum of one thousand two hundred pounds principal money, and interest for the same, according to the purport of the said recited indenture of the 16th day of September 1752, and subject to a proviso or agreement in the said indenture tripartite of release contained, for redemption of the premises on payment of the same principal money and interest accordingly, as in and by the said recited indentures, relation being thereunto severally had, may more fully and at large appear. And whereas a certain mortgage for a term of one thousand years of and in the estate of *Leonard Lant*, Esquire, in the county of Middlesex, for securing unto the said *Ruth*, wife of the said *Nathaniel Kent*, then *Ruth Smart*, the principal sum of two thousand pounds and interest (being part of her portion) was previous to her intermarriage with the said *Nathaniel Kent*, assigned and transferred unto the said *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, their executors, administrators and assigns, in trust to call and get in the monies so secured by the same mortgage (which hath lately been paid in to them accordingly) and thereby and thereout to pay off and discharge (amongst other incumbrances affecting the estates of the said *Nathaniel Kent* in the counties of Oxon and Flint, settled on his marriage with the said *Ruth*) all principal monies and interest due and owing to the said *Adam Atkins* on his said recited securities, which were thereupon to be assigned and conveyed respectively to the uses, or to be subservient to the uses limited, concerning the messuages, lands and hereditaments comprised in such securities, in and by the release and settlement herein after mentioned, made previous, and in order to the marriage of the said *Nathaniel Kent* with the said *Ruth* his wife. And whereas three hundred pounds, part of the said principal sum of one thousand two hundred pounds, hath already been paid off and satisfied unto the said *Adam Atkins* by the said *Nathaniel Kent*, so that there now remains due and owing to the said *Adam Atkins* on his said recited security the sum of nine hundred pounds principal money, all interest having been paid until the day of the date of these presents. Now this Indenture witnesseth, That for and in consideration of the sum of nine hundred pounds of lawful money of Great Britain (being part of the said sum of two thousand pounds secured by the said mortgage for one thousand years, and paid in to the said trustees for the same as aforesaid to the said *Adam Atkins* in hand paid by the said *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, at or before the ensealing and delivery of these presents, by the direction and appointment of the said *Nathaniel Kent* and *Ruth* his wife (testified by their being parties to and executing these presents) in full discharge of all principal monies and interest now due and owing to the said *Adam Atkins* on his said recited securities, (the receipt and payment of which said sum of nine hundred pounds, he the said *Adam Atkins* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams*, *Benjamin Bolt* and *Nathaniel Kent*, and each and every of them, their and each and every of their heirs, executors, administrators and assigns, for ever by these presents;) And in consideration of the sum of five shillings of like money to the said *Adam Atkins* in hand paid by the said *Charles Cotton* at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged) He the said *Adam Atkins*, (by the direction and appointment, and at the nomination of the said *Nathaniel Kent* and *Ruth* his wife, *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams and Benjamin Bolt*, testified severally by their being parties to and executing these presents) Hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargain, sell, assign, transfer and set over unto the said *Charles Cotton*, his executors, administrators and assigns, All the said messuages or tenements, mill, lands, hereditaments, and other the premises, in and by the said recited indenture of the 16th day of September 1752, demised, ratified and confirmed as aforesaid, or mentioned or intended so to be, with their and every of their appurtenances, And all the estate, right, title, interest, term and terms of years yet to come and unexpired, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Adam Atkins*, of, in, to or out of the same messuages or tenements, mill, lands, hereditaments and premises, every or any part or parcel thereof, by virtue of the same indenture, or otherwise howsoever, together with the same indenture;

the son and the trustees demised part of the trust estate to raise some of the portions,

Premises.

General words

Habendum.

Proviso,

and a mortgage in fee of the same part to the same mortgagee, and other trustees, for securing the same money.

An assignment of a mortgage for years recited (the money due thereon being part of the portion of the son's wife) in trust to pay off incumbrances affecting the above part of his estates, the securities to be assigned,

and that the principal hath been paid to the mortgagee in the other mortgage.

The mortgagee (being paid his money) by appointment of the son (the heir of the mortgager and his wife, assigns the mortgage-term to trustees.

Habendum.

denture; **To have and to hold** the ſaid meſſuages or tenements, mill, lands, hereditaments, and all and ſingular other the premiſes herein before aſſigned, or mentioned ſo to be, with the appurtenances, unto the ſaid *Charles Cotton*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of eighty-four years therein, **In Truſt** *nevertheleſs* to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame premiſes, and to be ſubſervient to the uſes, truſts and eſtates thereof limited, or mentioned to be limited (among other hereditaments) in and by a certain indenture tripartite of releaſe and ſettlement, bearing date on or about the 29th day of October 1778, and made or mentioned to be made between the ſaid *Nathaniel Kent*, of the firſt part, the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, of the ſecond part, and the ſaid *Ruth* now wife of the ſaid *Nathaniel Kent*, by the name of *Ruth Smart*, Spinſter, youngeſt daughter of Sir *Matthew Smart*, Baronet, of the third part, made previous and in order to the marriage of the ſame *Nathaniel Kent* and *Ruth* his ſaid wife, to the end to protect the ſame premiſes from all meſne incumbrances. **And this Indenture further witneſſeth,** That for the conſiderations aforeſaid, and alſo in conſideration of the ſum of ten ſhillings of like money to the the ſaid *Brian Bowles* in hand paid by the ſaid *Thomas Tims* and *Valentine Vinor*, at or before the ſealing and delivery of theſe preſents (the receipt whereof is hereby acknowledged) **The** ſaid *Brian Bowles* (at the requeſt and by the direction and appointment of the ſaid *Adam Atkins*, teſtified by his being a party to and executing theſe preſents, **And alſo** with the conſent and at the nomination of the ſaid *Nathaniel Kent* and *Ruth* his wife, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt* (teſtified as aforeſaid) **Hath** bargained, ſold, releaſed and confirmed, and by theſe preſents **Doth** bargain, ſell, releaſe and confirm unto the ſaid *Thomas Tims* and *Valentine Vinor*, their heirs and aſſigns, **All the ſaid** meſſuages or tenements, mill, lands, hereditaments and other the premiſes, in and by the ſaid recited indentures of leaſe and releaſe of the 7th and 8th of May 1753, granted and conveyed, or mentioned to be granted and conveyed unto, and to the uſe of the ſaid *Daniel Dent* and *Brian Bowles*, their heirs and aſſigns as aforeſaid, with their appurtenances, **All which** ſaid meſſuages or tenements, lands, hereditaments and premiſes laſt mentioned, are now in the actual poſſeſſion of the ſaid *Thomas Tims* and *Valentine Vinor*, by virtue of a bargain and ſale to them thereof made by the ſaid *Brian Bowles* for the term of one whole year, in conſideration of five ſhillings to him paid by the ſaid *Thomas Tims* and *Valentine Vinor*, in and by one indenture bearing date the day next before the day of the date of theſe preſents, and by force of the ſtatute for transferring uſes into poſſeſſion made and provided, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, **And all** the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Brian Bowles*, of, in, to or out of the ſaid meſſuages or tenements, mill, lands, hereditaments and premiſes laſt mentioned, every or any part thereof, by virtue of the ſaid indentures of leaſe and releaſe of the 7th and 8th days of May 1753, or otherwiſe howſoever, **Together** with the ſame indentures, **To have and to hold** the ſaid meſſuages or tenements, mill, lands, hereditaments and premiſes laſt mentioned, with their and every of their appurtenances, unto the ſaid *Thomas Tims* and *Valentine Vinor*, their heirs and aſſigns, to ſuch uſes, upon ſuch truſts, and for ſuch eſtate and eſtates, and under and ſubject to ſuch proviſoes and agreements, as in and by the ſaid indenture tripartite of releaſe and ſettlement of the 29th day of October 1778, are and were limited, expreſſed and declared of and concerning the ſame premiſes (amongſt other hereditaments.) **And the ſaid** *Brian Bowles* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Thomas Tims* and *Valentine Vinor*, their heirs and aſſigns, that he the ſaid *Brian Bowles* hath not at any time heretofore done or committed any action, matter or thing whatſoever, whereby or by means whereof the ſaid meſſuages or tenements, mill, lands, hereditaments and premiſes herein before releaſed or mentioned ſo to be, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in any wiſe howſoever. **And the ſaid** *Adam Atkins* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Charles Cotton*, his executors, adminiſtrators and aſſigns, that he the ſaid *Adam Atkins* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid meſſuages or tenements, mill, lands, hereditaments and premiſes herein before aſſigned and releaſed reſpectively, or any part thereof, or the ſaid term of eighty-four years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in title, charge, eſtate or otherwiſe howſoever. **And whereas** the ſaid *Henry* and *Jane Kent*, two of the ſaid younger children of the ſaid *Oliver Kent* having already been paid and ſatisfied their reſpective portions of ſix hundred pounds a-piece, and all the intereſt for the ſame, and maintenances provided for their benefit by the ſaid firſt recited indenture of releaſe as aforeſaid, by and with the ſaid one thouſand two hundred pounds borrowed of the ſaid *Adam Atkins* for that purpoſe, there only remains due and owing to the ſaid *Katharine*, *Luna* and *Martha Kent*, the ſaid three other younger children of the ſame *Oliver Kent*, the ſeveral ſums of ſix hundred pounds a-piece provided for their portions reſpectively in and by the ſame indenture, all intereſt incurred due for the ſame portions, and all ſum and ſums of money thereby provided for their maintenances reſpectively by the ſame indenture having already been paid and ſatisfied by the ſaid *Nathaniel Kent*, which they do hereby own and acknowledge; **Which** ſaid laſt mentioned ſums of ſix hundred pounds a-piece (making together one thouſand eight hundred pounds) were alſo to be paid off by and out of the ſaid two thouſand pounds ſecured on the ſaid mortgage for one thouſand years, and now paid in to the ſaid truſtees for the ſame as above mentioned, and thereupon the ſaid term of ninety-nine years for raiſing the ſame portions was to be aſſigned in truſt, to be ſubſervient to the uſes limited by the ſaid ſettlement made previous and in order to the intermarriage of the ſaid *Nathaniel Kent* and *Ruth* his wife as aforeſaid. **And this Indenture further witneſſeth,** That for and in conſideration of the ſum of ſix hundred pounds a-piece of lawful money of Great Britain (making together one thouſand eight hundred pounds, and being alſo other part of the ſaid two thouſand pounds ſecured by the ſaid mortgage for one thouſand years, and paid in to the ſaid truſtees for the ſame as aforeſaid) to the ſaid *Katharine*, *Luna* and *Martha Kent*, in hand paid by the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, at or before the ſealing and delivery of theſe preſents, with the conſent and by the direction and appointment of the ſaid Dame *Elizabeth Evans* and *Nathaniel Kent* and *Ruth* his wife (teſtified by their being parties to and executing theſe preſents) in full diſcharge of all portions and maintenance, ſum and ſums of money, and other proviſion whatſoever, provided for the benefit of them the ſaid *Katharine*, *Luna* and *Martha*

A leaſe and releaſe to truſtees by the ſame heir and his wife, of the mortgage in fee.

The truſt to attend the inheritance, &c.

Habendum, upon truſts.

The mortgagee's truſtee covenants that he has not incumbered.

The like covenant as to the firſt mortgage-term.

Recital that three portions for younger children are ſtill due,

and are to be paid out of their brother's wife's portion, ſecured by the ſecond term, and thereupon the firſt term to be aſſigned in truſt, &c.

In conſideration of theſe portions paid, &c.

*Martha Kent*, every or any of them reſpectively, by virtue of the ſaid firſt recited indenture of releaſe, the receipt and payment of which ſaid laſt mentioned ſums of ſix hundred pounds a-piece (making together one thouſand eight hundred pounds), accordingly they the ſaid *Katharine*, *Luna* and *Martha Kent* do hereby reſpectively acknowledge, and thereof and of every part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams*, *Benjamin Bolt* and *Nathaniel Kent*, and each and every of them, their and each and every of their heirs, executors, adminiſtrators and aſſigns, for ever by theſe preſents, and in conſideration of the ſum of five ſhillings of like money to the ſaid Dame *Elizabeth Evans* in hand paid by ſaid *David Dering*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **She** the ſaid Dame *Elizabeth Evans*, (with the conſent, and by the direction and appointment of the ſaid *Katharine*, *Luna* and *Martha Kent*, *Nathaniel Kent* and *Ruth* his wife, *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt* (teſtified ſeverally by their being parties to and executing theſe preſents) **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **Doth** bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *David Dering*, his executors, adminiſtrators and aſſigns, **All that** the abovementioned part of the ſaid manor of Exton, and the ſaid meſſuages, lands, tenements, part of the ſaid advowſon, hereditaments and premiſes, in and by the ſaid firſt recited indenture of releaſe limited (amongſt other things) to the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, their executors, adminiſtrators and aſſigns, for the ſaid term of ninety-nine years, in truſt as aforeſaid, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, term and terms of years yet to come and unexpired, truſt, property, claim and demand whatſoever of her the ſaid Dame *Elizabeth Evans*, of, in, to or out of the ſame hereditaments and premiſes laſt mentioned, every or any part thereof, by virtue of the ſaid laſt mentioned indenture, and laſt will and teſtament of the ſaid Sir *Francis Evans*, or either of them, or otherwiſe howſoever; **To have and to hold** the ſaid part of the ſaid manor, and the ſaid meſſuages, lands, tenements, part of the ſaid advowſon, hereditaments, and all and ſingular other the ſaid laſt mentioned premiſes, with their and every of their appurtenances, unto the ſaid *Daniel Dering*, his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue yet to come and unexpired of the ſaid term of ninety-nine years therein, **In Truſt** *nevertheleſs* to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame premiſes, and to be ſubſervient to the uſes, truſts and eſtates thereof, limited or mentioned to be limited, (amongſt other hereditaments in and by the abovementioned indenture tripartite of releaſe and ſettlement of the twenty-ninth day of October 1728,) to the end to protect the ſame from all meſne incumbrances. **And the ſaid** Dame *Elizabeth Evans* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Dering*, his executors, admiſtrators and aſſigns, that ſhe the ſaid Dame *Elizabeth Evans* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid hereditaments and premiſes herein before by her aſſigned or mentioned ſo to be, or the ſaid term of ninety-nine years therein is, are, ſhall or may be ſurrendered, forfeited or avoided or impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

The firſt term is aſſigned.

in truſt to attend the inheritance, and uſes of the ſettlement upon the ſon's marriage.

The repreſentative of the ſurviving truſtee covenants, that ſhe hath not done any thing to incumber, &c.

*(Horſeman.)*

*Aſſignment of a Bond as a collateral Security for Money borrowed, for which the Aſſignor of this Bond has likewiſe given his own Bond.*

**THIS Indenture**, made the tenth day of Auguſt, in the year, *&c.* and in the year of our Lord 1779, **Between** *James Moore* of, *&c.* of the one part, and *Edward Cook* of, *&c.* of the other part. **Whereas** *G. J.* Eſquire, by his bond or obligation, bearing date, *&c.* is and ſtands bound unto the ſaid *J. M.* in the ſum of fifty pounds, with condition thereunder written, for payment unto the ſaid *J. M.* his executors, adminiſtrators or aſſigns, of the full ſum of twenty-five pounds, on or before, *&c.* **And whereas** the ſaid *J. M.* having occaſion to borrow the ſum of twenty-one pounds, he the ſaid *E. C.* before the executing hereof, hath at the requeſt of the ſaid *J. M.* actually advanced, lent and paid to him the ſame; and as a ſecurity for repayment thereof, with intereſt, he the ſaid *J. M.* by his bond or obligation, bearing even date with, and executed immediately before theſe preſents, is and ſtands bound unto the ſaid *E. C.* in the penal ſum of forty-two pounds, with condition thereunder written for payment of the ſaid ſum of twenty-one pounds, together with legal intereſt for the ſame, on or before the, *&c.* then and now next enſuing, as by the ſaid two bonds, relation being thereunto had, more fully may appear: **And whereas** previous to and before the lending of the ſaid ſum of twenty-one ponnds, he the ſaid *J. M.* (as a further ſecurity for payment of the ſame, and the intereſt thereof,) propoſed and agreed to aſſign unto the ſaid *E. C.* the ſaid firſt recited bond, and all monies thereby ſecured, in ſuch manner, and ſubject as herein after is in that behalf mentioned: **Now this Indenture witneſſeth**, That in purſuance of the ſaid recited agreement, and in conſideration of the ſaid ſum of twenty-one pounds ſo lent and paid to the ſaid *J. M.* by the ſaid *E. C.* as aforeſaid, the receipt whereof is by him the ſaid *J. M.* hereby acknowledged, and for divers other good and valuable cauſes and conſiderations him thereunto eſpecially moving, **he** the ſaid *J. M.* **hath**, and by theſe preſents **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. C.* **the** firſt herein before in part recited bond, made from the ſaid *G. J.* to the ſaid *J. M.* as aforeſaid, and all and every the ſum and ſums of money thereby ſecured and to become due and owing by virtue thereof, **And alſo** all the right, title, intereſt, property, claim and demand whatſoever of him the ſaid *J. M.* either at law or in equity, of, in, or to the ſaid hereby aſſigned monies and premiſes, by virtue of the ſaid firſt recited bond, or otherwiſe howſoever, together with the ſame bond, and all benefit and advantage whatſoever to be had or made thereof; **To have, hold**, receive, take and enjoy the ſame bond, monies, and all and ſingular other the hereby aſſigned premiſes, **Unto**, and to and for the only uſe and benefit of the ſaid *E. C.* his executors, adminiſtrators and aſſigns, as and for his and their own proper monies, for evermore; (**Subject nevertheleſs** to the proviſo herein after contained touching the ſame;) **And** for the more effectual enabling him the ſaid *E. C.* his executors, adminiſtrators and aſſigns, to recover and receive all and ſingular the hereby aſſigned monies and premiſes, to and for his and their own uſe and benefit, ſubject nevertheleſs to

Recital of the bond to be aſſigned.

Money borrowed.

A bond given for the ſame.

Agreement as a collateral ſecurity.

Conſideration.

Aſſignment.

Letter of attorney.

to the ſaid proviſo, He the ſaid *J. M.* hath, and by theſe preſents Doth nominate, make, conſtitute, ordain, authorize and appoint the ſaid *E. C.* his executors, adminiſtrators and aſſigns, the true and lawful attorney and attornies irrevocable of him the ſaid *J. M.* his executors and adminiſtrators, and in his or their name, place and ſtead, or otherwiſe, to aſk, demand and receive of the ſaid *G. J.* his, *&c.* all and every the ſum and ſums of money to become due and payable, by virtue of his ſaid recited bond ſo made to the ſaid *J. M.* as aforeſaid, and upon non-payment thereof, to commence, ſue and proſecute to effect, any action or ſuit, either at law or in equity againſt the ſaid *G. J.* his heirs, executors or adminiſtrators, for the recovering and receiving the ſame, and upon receipt thereof, or any part thereof, to give proper and ſufficient diſcharges in the name of the ſaid *J. M.* his executors and adminiſtrators, or otherwiſe for the ſame; and the ſaid *J. M.* doth hereby for himſelf, his executors and adminiſtrators, give and grant his and their full, whole and abſolute property, unto the ſaid *E. C.* his executors, adminiſtrators and aſſigns, in all and ſingular the ſaid hereby aſſigned monies and premiſes, as well for the recovering and receiving thereof, as alſo for the releaſing and diſcharging the ſame, and that as fully, effectually and abſolutely, and in as large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as if he the ſaid *J. M.* his executors or adminiſtrators were perſonally preſent, and had actually done the ſame; and the ſaid *J. M.* doth hereby eſtabliſh, ratify, allow and confirm all and every ſuch lawful act and things, as he the ſaid *E. C.* his executors, adminiſtrators or aſſigns, ſhall do or cauſe to be done touching the premiſes by virtue of theſe preſents. Provided always, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *J. M.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *E. C.* his executors, adminiſtrators or aſſigns, at or in his now dwelling-houſe, ſituate in V. Sreet aforeſaid, the ſaid ſum of twenty-one pounds, together with legal intereſt for the ſame, on or before the ſaid ——— day of ——— next enſuing the date hereof, without any deduction for taxes, or any other charges whatſoever, that then and from thenceforth theſe preſents ſhall be utterly void and of no effect; And that then alſo the ſaid two recited bonds ſhall be by him the ſaid *E. C.* his executors, adminiſtrators or aſſigns, delivered up to the ſaid *J. M.* his executors or adminiſtrators, (caſualty of fire, and all other inevitable accidents only excepted;) any thing to the contrary thereof notwithſtanding. And the ſaid *J. M.* for himſelf, his executors and adminiſtrators, doth hereby covenant with the ſaid *E. C.* his executors, adminiſtrators and aſſigns, in manner as follows, *viz.* That he the ſaid *J. M.* his, *&c.* ſhall and will well and truly pay unto the ſaid *E. C.* his executors, adminiſtrators or aſſigns, the ſaid ſum of twenty-one pounds, and the intereſt thereof, at the place, on the day, and in the manner as in the abovementioned proviſo is appointed for payment of the ſame, according to the true intent and meaning thereof and of theſe preſents; And that he the ſaid *J. M.* hath not at any time heretofore releaſed or diſcharged the ſaid firſt recited bond or obligation, nor ſhall he the ſaid *J. M.* his executors or adminiſtrators, during the continuance of the ſecurity hereby made, (without the conſent of the ſaid *E. C.* his executors, adminiſtrators or aſſigns, firſt had in writing for that purpoſe,) releaſe or diſcharge the ſame bond, or all or any part of the monies thereby ſecured, nor ſhall or will (without ſuch conſent as aforeſaid,) diſavow, diſcontinue, releaſe or diſcharge any action or ſuit, which at any time hereafter ſhall or may be brought or commenced for recovery of the ſaid hereby aſſigned monies and premiſes, nor revoke or countermand any power or authority hereby given to the ſaid *E. C.* his executors, adminiſtrators or aſſigns, without ſuch his or their conſent as aforeſaid. And laſtly, (if default ſhall be made in payment of the ſaid ſum of twenty-one pounds and intereſt, or any part thereof, on the day and in manner aforeſaid,) that then he the ſaid *J. M.* his executors and adminiſtrators, (at the requeſt of the ſaid *E. C.* his executors, adminiſtrators or aſſigns) ſhall and will at any time then after make, do and execute any act, matter or thing, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the more perfect and abſolute aſſigning of the ſaid hereby aſſigned bond, monies and premiſes, unto and to the uſe of the ſaid *E. C.* his executors, adminiſtrators and aſſigns, (free and abſolutely diſcharged of the aforeſaid proviſo,) as by his or their counſel at law ſhall be reaſonably adviſed or required. In Witneſs, &c.

Proviſo, that theſe preſents ſhall be void on payment of the money borrowed, and that the two recited bonds ſhall be delivered up to the aſſignor.

Covenant to pay the money borrowed; that the aſſignor has not releaſed, &c.

In caſe of default in payment, the aſſignor to execute any further act, &c.

*(Newnam.*

## *Aſſignment (by Indorſement) of a Leaſe.*

Be it remembered, That I the within named *John Brown*, for and in conſideration of the ſum of one hundred pounds by me due and owing unto *Richard Jones*, of ———, and for and in conſideration of the ſum of five ſhillings to me in hand paid at or before the ſealing and executing of this indorſement (the receipt whereof I do hereby acknowledge) have, for me, my executors and adminiſtrators, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents Do grant, *&c.* unto the ſaid *Richard Jones*, his executors, adminiſtrators and aſſigns, As well the within written indenture, As alſo all the meſſuages or tenements, hereditaments and premiſes within mentioned to be demiſed or granted to me, And likewiſe all my eſtate, right, title, intereſt, claim, property and demand of, in or to the ſame, which I now have or hereafter may have or claim of, in or to the ſame, either by force, virtue or means of the within written indenture, or otherwiſe howſoever. Witneſs my hand and ſeal this 10th day of May, 1779.

*(Newnam.)*

An

*An Aſſignment and Surrender (by Indorſement) of a Mortgage-Term to a Purchaſor of the Inheritance, the Mortgage Money being paid off.*

WHEREAS ſince the making and executing the within written indenture, the within named *A. A.* and *B. A.* have conveyed the freehold and inheritance of the within mentioned manors, meſſuages, lands, tenements and hereditaments, with their appurtenances, unto and to the uſe of *C. C.* of, *&c.* Eſquire, his heirs and aſſigns for ever, (ſubject to the within mentioned term of five hundred years for ſecuring the within mentioned ſum of nine thouſand pounds and intereſt.) And whereas the ſaid *C. C.* hath on or before the day of the date hereof paid unto the within named *D. D.* Eſquire, all monies both principal and intereſt due and owing upon the ſaid ſecurity, (the receipt and payment whereof he the ſaid *D. D.* doth hereby acknowledge.) Now know all Men by theſe preſents, that in conſideration of the premiſes, and of five ſhillings of lawful money of Great Britain to the ſaid *D. D.* in hand paid by the ſaid *C. C.* at or before the ſealing and delivery hereof, (the receipt whereof is hereby alſo acknowledged,) He the ſaid *D. D.* Hath aſſigned and ſurrendered, and by theſe preſents doth aſſign and ſurrender unto the ſaid *C. C.* his heirs and aſſigns, The ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, And all his the ſaid *D. D.*'s eſtate and term, and intereſt therein; To have and to hold the ſame, and every part thereof, unto the ſaid *C. C.* his heirs and aſſigns, to his and their uſe, during the reſidue of the aforeſaid term of five hundred years, to the end the ſame may be merged and drowned in the inheritance of the premiſes which now is in the ſaid *C. C.* In Witneſs, &c.

Recital

that principal and intereſt are paid off.

Aſſignment and ſurrender.

Habendum

*(Newnam.)*

*An Aſſignment and Conveyance of ſeveral Mortgages for Years, and in Fee, and Leaſes, by the Aſſignee and his Truſtees, to a new Aſſignee and his Truſtees reſpectively. The Conveyance in Fee is by Leaſe and Releaſe, the Releaſe being contained in this Deed.*

THIS Indenture of Five Parts, made the 19th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, Between *Abraham Axted*, of *&c.* Eſquire, of the firſt part, *Brian Axted*, Eſquire, one of the ſons of the ſaid *Abraham Axted*, and Sir *Chriſtopher Clark*, of, *&c.* Knight, (which ſaid *Brian Axted* and Sir *Chriſtopher Clark* are truſtees for the ſaid *Abraham Axted* as to the inheritance of the freehold, manors, meſſuages, lands and hereditaments herein after mentioned) of the ſecond part, *David Dunch*, of, *&c.* Eſquire, of the third part, *Andrew Aring*, of, *&c.* Eſquire, of the fourth part, and *Benjamin Berne* and *Charles Crew*, both of London, Eſquires, of the fifth part. Whereas by indenture bearing date on or about the 27th day of March, which was in the year of our Lord 1740, All that one full moiety or half-part of the lordſhips or manors of Exford and Fendon, With all and ſingular the rights, members and appurtenances to them, or either of them belonging, in the ſaid county of Glouceſter; And alſo all that moiety or half-part of the ſcite, capital meſſuage, or manor-houſe of Exford aforeſaid; And alſo the moiety or half-part Of all thoſe demeſne lands, woods and wood-grounds to the ſaid capital meſſuage or ſcite of the ſaid manor belonging, or in any wiſe appertaining, or therewith commonly uſed or occupied; And alſo the moiety or half-part of all thoſe meſſuages, farms, cottages, lands, tenements and hereditaments, ſituate, lying and being in Exford aforeſaid, now late or heretofore in the ſeveral tenures of [*here are names of tenants*] And of all houſes, edifices, buildings, barns, ſtables, dove-houſes, yards, orchards, gardens, lands, tenements, meadows, paſtures, feedings, woods, underwoods, waters, fiſhings, warrens, waſte grounds, moors, marſhes, courts leet, view of frank-pledge, perquiſites and profits of courts leet, waifes, eſtrays, goods and chattels of fugitives and felons, eſcheats, reliefs, heriots, cuſtoms, liberties, franchiſes, juriſdictions, royalties, privileges, profits, commodities, hereditaments and appurtenances whatſoever to the ſaid manors or lordſhips, ſcite, capital meſſuage, meſſuages, lands, hereditaments and premiſes, or any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, uſed, occupied or enjoyed, as part, parcel or member of the ſame, ſituate, lying and being in the towns, fields and hamlets of Exford aforeſaid, *&c.* in the ſaid county of Glouceſter; And alſo the moiety or half-part of all other the manors, meſſuages, lands, tenements and hereditaments whatſoever, then of him the ſaid Sir *Gregory Grice*, ſituate, lying and being in the towns, fields, pariſhes or hamlets aforeſaid, or any of them, were granted by the ſaid Sir *Gregory Grice* to Sir *Harry Hay*, Knight, for a certain term of three hundred years therein mentioned, commencing from the date thereof, ſubject to redemption in manner therein expreſſed. And whereas by another indenture bearing date on or about the 26th day of May, which was in the year of our Lord 1761, All that other moiety or half-part of the ſaid manor of Exford, together with the moiety of the manor-houſe, meſſuages, lands, tenements and hereditaments, with their appurtenances, which Sir *Gregory Grice*, Baronet, deceaſed, father of the ſaid firſt named Sir *Gregory Grice*, formerly held as joint purchaſer with Sir *Gregory Grice*, Baronet, his father alſo deceaſed; And alſo all that houſe and land formerly purchaſed of *James Jeſſon*, ſome time in the poſſeſſion of *Kenelm Kerne*; And alſo all that farm called Lanſton, purchaſed of *Matthew Myers*; And alſo all that farm called Nyneton, purchaſed alſo of the ſaid *Matthew Myers*; And alſo all that farm called Oynton; And alſo all that cloſe called Price's Cloſe, purchaſed of *Peter Pine*; And alſo alſo all that cloſe called Jeſſon's, purchaſed of *James Jeſſon*, ſenior, (All which ſaid laſt mentioned meſſuages, farms and lands are ſituate, lying and being in Exford aforeſaid) were granted by the ſaid firſt named Sir *Gregory Grice* to *Robert Quen* of London, Merchant, for the term of five hundred years therein mentioned, commencing from the day of the date thereof, ſubject to redemption in manner therein expreſſed. And whereas by another indenture bearing date on or about the 17th day of April 1766, and made or mentioned to be made between *Richard Rand*, Gentleman, and *Sarah* his wife, of the one part, and *Simon Serle*, Gentleman, of the other part, All that capital meſſuage or farm-houſe in Exford aforeſaid, called

A mortgage for years recited of a moiety of manors, &c.

General words.

Another mortgage for years of the other moiety of one of thoſe manors, and ſome other lands, recited.

Another mortgage for years of a meſſuage, &c. recited,

called Turton's, with all houſes, edifices, buildings, dove-houſes, barns, ſtables, yards, orchards, gardens, backſides, curtilages, crofts and homeſtalls, containing, by eſtimation, two acres paſture ground, and hedge-rows thereto adjoining, with the appurtenances, and all other the lands and hereditaments to the ſame capital meſſuage belonging or appertaining, with the timber, underwood and appurtenances whatſoever thereto belonging in Exford aforeſaid, And all heydons, ſwerd grounds, commons, profits and commodities to the ſaid laſt mentioned capital meſſuage or farm-houſe and premiſes with the appurtenances belonging, or therewith uſed and enjoyed; And alſo all commons, common of paſture, ways, eaſements, privileges, profits, commodities and appurtenances whatſoever to the ſame capital meſſuage or farm, meadow, paſture grounds and arable lands, and other the premiſes belonging or appertaining, or reputed or taken as part, parcel or member thereof, were granted by the ſaid *Richard Rand* and *Sarah* his wife to the ſaid *Simon Serle* for the term of three hundred years therein mentioned, ſubject to redemption in manner therein expreſſed.

Another mortgage for years of lands in the firſt mentioned manor recited.

And whereas by another indenture of releaſe bearing date on about the 6th day of May, which was in the year of our Lord 1770, and made or mentioned to be made between the ſaid firſt named Sir *Gregory Grice* and *Vincent Viner*, Gentleman, of the firſt part, the ſaid *Richard Rand* and *Sarah* his wife, of the ſecond part, *Walter Wells*, of, *&c.* Eſquire, and *Abel Young*, Gentleman, of the third part, and *Benjamin Bell*, Gentleman, of the fourth part, All that manor-houſe or capital meſſuage, with the barns, ſtables, orchards, gardens, and other out-houſes, edifices, buildings, yards, curtilages, crofts and appurtenances whatſoever to the ſame belonging, or in any wiſe appertaining, ſituate, lying and being in Exford aforeſaid, with the homeſtall, paſture ground, groveage and hedge-rows thereto adjoining, And all thoſe four cloſes next to the ſame meſſuage, containing, by eſtimation, ſix acres, more or leſs, together with all houſes, out-houſes, edifices, buildings, barns, ſtables, yards, gardens, orchards and backſides to the ſame belonging, or in any wiſe appertaining; And alſo all that ſaid capital meſſuage or farm-houſe called Turton's, together with all the lands, meadows, paſtures and wood grounds, and other the hereditaments and premiſes thereto belonging before mentioned, and compriſed in the ſaid term of three hundred years granted by the ſaid indenture of the 17th day of April 1766, And all that meſſuage or tenement and paſture, croft of ground, and orchard thereuto belonging, containing, by eſtimation, three acres, more or leſs: And alſo all thoſe ſeventy acres of arable land, leys, and ſwerd ground, by eſtimation, more or leſs; And one rood of meadow ground, together likewiſe with all that fold-courſe upon the common fields to the ſame belonging; called or known by the name of Carrs, and ſituate, lying and being in Exford aforeſaid, now late or heretofore in the tenure of *Daniel Denny*, or his aſſigns, *Together* with all houſes, dove-houſes, out-houſes, malt-houſes, barns, ſtables, yards, gardens, orchards and backſides, meadows, feedings, woods, under-woods, leys, commons, intercommons, ways, waters, water-courſes, eaſements, commodities, profits, emoluments, lands, hereditaments and appurtenances whatſoever, to the ſaid laſt mentioned meſſuages, cottages, lands and premiſes belonging, or in any wiſe appertaining, or therewith held, uſed, occupied or enjoyed, as part, parcel or member thereof; And all other the lands, tenements and hereditaments, formerly the eſtate of the ſaid *Richard Rand* and *Sarah* his wife, wherein they or either of them, or any perſon in truſt for them, had any eſtate of inheritance in poſſeſſion, reverſion, remainder or expectancy, ſituate, lying and being in Exford aforeſaid, were granted and aſſured for a certain term of five hundred years therein mentioned, redeemable in manner therein expreſſed.

General words.

An under leaſe of an impropriation held from a college recited.

And whereas *Emanuel Evans*, D. D. Maſter of Lincoln College, Oxon, and the Fellows and Scholars of the ſame, did, by their indenture of leaſe bearing date on or about the 25th day of June in the year of our Lord 1776, demiſe and grant unto the ſaid *David Dunch*, All that their parſonage of Exford aforeſaid, with the appurtenances, And all and all manner of tithes whatſoever to the ſame parſonage belonging, or in any wiſe appertaining, And all other tithes whatſoever, which had been at any time thentofore reputed, taken or known to be part or parcel of the ſaid parſonage (except and always reſerved unto the ſaid Maſter or Keeper, Fellows and Scholars, and their ſucceſſors, the donation of the Vicarage belonging to the ſaid parſonage or pariſh church); To hold the ſame unto the ſaid *David Dnnch*, his executors, adminiſtrators and aſſigns, from the feaſt-day of St. Michael the Archangel then laſt paſt for the term of twenty years, at and under the yearly rent of ten pounds, payable by half-yearly payments, and ſuch other reſervations and covenants as are therein mentioned and contained.

A college leaſe recited.

And whereas the ſaid *Emanuel Evans*, D. D. did by one other indenture of leaſe bearing date the ſame 25th day of June 1776, demiſe, grant and to farm let unto the ſaid *David Dunch*, All that their meſſuage commonly called Fenton's, ſituate, lying and being in the pariſh of Exford aforeſaid, and thirty-five acres of arable land, more or leſs, with the appurtenances to the ſaid meſſuage belonging and appertaining (*except, and always reſerved* unto the ſaid *Emanuel Evans*, *&c.* and their ſucceſſors, All woods and under-woods and trees of what nature or kind ſoever they be, then growing, or to grow upon or about the ſaid premiſes, or any part thereof;) To hold the ſame (except before excepted) unto the ſaid *David Dunch*, his executors, adminiſtrators and aſſigns, from the feaſt of Saint Michael the Archangel then laſt paſt for the term of twenty years, at and under the yearly rent of twelve ſhillings payable half-yearly, and ſuch other reſervations and covenants as are therein reſerved and contained.

And that by meſne aſſignments all the terms in the premiſes are come to the firſt mentioned party,

And whereas by virtue of divers good and ſufficient meſne aſſignments and aſſurances in law, and particularly by a certain indenture quadrupartite of aſſignment bearing date on or about the 27th day of June, which was in the year of our Lord 1777, and made or mentioned to be made between the firſt named Sir *Gregory Grice* and Dame *Grizel* his wife, and *Henry Higgs*, of, *&c.* Eſquire, of the firſt part, the ſaid *David Dunch* and *Jane* his wife, ſiſter and heir of *Lawrence Grice*, Eſquire, deceaſed, and only child of the ſame Sir *Gregory Grice* and Dame *Grizel* his wife, of the ſecond part, the ſaid *Abraham Axted* of the third part, and the ſaid *Brian Axted* and Sir *Chriſtopher Clark* of the fourth part, and the ſeveral deeds and writings therein mentioned and recited, All the ſaid ſeveral manors, meſſuages, farms, parſonage lands, tenements, tithes, hereditaments and premiſes before mentioned to be granted and demiſed reſpectively, came to, and are now veſted in the ſaid *Abraham Axted*, for all the reſidue of the ſaid ſeveral terms of three hundred years, five hundred years, three hundred years, five hundred years, twenty years, and twenty years therein reſpectively, ſubject to a proviſo or agreement in the ſaid laſt mentioned indenture contained, for redemption of all the ſame premiſes on payment by the ſaid *David Dunch*, his heirs, executors or adminiſtrators, unto the ſaid *Abraham Axted*, his executors, adminiſtrators or aſſigns, of the ſaid principal ſum of one thouſand two hundred pounds, and intereſt for the ſame, in ſuch manner, and at ſuch times as are therein mentioned and appointed for that purpoſe, and which are long ſince paſt.

redeemable upon payment of a conſiderable ſum of money,

and that the inheritance of the

And whereas by virtue of the ſame indenture,

indenture, and of a fine therein covenanted to be levied, and which was afterwards duly levied accordingly; premiſes have been conveyed to his truſtees in fee by deeds of leaſe and releaſe, and two fines, by way of mortgage.

**And alſo** by virtue of certain indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe being of ſeven parts, bearing date on or about the 25th day of May which was in the year of our Lord 1775, and expreſſed to be made between *Matthew Mertin*, Eſquire, of the firſt part, the ſaid firſt named Sir *Gregory Grice* and Dame *Grizel* his wife, and the ſaid *Lawrence Grice*, of the ſecond part, the ſaid *Henry Higgs* and *Nathaniel Nixon*, Gentlemen, of the third part, *Owen Oxted* and the Reverend *Philip Pierce*, Doctor in Divinity, of the fourth part, *Ralph Quin*, Eſquire, of the fifth part, the ſaid *Abraham Axted* and *Robert Randal*, Eſquires, of the ſixth part, and the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, of the ſeventh part, and of a fine in the ſame releaſe covenanted to be levied, and which was afterwards duly levied accordingly (which indenture and fine are mentioned and recited in the aforeſaid indenture quadrupartite of the 27th of June 1777.) The fee-ſimple and inheritance of the ſaid ſeveral manors, meſſuages, lands, tenements, hereditaments and premiſes compriſed in the ſaid four ſeveral terms of three hundred years, five hundred years, three hundred years, and five hundred years, were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured, to the uſe of the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, their heirs and aſſigns, *In truſt* for the ſaid *Abraham Axted*, his executors, adminiſtrators and aſſigns, ſubject to the aforeſaid proviſo or agreement in the ſaid laſt mentioned indenture contained for redemption of the premiſes; as in and by the ſaid ſeveral above mentioned and recited indentures, fines and aſſurances, relation being ſeverally thereunto had, may more fully and at large appear. **And whereas** and that the mortgager has paid off part.
the ſaid *David Dunch* did ſome time ſince pay off and diſcharge the ſum of two thouſand pounds (part of the ſaid principal ſum of twelve thouſand pounds,) and all intereſt for the ſame; and hath likewiſe paid all intereſt for the remaining ten thouſand pounds until the 27th day of June now laſt paſt, which he the ſaid *Abraham Axted* doth hereby own and acknowledge, ſo that there now remains due and owing to the ſaid *Abraham Axted* for principal and intereſt on his ſaid recited ſecurity the ſum of ten thouſand five hundred pounds, and no more. **And whereas** the ſaid *Andrew Aring*, at the inſtance and requeſt of the ſaid *David Dunch*, hath and that the party of the fourth part advances the reſidue, in conſideration thereof.
agreed to advance and lend unto the ſaid *David Dunch*, upon the ſecurity herein after mentioned, the ſum of ten thouſand five hundred pounds, to enable him to pay off and diſcharge the ſaid ſum of ten thouſand five hundred pounds ſo due and owing to the ſaid *Abraham Axted* as aforeſaid. **Now this Indenture witneſſeth**, That for and in conſideration of the ſum of ten thouſand five hundred pounds of lawful money of Great Britain to the ſaid *Abraham Axted* in hand paid by the ſaid *Andrew Aring* at or before the ſealing and delivery of theſe preſents, at the requeſt and by the direction, and for the proper debt of the ſaid *David Dunch* (teſtified by his being a party to and executing theſe preſents) in full diſcharge of all principal monies and intereſt now due and owing from the ſaid *David Dunch* to the ſaid *Abraham Axted*, on his ſaid recited ſecurity or otherwiſe; (the receipt and payment whereof accordingly he the ſaid *Abraham Axted* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *Andrew Aring*, his heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, **He** the ſaid *Abraham Axted*, (at the requeſt, and by the direction and appointment of the ſaid *David Dunch*, teſtified as aforeſaid) **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents **doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Andrew Aring*, his executors, adminiſtrators and aſſigns, **All the ſaid** manors or lordſhips, meſſuages, farms, parſonages, lands, tenements, tithes and hereditaments above mentioned, **And all** and ſingular other the premiſes in and by the ſaid recited and above mentioned indentures and meſne aſſignments, demiſed and aſſigned for the ſaid ſeveral terms of three hundred years, five hundred years, three hundred years, five hundred years, twenty years, and twenty years, or mentioned or intended ſo to be reſpectively as aforeſaid, with their and every of their appurtenances, **And all** the eſtate, right, title, intereſt, term and terms of years yet to come and unexpired, truſt, property, claim and demand whatſoever of him the ſaid *Abraham Axted*, of, in, to or out of the ſaid manors or lordſhips, meſſuages, farms, parſonage, lands, tenements, tithes, hereditaments and premiſes, every or any of them, by virtue of the ſaid recited and above mentioned indentures and meſne aſſignments, every or any of them, or otherwiſe howſoever, together with the ſame indentures and aſſignments; **To have and to hold** the ſaid manors, meſſuages, farms, parſonage, lands, tenements, tithes, hereditaments, and all and ſingular other the premiſes hereby aſſigned or mentioned ſo to be, with their and every of their appurtenances, unto the ſaid *Andrew Aring*, his executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue yet to come and unexpired of the ſaid ſeveral terms of three hundred years, five hundred years, three hundred years, five hundred years, twenty years and twenty years therein reſpectively, as fully and effectually to all intents and purpoſes as he the ſaid *Abraham Axted*, his executors, adminiſtrators or aſſigns, could or might have holden or enjoyed the ſame if theſe preſents had not been made, ſubject nevertheleſs to ſuch equity of redemption as the ſaid redeemable,
*David Dunch*, his heirs, executors or adminiſtrators now have or hath, or can or may have therein by virtue of or under the aboveſaid proviſo or agreement in the ſaid recited indenture quadrupartite of aſſignment of the 27th day of June 1777, contained for redemption of the premiſes. **And the ſaid** *Abraham Axted* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Andrew Aring*, his executors, adminiſtrators and aſſigns, that he the ſaid *Abraham Axted* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid manors, meſſuages, farms, parſonage, lands, tenements, tithes, hereditaments and premiſes hereby aſſigned, or mentioned ſo to be, or any part thereof, or the ſaid ſeveral terms of years therein reſpectively, or any of them, is, are, ſhall or may be ſurrendered, forfeited, avoided, or impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **And this Indenture further witneſſeth**, That for the conſiderations aforeſaid, and alſo for and in conſideration of the ſum of ten ſhillings of like lawful money to the ſaid *Brian Axted* and Sir *Chriſtopher Clark* in hand paid by the ſaid *Benjamin Berne* and *Charles Crew*, at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) **They** the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, at the requeſt, and by the direction and appointment as well of the ſaid *Abraham Axted* as of the ſaid *David Dunch* (teſtified ſeverally by their being parties to and executing theſe preſents) **have**, and each of them **hath** bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents **do**, and each of them **doth** bargain, ſell, alien, releaſe and confirm unto the ſaid *Benjamin Berne* and *Charles Crew*, their heirs and aſſigns, **All and every** the manors or lordſhips, meſſuages, lands, tenements and hereditaments whatſoever, which in and by the above mentioned indentures of leaſe and releaſe of the 24th and 25th days of May 1775, and fine in the ſame releaſe covenanted to be levied, and the ſaid indenture quadrupartite of the 27th of June

The mortgagee, by direction of the mortgager, aſſigns to the fourth party, the now aſſignee, all the mortgage terms.

and covenants that he has not incumbered.

And the truſtees for the now aſſignor, by direction of him and the mortgager, grant and releaſe to truſtees for the now aſſignee.

June 1777, and fine therein covenanted to be levied, or any of them, were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured, to the uſe of the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, their heirs and aſſigns, in truſt for the ſaid *Abraham Axted*, his executors, adminiſtrators and aſſigns as aforeſaid, with their and every of their appurtenances, being the ſame manors, meſſuages, lands, tenements, hereditaments and premiſes abovementioned and deſcribed, and comprized in the ſaid four ſeveral terms of three hundred years, five hundred years, three hundred years and five hundred years, and all other the manors, meſſuages, lands, tenements and hereditaments, in and by the ſaid laſt mentioned indentures and fines, or any of them conveyed and aſſured, or mentioned or intended to be conveyed and aſſured to the uſe of the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, their heirs and aſſigns, in truſt as aforeſaid, with their appurtenances, (all which ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes hereby releaſed or mentioned ſo to be, are now in the actual poſſeſſion of the ſaid *Benjamin Berne* and *Charles Crew*, by virtue of a bargain and ſale to them thereof made by the ſaid *Brian Axted* and Sir *Chriſtopher Clark* for the term of one whole year, in conſideration of five ſhillings to them paid by the ſaid *Benjamin Berne* and *Charles Crew* in and by one indenture bearing date the day next before the day of the date hereof, and by force of the ſtatute for transferring uſes into poſſeſſion made and provided.) **And** the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof, **And all** the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever of them the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, or either of them, of, in, to or out of the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes hereby releaſed or mentioned ſo to be, every or any part thereof, by virtue of the ſaid laſt mentioned indentures and fines, or any of them, or otherwiſe howſoever; **To have and to hold** the ſaid manors, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby releaſed or mentioned ſo to be, with their and every of their appurtenances, unto the ſaid *Benjamin Berne* and *Charles Crew*, their heirs and aſſigns, **To the Uſe and Behoof** of the ſaid *Bemjamin Berne* and *Charles Crew*, and of their heirs and aſſigns for ever, **In Truſt** *nevertheleſs* for the ſaid *Andrew Aring*, his executors, adminiſtrators and aſſigns, ſubject to ſuch equity of redemption as aforeſaid; **And the ſaid** *Brian Axted* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Benjamin Berne* and *Charles Crew*, their heirs and aſſigns, that he the ſaid *Brian Axted* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid manors, meſſuages, farms, lands, tenements, hereditaments and premiſes hereby releaſed, or mentioned ſo to be, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate or otherwiſe howſoever; **And the ſaid** Sir *Chriſtopher Clark* doth hereby for himſelf his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Benjamin Berne* and *Charles Crew*, their heirs and aſſigns, that he the ſaid Sir *Chriſtopher Clark* hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby or by means whereof the ſaid manors, meſſuages, farms, lands, tenements, hereditaments and premiſes hereby releaſed, or mentioned ſo to be, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate or otherwiſe howſoever. **In Witneſs**, &c.

*(Horſeman.)*

Habendum. in truſt for the new aſſignee, &c. redeemable,

they ſeparately covenant that they have not incumbered.

*An Aſſignment of a Bond by two Executrixes and reſiduary Legatees of the deceaſed Obligee, which is decreed to be paid out of the real Eſtate of the Obligor, (he being alſo dead,) in Conſideration of Money paid.*

**This Indenture**, made, &c. **Between** *Mary White* of, &c. Widow, and *Jane Edwards* of, &c. Spinſter, being the executrixes and reſiduary legatees of the laſt will and teſtament of *Mary Edwards* late of, &c. Spinſter, deceaſed, of the one part, and *Edward Logan*, of, &c. Gentleman, of the other part. **Whereas** Sir *R. P.* late of, &c. Knight, deceaſed, by his bond or obligation, bearing date, &c. became bound unto the ſaid *M. E.* in the penal ſum of two hundred pounds conditioned for payment by the ſaid Sir *R. P.* his heirs, executors or adminiſtrators, unto the ſaid *M. E.* her executors, adminiſtrators or aſſigns, of the ſum of one hundred and one pounds ten ſhillings of, &c. on, &c. **And whereas** the ſaid *M. E.* afterwards departed this life, having firſt made and executed her laſt will and teſtament in writing, dated, &c. and thereof nominated the ſaid *M. W.* and *J. E.* the executrixes and reſiduary legatees of her ſaid will, and ſoon after the deceaſe of the ſaid *M. E.* the ſaid *M. W.* and *J. E.* did duly prove the ſaid will of their ſaid teſtatrix in the Eccleſiaſtical Court: **And whereas** Sir *R. P.* departed this life, after whoſe deceaſe, by a decree made in the High and Honourable Court of Chancery, upon the ——— day of, &c. in a cauſe there depending, wherein Dame *M. P.* Widow and relict of the ſaid Sir *R. P.* and *P.* and *M. P.* infants by the ſaid Dame *M.* their next friend, were plaintiffs, and *T. P.* Eſquire, ſon and heir of the ſaid Sir *R. P.* and others, were defendants, and in a croſs cauſe wherein the ſaid *T. P.* by his next friend was plaintiff, and the ſaid *M. P.* and others were defendants, the real eſtate of the ſaid *R. S.* was ſubjected to the payment of his debts: **And whereas** the ſaid bond or obligation was proved in the ſaid cauſes, and the receiver appointed by the ſaid Court of the eſtate, late of the ſaid Sir *R. P.* has cleared and paid the intereſt due upon the ſaid bond to the —— of ——— and has been allowed the ſaid payments before the Maſter, to whom the account of the ſaid eſtate is referred by the ſaid Court, and ſuch payments of intereſt are indorſed upon the ſaid bond, as by the ſaid bond or obligation, and condition and indorſement thereupon, and the ſaid will and probate thereof and the ſaid decree and maſter's report, and other proceedings in the ſaid cauſes in the ſaid Court of Chancery, relation being thereunto had, doth and may more fully appear: **And whereas** the ſaid principal ſum of one hundred pounds, together with the ſum of —— pounds for the intereſt thereof, (amounting together to the ſum of ——— pounds,) is now remaining due upon the ſaid bond from the eſtate late of the ſaid Sir *R. P.* **Now this Indenture witneſſeth**, that for and in conſideration of the ſum of —— pounds of good Britiſh money to the ſaid *M. W.* and *J. E.* in hand well and truly

Recital of Sir R. P's bond to M. E.

M. E.'s death will.

M. W. and J. E. executrixes and reſiduary legatees.

R. P. the obligor's death.

A decree in Chancery, whereby ſaid Sir R. P.'s real eſtate was ſubjected to pay his debts.

This bond proved, intereſt thereof ſince paid and allowed.

Money now remaining due.

Conſideration.

truly paid by the ſaid *E. L.* at, *&c.* the receipt, *&c.* they the ſaid *M. W.* and *J. E.* have aſſigned, transferred and ſet over, and by theſe preſents Do aſſign, *&c.* unto the ſaid *E. L.* his executors, adminiſtrators and aſſigns, the ſaid bond or obligation, and all the benefit and advantage thereof, and all monies due or to grow due upon the ſame. And the ſaid *M. W.* and *J. E.* do by theſe preſents make, ordain, *&c. (as uſual)* and to do or cauſe to be done all lawful act and acts, thing and things, for the recovering, obtaining and getting of the ſaid debt or ſum of money which they the ſaid *M. W.* and *J. E.* might or could do or cauſe to be done; and alſo to keep and detain to his and their uſe all ſuch monies ſo to be received, without any account to be given to the ſaid *M. W.* and *J. E.* or either of them, their or either of their executors or adminiſtrators concerning the ſame; And the ſaid *M. W.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not jointly, nor one of them for the other of them, nor for the heirs, executors, adminiſtrators, nor acts of the other of them, do covenant with the ſaid *E. L.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner following, *viz.* That they the ſaid *M. W.* and *J. E.* their, *&c.* and every of them, ſhall and will juſtify, allow, ratify and confirm all and whatſoever the ſaid *E. L.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done in or about the premiſes: And that neither they the ſaid *M. W.* and *J. E.* their, *&c.* nor any of them, ſhall or will revoke or make void this letter of attorney, nor any authority hereby given to the ſaid *E. L.* his, *&c.* without the conſent of the ſaid *E. L.* his, *&c.* And alſo that they the ſaid *M. W.* and *J. E.* their executors or adminiſtrators, ſhall not nor will, (unleſs it be at the requeſt of the ſaid *E. L.* his executors or adminiſtrators,) releaſe or diſcharge the ſaid obligation, or any debt thereby due, nor diſavow or become nonſuit in any action or ſuit to be brought upon the ſaid obligation; nor do or willingly ſuffer to be done any act or thing whereby the ſaid monies payable, or which ſhall grow payable by or upon the ſaid obligation, may not be recovered, had and received by the ſaid *E. L.* his executors or adminiſtrators, to his and their own uſe; And will do any other or further reaſonable act or acts for the better aſſigning the ſaid bond and monies thereby ſecured unto the ſaid *E. L.* his executors, adminiſtrators or aſſigns, provided that they, or any of them, be not at any charge, nor compelled to travel from their reſpective places of abode for doing thereof: And the ſaid *E. L.* for himſelf, his heirs, executors and adminiſtrators, doth covenant with the ſaid *M. W.* and *J. E.* their executors and adminiſtrators, by theſe preſents, that he the ſaid *E. K.* his, *&c.* ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs and indemnified the ſaid *M. W.* and *J. E.* their heirs, *&c.* and every of them, of and from all coſts, charges, damages and expences whatſoever, which ſhall or may any way fall upon or become payable by or be recovered againſt the ſaid *M. W.* and *J. E.* their heirs, executors or adminiſtrators, or any of them, by means or occaſion of any action or actions, ſuit or ſuits, to be brought or proſecuted in the names of the ſaid *M. W.* and *J. E.* (or either of them) their or either of their executors or adminiſtrators, by virtue of theſe preſents, or of any power or authority hereby given unto the ſaid *E. L.* his executors, adminiſtrators or aſſigns. In Witneſs, &c.

*(Morgan.)*

Aſſignment.

Letter of attorney.

Covenant to juſtify and confirm what ſhall be done by virtue hereof,

and not to revoke any authority hereby given,
nor releaſe the bond, &c.

but will do any further act.

The aſſignee covenants to indemnify the aſſigners from coſts, &c.
Actions, &c. proſecuted in their names.

*An Aſſignment of a Bond and Judgment to a Truſtee for a Purchaſer to protect a Purchaſe.*

TO all to whom theſe preſents ſhall come, *Abel Aſtell*, of, *&c. Benjamin Aſtell*, of, *&c.* his Son; and *Charles Carew*, of, *&c. ſend greeting.* Whereas the ſaid *Abel Aſtell* hath lately ſold unto the executors of *Peter Lane*, late of, *&c.* Eſquire, All his cottage or tenement, parcels of land and hereditaments in Darnton in the ſaid county of Glouceſter, for the ſum or price of one hundred and fifty pounds, (part of the perſonal eſtate of the ſaid *Peter Lane*,) in conſideration whereof the ſame cottage and premiſes by indentures of leaſe and releaſe, and fine in the ſame releaſe covenanted to be levied, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe being quadrupartite, bearing even date herewith, and made or mentioned to be made between the ſaid *Abel Aſtell* and *Frances* his wife, of the firſt part, *George Grey* of the ſecond part, *Luna Lane*, widow of the ſaid *Peter Lane*, *Matthew Martin*, Eſquire, *Nathaniel Nunn*, Eſquire, and *Owen Oram*, Eſquire, (the four acting executors of the ſaid *Peter Lane*) of the third part, and *Henry Hill*, Eſquire, of the fourth part, are conveyed and aſſured, or mentioned to be conveyed and aſſured unto, and to the uſe of the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their heirs and aſſignees for ever. And whereas a judgment was obtained as of this preſent Eaſter Term in his Majeſty's Court of King's Bench at Weſtminſter againſt the ſaid *Abel Aſtell*, at the ſuit of the ſaid *Benjamin Aſtell* for ninety-five pounds debt upon bond, beſides ſixty-three ſhillings coſts of ſuit, as by the record of the ſaid judgment may appear: Which ſaid judgment was ſo obtained in the name of the ſaid *Benjamin Aſtell*, upon the proſecution, and for the benefit of the ſaid *Charles Carew*, to whom the ſaid *Benjamin Aſtell* had aſſigned the ſaid bond on which the ſaid judgment was grounded, for ſecuring divers ſums of monies advanced, and lent to or paid for him the ſaid *Benjamin Aſtell* by the ſaid *Charles Carew*. And whereas the ſaid executors of the ſaid *Peter Lane*, by the direction and appointment of the ſaid *Abel Aſtell* have on the day of the date hereof, by and out of the ſaid one hundred and fifty pounds purchaſe-money paid and ſatisfied unto the ſaid *Benjamin Aſtell* and *Charles Carew* reſpectively, all ſum and ſums of money due and owing to them, or either of them, on ſecurity, or by virtue of the ſaid bond, and judgment thereupon obtained, or either of them, which they the ſaid *Abel Aſtell*, *Benjamin Aſtell* and *Charles Carew*, do hereby reſpectively acknowledge and declare, and thereupon the ſaid *Abel Aſtell* and *Charles Carew* have agreed to aſſign over the ſaid judgment, and all the benefit thereof, unto the ſaid *Henry Hill*, in truſt for the ſaid executors of the ſaid *Peter Lane*, their heirs and aſſigns, in manner herein after expreſſed. Now know ye, that in purſuance of the ſame agreement, and in conſideration of the premiſes, *and alſo* in conſideration of the ſum of five ſhillings of lawful money of Great Britain to the ſaid *Benjamin Aſtell* and *Charles Carew* in hand paid by the ſaid *Henry Hill*, at or before the execution of theſe preſents, (the receipt whereof is hereby acknowledged,) They the ſaid *Benjamin Aſtell* and *Charles Carew*, at the requeſt, and by the direction of the ſaid *Abel Aſtell*, teſtified by his executing theſe preſents)

A ſale of a cottage, &c. recited,
by leaſe, releaſe, and fine,

and a judgment on bond obtained againſt the vender, by his ſon, for the benefit of a third perſon,

and that the ſame has been paid out of the purchaſe-money,

and that the ſame are agreed to be aſſigned to a truſtee for the purchaſer.

The aſſignment,

have, and each of them hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do, and each of them doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *Henry Hill*, his executors, adminiſtrators and aſſigns, the ſaid recited judgment, and all the benefit thereof, and all ſum and ſums of money ſecured thereby, or recoverable thereupon, and all powers and remedies which they the ſaid *Benjamin Aſtell* and *Charles Carew*, or either of them have, or hath, or ever had for recovery of the ſame monies, or for ſuing out execution upon, or otherwiſe proſecuting the ſaid judgment; To have, hold and enjoy the ſaid judgment, monies and premiſes hereby aſſigned or mentioned ſo to be, and all the benefit thereof unto the ſaid *Henry Hill*, his executors, adminiſtrators and aſſigns, abſolutely for ever, In truſt *nevertheleſs* for the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their heirs and aſſigns, to be by them, or any of them, at all times hereafter made uſe of for protecting and preſerving the ſaid purchaſed cottage or tenement, parcels of lands, hereditaments and premiſes of and from all meſne charges and incumbrances (if any be). And the ſaid *Benjamin Aſtell* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Henry Hill*, his executors, adminiſtrators and aſſigns, that he the ſaid *Benjamin Aſtell* hath not at any time heretofore done or committed any act, matter or thing whatſoever, by means whereof the ſaid judgment and premiſes hereby aſſigned or mentioned ſo to be, is, are, ſhall or may be aſſigned, diſcharged, vacated or incumbered in any wiſe howſoever. *(Here inſert the like covenant from Charles Carew, mutatis mutandis).* In Witneſs, &c.

and power to ſue,

in truſt for the purchaſer to protect the purchaſe.

Covenant that it is not vacated, &c.

*(Horſeman.)*

## *Aſſignment of a Bond of Arbitration and Money awarded, to indemnify the Aſſignee on his becoming Surety.*

Recital.

To all to whom theſe preſents ſhall come, I *Richard Smith*, of London, Merchant, ſend greeting. Whereas *James Yates* of, &c. at the ſpecial inſtance and requeſt, and for the proper debt of me the ſaid *R. S.* ſtands bound and obliged with me the ſaid *R. S.* unto *A. G.* of, &c. in and by one bond or obligation, bearing date, &c. in the penal ſum of one hundred pounds of, &c. conditioned for the true payment of fifty-one pounds ten ſhillings of like money, on, &c. as by, &c. Which ſaid ſum of fifty pounds doth yet remain due and unpaid, and the ſaid recited bond or obligation is and ſtandeth in full force: And whereas *J. F.* of, &c. and I the ſaid *R. S.* by our ſeveral bonds or obligations, bearing date, &c. do ſtand bound and obliged each to the other, in the penal ſum of ſix hundred pounds of, &c. conditioned for the true obſervance and performance of the award, arbitrament, determination and judgment of *J. K. R. T.* and *R. W.* of London, Merchants, or any two of them, arbitrators between us, indifferently choſen to end and determine all and all manner of ſuits and differences whatſoever, to the day of the date of the ſaid bonds or obligations; the burthen of which ſaid award two of the ſaid arbitrators, *viz. R. T.* and *W. W.* took upon them, and after a full and due examination, and conſideration of the matters in difference between the ſaid *J. F.* and me the ſaid *R. S.* they the ſaid *R. T.* and *W. W.* did make and give up their award in writing indented under their hands and ſeals, bearing date, &c. whereby they the ſaid *R. T.* and *W. W.* (amongſt other things) did award and order that the ſaid *J. F.* his, &c. ſhould pay, &c. unto me the ſaid *R. S.* my executors, adminiſtrators or aſſigns, the full ſum of eighty-two pounds of, &c. in manner following, (that is to ſay) &c. (at different times) as by, &c. Now know ye, that I the ſaid *R. S.* for indemnifying him the ſaid *J. T.* his, &c. of and from the ſaid recited bond wherein the ſaid *J. Y.* ſtands bound with me the ſaid *R. S.* unto the ſaid *A. G.* and that the ſaid *J. Y.* his executors and adminiſtrators may be hereby enabled to reimburſe him and themſelves the ſame and the ſaid ſum of fifty pounds and the intereſt thereof, in caſe he ſhall be compelled to pay the ſame, and all coſts, charges and damages that he or they ſhall or may ſuſtain, or to be put unto by reaſon thereof, have granted, &c. unto the ſaid *J. Y.* his, &c. The ſaid recited bond to me the ſaid *R. S.* and all ſums, &c. to me due or to be due by virtue thereof, and of the ſaid recited award, or either of them; To have, hold and enjoy the ſame and every part thereof to his and their own uſe and uſes; And I the ſaid *R. S.* hereby for myſelf, &c. do conſtitute, depute, &c. And, &c. *(Covenants not to receive the money, nor releaſe,* &c.) Provided always, and it is the true intent, &c. that if the ſaid *J. Y.* his, &c. ſhall have received of and from the ſaid *J. F.* his, &c. the ſaid ſum of eighty-two pounds on or before, &c. it ſhall be lawful for him the ſaid *J. Y.* his, &c. thereout to pay unto the ſaid *A. G.* his, &c. the ſaid principal ſum of fifty pounds, and all intereſt due for the ſame, and to deduct to him the ſaid *J. Y.* his, &c. all coſts, charges and damages, that he or they ſhall or may ſuſtain by virtue thereof; and afterwards that he the ſaid *J. Y.* his, &c. ſhall well and truly pay, or cauſe, &c. unto me the ſaid *R. S.* my, &c. the overplus or reſidue of the money; or in caſe the ſaid *J. Y.* his, &c. ſhall not have received any money upon or by virtue of the ſaid recited bond or obligation on or before the ſaid, &c. and ſhall in the mean time be otherwiſe indemnified and ſaved harmleſs by me the ſaid *R. S.* my, &c. of and from the ſaid recited bond or obligation wherein we ſtand jointly and ſeverally bound to the ſaid *A. G.* that then the ſaid *J. Y.* his, &c. ſhall deliver up to me the ſaid hereby aſſigned bond or obligation ſafe, whole and uncancelled. In Witneſs, &c.

Letter of attorney.

Proviſo as to the overplus of the money aſſigned after the debt paid.

In caſe the aſſignee be otherwiſe indemnified, then to deliver back, &c.

## *An Aſſignment by Indorſement of a Mortgage in Truſt for a Purchaſer to protect,* &c. *he having brought the Money before a Maſter in Chancery under a Decree there.*

Recital that the mortgage-money has not been paid,

Whereas the ſum of one thouſand two hundred pounds principal money within mentioned to be ſecured was not paid at the day and time in and by the within written indenture for that purpoſe limited and appointed, nor at any time ſince, but doth yet remain due and payable, by means whereof the term, eſtate and intereſt of the within named *Adam Archer* and *Benedict Bigg* of and in the meſſuages, lands, tenements and hereditaments within mentioned to be demiſed and limited is become abſolute

abſolute in law. **And whereas** all intereſt for the ſaid ſum of one thouſand two hundred pounds principal money hath been paid to the date hereof. **And whereas** Sir *Caleb Carr* of Downhill in the county of Eſſex, Knight, hath lately contracted and agreed with the within named Sir *Fulk Fiſh* and and *Guy Fiſh* for the abſolute purchaſe of the ſaid meſſuages, lands, tenements and hereditaments (amongſt other things) for the ſum of ſixteen thouſand nine hundred pounds of lawful money of Great Britain, in conſideration whereof the ſaid meſſuages, lands and hereditaments are (amongſt other things) by indenture of bargain and ſale bearing date the 12th day of this inſtant July, and inrolled or intended to be inrolled in Chancery, and made or mentioned to be made between the ſaid Sir *Fulk Fiſh* and *Helena* his wife, and *Guy Fiſh*, of the firſt part, the ſaid Sir *Caleb Carr* of the ſecond part, and *John Jenks* of Lincoln's Inn, in the county of Middleſex, Eſquire, of the third part, and fine and recovery therein covenanted to be levied and ſuffered, conveyed or intended to be conveyed unto, and to the uſe of the ſaid Sir *Caleb Carr*, his heirs and aſſigns. **And whereas** the ſaid Sir *Caleb Carr* hath, by the direction and appointment of the ſaid Sir *Fulk Fiſh* and *Guy Fiſh*, and with the privity and conſent of the ſaid *Adam Archer* and *Benedict Bigg* (teſtified by their ſeverally ſigning and ſealing of theſe preſents on the day of the date hereof) by and out of the ſaid ſixteen thouſand nine hundred pounds purchaſe-money brought before and paid to the within named *Peter Holford*, one of the Maſters of the High Court of Chancery, for the purpoſes mentioned in the within recited decree, the ſum of one thouſand two hundred pounds of lawful money of Great Britain, in full payment and diſcharge of all principal monies and intereſt now due and owing upon the ſaid mortgage and ſecurity, as by the ſaid Maſter's certificate may appear. **Now know all Men** by theſe preſents, that in conſideration of the ſum of one thouſand two hundred pounds ſo brought before and paid to the ſaid *Peter Holford*, the ſaid Maſter as aforeſaid, and in conſideration of the ſum of five ſhillings of lawful money of Great Britain to the ſaid *Adam Archer* and *Benedict Bigg* in hand paid by Sir *Kenelm Kirby*, of Loke, in the county of Middleſex, Baronet, at or before the enſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) **They** the ſaid *Adam Archer* and *Benedict Bigg* (at the requeſt and by the direction and appointment of the ſaid *Fulk Fiſh* and Dame *Helena* his wife, and *Guy Fiſh*, teſtified as aforeſaid) **have**, and each of them **hath** bargained, ſold, aſſigned and ſet over, and by theſe preſents **do**, and each of them **doth** bargain, ſell, aſſign and ſet over unto the ſaid Sir *Kenelm Kirby*, his executors, adminiſtrators and aſſigns, **All the ſaid** meſſuages, lands, tenements and hereditaments within mentioned to be demiſed and limited, with their appurtenances, **And all** the eſtate, right, title, intereſt, term and terms for years yet to come and unexpired, truſt, property, claim and demand whatſoever, both in law and equity, of them the ſaid *Adam Archer* and *Benedict Bigg*, and of each and either of them, of, in, to or out of the ſame premiſes, or any part or parcel thereof, by force or virtue of the within written indenture and fine therein covenanted to be levied, or either of them, or otherwiſe howſoever, together with the ſame indenture; **To have and to hold** the ſaid meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby or mentioned to be hereby aſſigned, with their appurtenances, unto the ſaid Sir *Kenelm Kirby*, his executors, adminiſtrators and aſſigns, from henceforth, for all the now reſidue of the within mentioned term of five hundred years therein, **In Truſt** *neverthleſs* for the ſaid Sir *Caleb Carr*, his heirs and aſſigns, and to attend, wait upon, and go along with the reverſion, freehold and inheritance of the ſame premiſes, (amongſt other things) conveyed, or intended to be conveyed to him and them as aforeſaid, to the end to protect and preſerve the ſame from all meſne charges and incumbrances (if any ſuch there be;) **And** each of them the ſaid *Adam Archer* and *Benedict Bigg* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid Sir *Kenelm Kirby*, his executors and adminiſtrators, that he hath not at any time heretofore done or committed any act, matter or thing whatſoever, whereby the premiſes mentioned to be hereby aſſigned, or any of them, or any part thereof, or the ſaid term of five hundred years therein is, are, or ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in title, charge or eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

and of the payment of intereſt and of the agreement for the purchaſe;
and of a deed of bargain, &c. to be inrolled,
and fine and recovery to be levied, &c.
And that the purchaſer hath (by conſent) brought the mortgagee-money before a Maſter in Chancery;
his certificate mentioned.
In conſideration of the mortgage-money, the truſtees and Ceſtuy que truſt and his wife,
aſſign to a truſtee for the purchaſer.
Habendum,
in truſt
to protect, &c.
The former truſtees covenant they have not incumbered.

*(Horſeman.)*

## *An Aſſignment of a Bond and Judgment, the Judgment being obtained on a Suit upon Non-payment of the Principal and Intereſt due on the Bond.*

**This Indenture**, &c. **Between** *S. B.* of, *&c.* of the one part, and *W. G.* of the other part. **Whereas** *T. B.* Eſquire, (by the name of Sir *T. B.* Baronet) of, *&c.* and *J. J.* of, *&c.* by their bond or obligation, bearing date, *&c.* became jointly and ſeverally bound unto the ſaid *S. B.* in the penal ſum of ——— conditioned for payment of the ſum of——— of, *&c.* with lawful intereſt for the ſame, unto the ſaid *S. B.* his executors, *&c.* or *&c.* as by the ſaid bond, *&c.* **And whereas** default being made in payment of the ſaid ſum of ——— and intereſt, ſecured by the ſaid bond, he the ſaid *S. B.* did in Hilary Term now laſt paſt obtain a judgment in his Majeſty's Court of Common Pleas at Weſtminſter, in an action of debt for the ſum of ——— upon the ſaid bond, beſides coſts of ſuit, againſt them the ſaid Sir *T. B.* and *J. J.* as by the record of the ſaid judgment entered up in the ſame Court, *&c.* **And whereas** there is now due and owing to the ſaid *S. B.* the whole principal money, intereſt and coſts, by virtue of the ſaid recited bond and judgment. **Now this Indenture witneſſeth**, That for and in conſideration of the ſum of ——— of, *&c.* to the ſaid *S. B.* *&c.* by the ſaid *W. G.* at or before, *&c.* the receipt, *&c.* he the ſaid *S. B.* **hath** aſſigned, transferred and ſet over, and by, *&c.* **doth**, *&c.* unto the ſaid *W. G.* **The** ſaid recited bond and judgment ſo recovered thereon as aforeſaid, and all money thereupon due or to become due and owing, and all benefit and advantage whatſoever to be had, made or obtained by virtue or means of the ſaid bond and judgment, or either of them, or of any proceſs, extent or other execution or executions to be thereupon had, ſued out and executed; and all the right, intereſt and property, claim and demand whatſoever, both in law and equity, of him the ſaid *S. B.* of, in, to or out of the ſaid hereby aſſigned bond and judgment, monies and premiſes, and every part and parcel thereof; **To have**, hold, receive and enjoy all and ſingular the hereby aſſigned monies and other the premiſes, unto the ſaid *W. G.* his executors, adminiſtrators and aſſigns, from henceforth, and for his and their own proper

Recital.
Bond given.
Default in payment.
Judgment thereon.
Aſſignment.

Letter of attorney.

proper uſe and benefit for ever; And for the better and more effectual enabling, &c. the ſaid *W. G.* his executors, adminiſtrators and aſſigns, to recover and receive all and ſingular the ſaid hereby aſſigned monies and premiſes, to and for his and their own uſe and benefit, he the ſaid *S. B.* hath and by theſe preſents doth authoriſe, &c. the ſaid *W. G.* his, &c. his true and lawful attorney, &c. in the name of him the ſaid *S. B.* his, &c. but at the proper coſts and charges of him the ſaid *W. G.* his, &c. to ſue and proſecute any action, ſuit, execution or extent upon the ſaid judgment, and to acknowledge, make and give full ſatisfaction, releaſe and diſcharge, for all monies thereby ſecured, and now due and owing, or to become due and owing by virtue of the ſaid bond and judgment, or either of them, and generally to do all and every ſuch further and other lawful acts and things, as well for the recovering and receiving, as alſo for the releaſing and diſcharging of all and ſingular the ſaid hereby aſſigned monies and premiſes, and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as he the ſaid *S. B.* his executors or adminiſtrators, could or might do, if perſonally preſent and did the ſame, and doth hereby for himſelf, his executors and adminiſtrators, ratify and confirm all ſuch legal acts as he the ſaid *W. G.* his, &c. ſhall do or cauſe to be done in the premiſes, by virtue of theſe preſents; And the ſaid *S. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant by theſe preſents, in manner as follows, *viz.* that he the ſaid *S. B.* hath not received or diſcharged all or any part of the monies due on the ſaid bond and judgment, or either of them, and that he the ſaid *S. B.* his, &c. ſhall not, nor will at any time hereafter receive, releaſe or diſcharge the ſaid bond and judgment or either of them, or any monies thereby ſecured; nor releaſe, nonſuit, vacate or diſavow any ſuit or other legal proceedings to be had, made or proſecuted by virtue of theſe preſents, for the ſuing for, recovering, releaſing or diſcharging the ſaid bond and judgment, or either of them, without the licence of the ſaid *W. G.* his, &c. firſt had in writing for that purpoſe, nor ſhall or will revoke, invalidate, hinder or make void theſe preſents, or any authority or power hereby given to the ſaid *W. G.* his, &c. without ſuch licence as aforeſaid, and that he the ſaid *S. B.* his, &c. ſhall and will, at the requeſt and charge of the ſaid *W. G.* his executors or aſſigns, at any time make, do and execute any further or other lawful and reaſonable act in the law, for the better enabling the ſaid *W. G.* his, &c. to recover and receive all and ſingular the hereby aſſigned monies and premiſes to and for his or their own uſe and benefit, as by him or them, or by his or their counſel learned in the law, ſhall be reaſonably adviſed or required, ſo as no perſon for the doing thereof be compelled to go from his or their then place of habitation and abode: And the ſaid *W. G.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant to and with the ſaid *S. B.* his executors and adminiſtrators, by theſe preſents, that he the ſaid *W. G.* his executors or adminiſtrators, ſhall and will at all times indemnify the ſaid *S. B.* his executors and adminiſtrators, of, from and againſt all coſts, charges, expences and damages, which he, they or any of them, ſhall pay, ſuſtain or be put unto, for or by reaſon or on account of any proceedings to be had either in law or equity on account of the premiſes, by virtue or means of theſe preſents, ſo as the ſame do not ariſe or accrue through the colluſion or act of the ſaid *S. B.* In Witneſs, &c.

Covenant that aſſigner has not received the the money, nor will releaſe, &c. but will execute any further act, &c.

Aſſigner's indemnity.

*Aſſignment of Mortgage by Demiſe (by Direction of the Mortgager) to a Truſtee of a new Mortgagee in Fee (of the ſame and other Premiſes) to ſecure the Payment of the new Mortgage-Money; and then to attend the Inheritance.*

Parties.

THIS Indenture of Four Parts, made the 20th day of April, in the nineteenth year, &c. and in the year of our Lord 1779, Between *A. A.* of P. in the county of G. Widow, of the firſt part, *B. B.* of, &c. Eſquire, of the ſecond part, *C. C.* of, &c. Eſquire, of the third part, and *D. D.* of, &c. Gentleman, of the fourth part.

Mortgage for years recited.

Whereas in and by one indenture bearing date on or about the 20th day of October 1776, the ſaid *B. B.* in conſideration of the ſum of one thouſand two hundred pounds therein mentioned to be to him paid by the ſaid *A. A.* Did demiſe, grant, bargain and ſell unto her the ſaid *A. A.* All thoſe the manors called E. and F. with their rights, members and appurtenances in G. aforeſaid, or by whatſoever other names the ſame, or any of them, then or at any time thentofore were called or known, And all that capital meſſuage or farm called H. Farm, in G. aforeſaid, then in the poſſeſſion of *J. J.* And all houſes, edifices, buildings, freehold lands, meadows, paſtures, coppices, woods, underwoods, commons, ways, eaſements and appurtenances whatſoever to the ſaid manors, capital meſſuage and farm belonging or any wiſe appertaining, And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſes; And all the eſtate, right, title, claim and demand whatſoever of him the ſaid *B. B.* of, in, to and out of the ſaid premiſes, every or any part thereof; To hold unto the ſaid *A. A.* her executors, adminiſtrators and aſſigns, from thenceforth, for the term of one thouſand years, without impeachment of waſte, under a proviſo to be void on payment of the ſum of one thouſand two hundred pounds principal money, with intereſt for the ſame, at the rate of four pounds ten ſhillings *per cent. per annum*, by the ſaid *B. B.* his heirs, executors or adminiſtrators, unto the ſaid *A. A.* her executors, adminiſtrators or aſſigns, on the days and times therein for that purpoſe mentioned and long ſince paſt, As by the ſaid recited indenture, reference being thereunto had, may more fully appear.

General words.

Habendum.

Proviſo.

and that the principal money has not been paid, but the intereſt has been paid.

And whereas the ſaid ſum of one thouſand two hundred pounds principal money, or any part thereof, was not paid at the day in the ſaid recited proviſo for that purpoſe limited, nor at any time ſince, but doth yet wholly remain due and payable, by means whereof the ſaid term and eſtate of the ſaid *A. A.* of and in the ſaid mortgaged premiſes became abſolute in law. And whereas all intereſt for the ſaid ſum of one thouſand two hundred pounds principal money hath been duly paid by the ſaid *B. B.* unto the ſaid *A. A.* until the day of the date hereof.

The aſſignment to the truſtee, by direction of the mortgager, the old mortgage-money being now paid by the new mortgagee.

Now this Indenture witneſſeth, That for and in conſideration of the ſum of one thouſand two hundred pounds of lawful money of Great Britain to the ſaid *A. A.* (at the requeſt, and by the direction and appointment of the ſaid *B. B.* in hand well and truly paid by the ſaid *C. C.* at or before the ſealing and delivery of theſe preſents, in full for all monies now due and owing to the ſaid *A. A.* upon her ſaid recited mortgage and ſecurity, the receipt and payment of which ſaid ſum of one thouſand two hundred pounds, accordingly ſhe the ſaid *A. A.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *C. C.* and *B. B.* and each of them, their and each of their heirs, executors, adminiſtrators and aſſigns, and every

every of them for ever by theſe preſents (which ſaid ſum of one thouſand two hundred pounds is the ſame ſum of one thouſand two hundred pounds mentioned to be paid by the ſaid *C. C.* to the ſaid *A. A.* in and by one indenture tripartite of releaſe bearing even date herewith, and made or mentioned to be made between *L. L.* Eſquire, of the firſt part, the ſaid *B. B.* of the ſecond part, and the ſaid *C. C.* of the third part, purporting to be a grant and conveyance of the ſaid manors, capital meſſuage, lands, hereditaments and premiſes, together with divers other manors, lands and hereditaments therein mentioned, unto, and to the uſe of the ſaid *C. C.* his heirs and aſſigns, by way of mortgage, (*ſubject* to a proviſo for redemption therein contained, on payment of the ſum of four thouſand pounds by the ſaid *B. B.* his heirs, executors or adminiſtrators, unto the ſaid *C. C.* his executors, adminiſtrators or aſſigns, upon the 20th day of June next enſuing the date of the ſame releaſe, and of theſe preſents); And in conſideration of the ſum of five ſhillings of like money to the ſaid *A. A.* in hand paid by the ſaid *D. D.* at or before the execution of theſe preſents, the receipt whereof is hereby acknowledged, ſhe the ſaid *A. A.* at the requeſt, and by the direction and appointment of the ſaid *B. B.* (teſtified by his being a party to and his ſealing and delivery of theſe preſents) hath bargained, ſold, aſſigned and ſet over, and by theſe preſents Doth (at the nomination of the ſaid *C. C.*) bargain, ſell, aſſign and ſet over unto the ſaid *D. D.* his executors, adminiſtrators and aſſigns, All and every the ſaid manors, capital meſſuage, lands and hereditaments herein before mentioned, And all and ſingular other the premiſes in and by the ſaid recited indenture demiſed and granted, or mentioned or intended ſo to be, with their and every of their appurtenances; And alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim and demand whatſoever, both at law and in equity, of her the ſaid *A. A.* of, in, to or out of the ſaid manors, capital meſſuage, lands, hereditaments and premiſes hereby, or mentioned to be hereby aſſigned, or any of them, or any part thereof, by force or virtue of the ſaid recited indenture, or otherwiſe howſoever, together with the ſame indenture; To have and to hold the ſaid manors, capital meſſuage, lands, hereditaments, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *D. D.* his executors, adminiſtrators and aſſigns, from henceforth for and during all the now reſt and reſidue of the ſaid term of one thouſand years therein, In Truſt in the firſt place for the ſaid *C. C.* his executors, adminiſtrators and aſſigns, for the further and better ſecuring to him and them the payment of the ſaid ſum of four thouſand pounds upon the ſaid 20th day of June next enſuing the date of theſe preſents, according to the purport, true intent and meaning of the ſaid proviſo in the ſaid indenture of releaſe contained, and after payment thereof, In Truſt to attend, wait upon and attend the reverſion, freehold and inheritance of the ſame manors, capital meſſuage, lands, hereditaments and premiſes: And the ſaid *A. A.* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *D. D.* his executors, adminiſtrators and aſſigns, that ſhe the ſaid *A. A.* hath not any time heretofore done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, by means whereof the ſaid hereby aſſigned premiſes, or any part thereof, or the ſaid term of one thouſand years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. In Witneſs, &c.

*(Newnam.)*

Reference to the new mortgage.

Premiſes.

The truſt,

to attend the inheritance.

Covenant that ſhe has not forfeited or incumbered.

# *ATTORNMENTS.

*Direction for Tenants to attorn to a Mortgagee by Indorſement on Mortgage Deeds.*

WHEREAS for the better and more effectual ſecuring the payment of the within mentioned ſum of two hundred pounds, together with intereſt, as within mentioned, unto the ſaid *B.* his executors, adminiſtrators and aſſigns, according to the true intent and meaning of the within written indenture, The within named *A.* Doth hereby direct All and every the preſent tenants of the within demiſed premiſes, to attorn and become tenants to the ſaid *B.* during the continuance of the term within mentioned, and from time to time (after deducting thereout the land-tax payable for the ſaid premiſes) to pay to the ſaid *B.* his executors, adminiſtrators or aſſigns, as well all arrears of rent, as alſo all their reſpective yearly rents from henceforth to become due and payable, during the continuance of the ſaid demiſe; And that the receipts of him the ſaid *B.* his executors, adminiſtrators and aſſigns, for all and every the ſaid rents for the time aforeſaid, ſhall be as good and ſufficient diſcharges to all and every the ſaid tenants for their reſpective rents, as if the ſame had been actually given and ſigned by him the ſaid *A.* In Witneſs, *&c.*

*(Newnam.)*

* Attornments are either *expreſsed* or *implied*. The former is either in writing or by words.
In what caſes attornments are neceſſary or not, and where void or not, *Vide Statutes* 4 *and* 5 *of* Anne, c. 61. 11 Geo. 2. c. 19. *Vide alſo the theory of this work.*

*Attornment (by Indorſement) in Conſequence of the foregoing Direction.*

WE the ſeveral perſons whoſe names are hereunder written (tenants of the within demiſed premiſes) by virtue of and in purſuance of the direction in the above written indorſement mentioned, Do hereby attorn and become from henceforth tenants to the above named *B.* And we do hereby ſeverally agree with him to pay our reſpective rents according to the ſaid direction; And in teſtimony thereof, we now ſeverally give unto the ſaid *B.* the ſum of ſix-pence as part of our reſpective rents, and in the name of ſuch attornment; As Witneſs our hands this 19th day of June, in the year of our Lord 1779.

*(Newnam.)*

*Attornment of Tenants to a Mortgagee, by the Direction of a Mortgager.*

TO all to whom theſe preſents ſhall come, *P. G.* of ———, Eſquire (mortgager) *R. N.* Yeoman, *W. A. J. P.* and *J. H.* Yeomen, (tenants) ſend greeting. Whereas the ſaid *R. N.* holds of, and rents of the ſaid *P. G.* a certain farm called W. farm, and the ſaid *W. A.* rents part of T. farm, and *J. P.* other part thereof, and the ſaid *J. H.* rents a farm called P. And whereas the ſaid farms are in mortgage to *R. R.* of ———, Eſquire, and his truſtees for ——— pounds principal money, on which mortgage there is a great arrear of intereſt: And whereas the ſaid *P. G.* is willing and deſirous that the ſaid *R. R.* ſhould have the poſſeſſion of the ſaid premiſes, and receive the rents thereof; and to that end hath agreed, that the ſaid reſpective tenants ſhall attorn and become tenants to the ſaid *R. R.* and from henceforth pay their reſpective rents to him the ſaid *R. R.* and his aſſigns: Now know ye, that the ſaid *R. N. W. A. J. P.* and *J. H.* by the direction of the ſaid *P. G.* teſtified by his being party to, and ſigning and ſealing this preſent writing, Have attorned and become tenants, and by theſe preſents Do attorn and become tenants to the ſaid *R. R.* and in teſtimony of this attornment have, and each of them hath paid to the ſaid *R. R.* ſix-pence. And the ſaid *R. N. W. A. J. P.* and *J. H.* for themſelves ſeverally and reſpectively and not jointly, and for their ſeveral and not joint heirs, acts, executors and adminiſtrators, do hereby covenant and agree to and with the ſaid *R. R.* that they will from henceforth reſpectively pay their reſpective rents due and payable for their reſpective farms, to the ſaid *R. R.* and his aſſigns, and ſhall not, nor will deliver poſſeſſion of the ſaid farms to any other perſon, unleſs thereunto compelled by law or equity. In Witneſs, &c.

Covenant from the tenants to pay their rents, &c.

*Attornment by a Tenant to the Agent of a Perſon, purſuant to an Order for that Purpoſe.*

WHEREAS *A.* by writing under his hand, bearing date, *&c. Hath* deſired and impowered me to attorn tenant for the lands I hold of him in H. unto *C.* by the acceptance of her agent *D.* and to pay her the rent to grow due for the ſame; a copy of which order is indorſed on the back ſide of theſe preſents, and which I have atteſted to be a true copy: Now I the ſaid *B.* in purſuance thereof, Do this ——— day of, *&c.* attorn and become tenant to the ſaid *C.* for the lands at H. which I hold of the ſaid *A.* as aforeſaid, by the acceptance of the ſaid *D.* And in token of ſuch my attornment, I have paid unto the ſaid *D.* for the uſe of the ſaid *C.* ſix-pence in part of the rent which ſhall become due for the ſaid premiſes at Michaelmas next; And in purſuance of the direction aforeſaid, agree that I will pay the growing rent of the ſaid premiſes to the ſaid *C.* or to her order or uſe. Witneſs my hand, *&c.*

Attorney, Letters or Powers of, Vide Letters of Attorney.

# AWARDS.

*Award that one Party ſhall convey certain Lands and pay a Sum of Money to the other. All Suits to ceaſe. Parties to give mutual general Releaſes.*

**TO all to whom** theſe preſents ſhall come, *A. A.* of the pariſh of A. in the county of B. Gentleman, *C. C.* of the ſame pariſh, Yeoman, and *D. D.* of the ſame pariſh, Yeoman, *ſend greeting*. **Whereas** divers ſuits, diſputes, controverſies and differences have happened and ariſen, and are now depending between *E. E.* of the ſaid pariſh of A. Gentleman, and *F. F.* of the ſame pariſh, Yeoman, for pacifying, compoſing, ordering and ending whereof the ſaid *E. E.* and *F. F.* have bound themſelves each to the other in the penal ſum of one thouſand eight hundred pounds of lawful money of Great Britain, by ſeveral bonds or obligations, bearing date the 16th day of September laſt paſt before the date hereof, with condition there under written, to ſtand to, obey, abide, perform and keep the award, order, arbitrament, final end and determination of the ſaid *A. A. C. C.* and *D. D.* arbitrators, indifferently named, elected and choſen, as well on the part and behalf of the ſaid *E. E.* as of the ſaid *F. F.* to arbitrate, award, judge and determine of and concerning all and all manner of action and actions, cauſe and cauſes of actions, ſuits, bills, bonds, judgments, executions, extents, quarrels, controverſies, treſpaſſes, damages and demands whatſoever, at any time or times thentofore had, made, commenced, ſued, proſecuted, or depending by or between the ſaid parties, or either of them, ſo as the ſaid award ſhould be made in writing under the hands and ſeals of the ſaid arbitrators, or any two of them, ready to be delivered unto the ſaid parties on or before the 16th day of this inſtant month of October, as by the ſaid obligations and conditions thereof it doth and may appear. Recital of ſuits, &c. and of arbitration bonds.

**Now know ye**, that the ſaid *A. A. C. C.* and *D. D.* taking upon them the charge and burden of the ſaid award, and having deliberately heard the allegations and proofs of both the ſaid parties, **Do** by theſe preſents arbitrate, award, order, decree and adjudge of and concerning the premiſes, in manner and form following; *(that is to ſay)* **Firſt**, they do award, order, decree and adjudge, that the ſaid *F. F.* or his heirs ſhall and do, on or before the 10th day of January next enſuing the date hereof, make and execute a good and ſufficient conveyance and ſettlement (in caſe the ſame be not already done) of ſuch part of a certain farm ſome time in the poſſeſſion of *G. G.* ſituate in the pariſh of H. in the county of H. as is freehold and not copyhold, in purſuance and according to the true intent and meaning of certain articles of agreement bearing date on or about the 16th day of June, which was in the year of our Lord 1764, and made, or mentioned to be made between the ſaid *F. F.* of the one part, and the ſaid *E. E.* of the other part, or as near thereto as the preſent circumſtances of the caſe will admit. The award, for one party to convey land, and to pay money to the other.

**And alſo** the ſaid arbitrators do further award, order, decree and adjudge, that the ſaid *F. F.* his executors or adminiſtrators ſhall and do, on or before the ſaid 10th day of January next enſuing the date hereof, pay or cauſe to be paid unto the ſaid *E. E.* his executors or adminiſtrators, at or in the now dwelling-houſe of the ſaid *E. E.* in A. aforeſaid, the ſum of one hundred and ſixty-ſix pounds of lawful money of Great Britain, in full payment, diſcharge and ſatisfaction of and for all monies, debts and duties due or owing unto the ſaid *E. E.* by the ſaid *F. F.* upon any account whatſoever, at any time before their entering into the ſaid bonds of arbitration as aforeſaid. **And alſo** the ſaid arbitrators do hereby further award, order, decree and adjudge, that all actions and ſuits commenced, brought or depending between the ſaid *E. E.* and *F. F.* for any matter, cauſe or thing whatſoever ariſing or happening at the time of, or before their entering into the ſaid bonds of arbitration, ſhall from henceforth ceaſe and determine, and be no further proſecuted or proceeded in by them, or either of them, or by their or either of their means, conſent or procurement. All ſuits before the bonds to ceaſe,

**And laſtly**, the ſaid arbitrators do hereby further award, order, adjudge and decree, that the ſaid *E. E.* and *F. F.* ſhall and do, within the ſpace of two days next enſuing the date of this preſent award, ſeal and execute unto each other mutual and general releaſes of all actions, cauſe and cauſes of action, ſuits, controverſies, treſpaſſes, debts, duties, damages, accounts, reckonings and demands whatſoever, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world until the day of the date of the ſaid bonds of arbitration as aforeſaid. and the parties mutually to give general releaſes.

**In Witneſs** whereof the ſaid arbitrators to both parts of this preſent award indented have ſet their hands and ſeals this 20th day of November, in the nineteenth year of the reign of our Sovereign Lord King George the Third, and in the year of our Lord 1779.

*(Newnam.)*

*By two Arbitrators.*

**TO all to whom** theſe preſents ſhall come, **We** *J. F.* of ——— and *R. C.* of ——— ſend greeting. **Whereas** divers ſuits, animoſities, variancies, controverſies, ſtrifes and contentions, have been and yet are depending and unſettled between *R. D.* of ——— and *M. C.* of ——— for the appeaſing, pacifying, ordering and determining whereof the ſaid *R. D.* and *M. C.* have ſubmitted themſelves, and are become bound each to the other by their ſeveral obligations, dated the ——— in the ſum of ——— with conditions thereunder written, to ſtand to, obey, abide, obſerve, perform, fulfil and keep the award, order, final end, arbitrament, determination and judgment of us the ſaid *J. F.* and *R. C.* arbitrators Recital,

arbitrators indifferently elected and chosen, as well on the part and behalf of the said *R. D.* as on the part and behalf of the said *M. C.* to award, order, arbitrate, determine and judge of and concerning all and all manner of actions, suits, judgments, executions, accounts, reckonings, trespasses, controversies and demands whatsoever, had, made, subsisting and depending between the said *R. D.* and *M. C.* until the day of the date of these presents; **So always** as the said award, arbitrament, determination and judgment of us the said *J. F.* and *R. C.* for and concerning the premises, be made and put in writing under our hands and seals, on or before the ———, as by the said obligations and conditions doth more fully appear: **Now know ye**, that we the said *J. F.* and *R. C.* arbitrators as aforesaid, taking upon us the charge of the said award and arbitrament, and having deliberately and at large heard, examined and considered the

Award. allegations, witnesses and evidences of both the said parties concerning the premises, **Do** thereupon make this our award, arbitration and judgment in writing between the said parties, of and concerning the premises, in manner and form following; *(that is to say)* **First**, we do award, arbitrate and determine by these presents, that the said *R. D.* his executors, administrators or assigns, shall and will well and truly pay, *&c.* ——— **And** we the said arbitrators do also award, *&c.* that he the said *R. D.* shall also on the ——— sign and seal, and as his act and deed deliver unto the said *M. C.* or to her use, a general release in writing, of all manner of actions, suits, causes of action, bonds, bills, covenants, controversies and demands whatsoever from the beginning of the world unto the day of the date of the obligations aforesaid: **And further** we do award, arbitrate and determine, that the said *M. C.* shall well and truly pay, *&c.* **And** also sign, seal, *&c.* ——— a release, *&c.* ———. **In Witness**, &c.

*(Jones.)*

*Another.*

Recital. **To all to whom** these presents shall come, *A. B. C. D.* and *E. F.* of, *&c.* send greeting. **Whereas** divers suits, *&c.* between *T. W.* and *J. S.* of, *&c.* for pacifying, *&c.* whereof he the said *T. W.* and *J. S.* have bound themselves either to the other, in, *&c.* several obligations, *&c.* with conditions thereunder written to stand to, *&c.* of the said *A. B. C. D.* and *E. F.* arbitrators indifferently elected and chosen, as well on the part and behalf of the said *J. S.* as of the said *T. W.* to award, *&c.* all manner of actions, *&c.* depending, *&c.* between the said *J. S.* and the said *T. W.* so that the said award be made, *&c.* on or before, *&c.* at or in, *&c.* as by the said obligations and conditions, amongst other

Award, things, doth and may appear. **Now know ye**, that the said *A. B. C. D.* and *E. F.* taking upon them, *&c.* and having deliberately, *&c.* do by these presents arbitrate, *&c.* of and concerning the premises, in

to pay money. manner, *&c.* **First**, they do award, *&c.* by, *&c.* that the said *J. S.* his, *&c.* or some of them, shall well and truly pay, or cause, *&c.* unto the said *T. W.* or his certain attorney, executors, administrators, or some of them, on, *&c.* at, *&c.* two hundred pounds of, *&c.* and on, *&c.* other two hundred pounds of, *&c.* in full satisfaction of four hundred pounds, for payment whereof the said *J. S.* stood bound to the

Actions to cease. said *T. W.* in and by, *&c.* as thereby may appear; **Also** the said arbitrators do award, *&c.* that the said *J. S.* his executors and administrators, or some of them, at their or some of their costs and charges, shall, before the, *&c.* cause and procure that all suits, bills and informations heretofore commenced against the said *T. W.* in any court or courts whatsoever, either by or in the name of the said *J. S.* or by or in the name of *H. S.* his son, or by or in the name of our Sovereign Lord the King, that now is, and of every or any of them, or by or in the name of any other person or persons, by the consent, means and procurement of them, or any of them, shall from thenceforth cease and be no further proceeded in by them, or any of them, or by the means, consent or procurement of them, or any of them, and before the, *&c.* be

That a bond shall be given for payment of the money. utterly discontinued and made void; **And** the said arbitrators do further award, *&c.* by, *&c.* that for the true payment of the said sum of four hundred pounds, the said *J. S.* and *G. S.* within two days next after tender or delivery of the one part of this present award to the said *J. S.* shall well and sufficiently make, seal and deliver as their deeds to the said *T. W.* in, *&c.* one obligation or writing obligatory, wherein and whereby the said *J. S.* and *G. S.* shall acknowledge themselves, or either of them, to be jointly and severally bound to the said *T. W.* in the sum of, *&c.* with condition thereupon, in due form of law indorsed or underwritten, for the sure payment of the said sum of, *&c.* the said arbitrators do further

That a recognizance in Chancery shall be cancelled. award, *&c.* that the said *J. S.* his executors or administrators, or some of them, shall and will before, *&c.* at his and their own proper costs and charges, cause and procure to be cancelled and made void, one recognizance of two hundred pounds, bearing date the, *&c.* acknowledged and inrolled in the King's Majesty's High Court of Chancery, wherein and whereby the said *T. W.* stands bound to the said *J. S.* in the said sum, with condition thereunto annexed, that if the said *T. W.* his heirs, executors and administrators, and every of them, should well and truly observe, perform, fulfil and keep all and singular the covenants, grants, articles and agreements, which on his or their parts are to be observed, *&c.* contained and specified in one indenture, bearing date the, *&c.* had and made between the said *T. W.* of the one part, and the said *J. S.* of the other part, concerning the marriage of *M. M.* son and heir apparent of the said *T. W.* and *A. S.* daughter of the said *J. S.* according to the true intent, purport and effect of the said indenture; that then the same recognizance to be void and of no effect, or else to stand, *&c.* as by

To cancel marriage articles. the said recognizance and indenture, relation, *&c.* **And also** that the said *J. S.* his, *&c.* or some of them, shall and will, before the feast of, *&c.* deliver or cause to be delivered up unto the said *T. W.* the said indenture of covenant, his executors or administrators, or any of them, in the said now dwelling-house of the said *T. W.* the said indenture of covenant concerning the aforesaid marriage cancelled, or to be cancelled; **In Consideration** whereof it is further ordained, *&c.* by the said arbitrators, that he the said *T. W.* do and shall within two days next after, *&c.* at, *&c.* make, *&c.* to the said *J. S.* **In Witness** whereof the said arbitrators to both parts of this present award indented have set their hands and seals this 19th day of June in the year of our Lord 1779.

*An*

*An Award made by Order of Chancery to be confirmed by a Decree.*

TO all to whom, &c. *A. B.* of, *&c.* and *C. D.* of, *&c.* ſend greeting. Whereas by an order of the High Court of Chancery, bearing date, *&c.* between *E. F.* plaintiff, and *G. H. &c.* defendant, alſo between the ſaid *G. H.* plaintiff, againſt the ſaid *E. F.* defendant, It *was ordered* by and with the conſent of all the ſaid parties, that all the matters and differences contained and mentioned in the ſaid ſeveral ſuits, as they then ſtood in Court, ſhould ſtand referred to us the ſaid *A. B.* and *C. D.* and what order or award we ſhould make therein, ſhould be final and concluding to all parties, ſo as the ſaid award were publiſhed under our hands and ſeals, before the, *&c.* as by the ſaid order, relation, *&c.* (amongſt other things) it doth, *&c.* Know ye, that we the ſaid *A. B.* and *C. D.* having divers times heard the parties to the ſaid ſeveral ſuits, and examined the ſeveral and reſpective allegations and pretences therein contained, to the intent, and that final end and concluſion may be of the ſaid ſeveral ſuits and controverſies, to every matter and thing in difference relating thereunto between the ſaid parties, do hereby make and publiſh our award touching and concerning all and ſingular the matters to us referred as aforeſaid, in manner and form following; that is to ſay, Whereas the ſaid *E. F.* did, *&c.* First, we do order and award, that all and every the plaintiffs and defendants in the ſaid ſeveral ſuits to us referred, ſhall ſeal and execute to each other releaſes touching all and every the matters and things contained or mentioned in the ſaid ſeveral ſuits, as by any of the ſaid parties to the ſaid ſuits ſhall at any time within a year next enſuing be reaſonably required; And ſecondly, to be at the only coſts and charges of ſuch of the ſaid parties, in whoſe behalf the ſame ſhall be required, ſo as the ſaid releaſes do not extend to bar or diſcharge any matter or thing hereby awarded to be done or performed; Thirdly, we do award, that all and every the ſuits between the ſaid parties to us referred ſhall ceaſe, and that no other or further proceedings, proſecutions in law or equity, be at any time hereafter had, commenced or proſecuted by them, or any of them, their heirs, executors or aſſigns, for or concerning any of the matters or things in the ſaid ſeveral ſuits contained, and that the bills now depending againſt each other ſhall be diſmiſſed without coſts of either ſide. In Witneſs, &c.

Order.

To execute releaſes.

Cauſes to ceaſe, and bills be diſmiſſed without coſts.

*(Wood.)*

*An Award to end Differences brought into Chancery and ſubmitted to Arbitration by Agreement, which Agreement on Motion was made an Order of Court.*

TO all to whom theſe preſents ſhall come, We *J. H.* and *J. M.* of London, Merchants, ſend greeting: Whereas *G. W.* of, *&c. Did* provide cordage for the uſe of the Ship called the B. Gally: And whereas differences and diſputes having afterwards ariſen betwixt the ſaid *G. W.* and *J. W.* of, *&c.* Eſquire, *R. B.* of, *&c.* Shipwright, and *T. H.* of, *&c.* Merchant, part-owners of the ſaid ſhip, concerning the paying of the ſaid *G. W.* for the ſaid cordage, and concerning the proportions each of them the ſaid *J. W. R. B.* and *T. H.* ſhould contribute towards the ſame: And whereas the ſaid *G. W.* exhibited his bill of complaint in the High Court of Chancery againſt the ſaid *J. W. R. B.* and *T. H.* for the recovery of the money due to the ſaid *G. W.* for the ſaid cordage, and after anſwer put in by the ſaid defendants to the ſaid bill, and divers witneſſes examined in the ſaid cauſe, the ſaid parties, plaintiff and defendants did ſubmit the premiſes to the arbitration, final end and determination of *W. P. W.* Eſquire, and of the ſaid *J. H.* and *J. M.* And whereas afterwards by an order made in the ſaid Court of Chancery by the Right Honourable Sir *J. T.* Knight, Maſter of the Rolls, bearing date, *&c.* thereby mentioning or ſetting forth (among other things) that upon motion made the ſaid —— day of, *&c.* unto the ſaid Court by Mr. *T.* of counſel for the ſaid *G. W.* and upon producing of an agreement ſigned by the ſaid parties, plaintiff and defendants, and their reſpective Clerks in Court and Solicitors, dated the, *&c.* whereby it was agreed, that all the matters in difference between or among the ſaid parties, or any of them, mentioned or ſet forth in the bills exhibited in the ſaid cauſe and a croſs cauſe, wherein the ſaid *T. H.* was plaintiff, and the ſaid *J. W. R. B.* and *G. W.* were defendants, or either of ſaid cauſes, were left and referred to the arbitration, final end and determination of the ſaid *W. P. W. J. H.* and *J. M.* or any two of them, ſo as the ſaid arbitrators, or any two of them, ſhould make their award in writing under their hands and ſeals, ready to be delivered to the ſaid parties in difference, or ſuch of them as ſhould deſire the ſame, before the, *&c.* and that upon producing of a ſubſequent agreement, ſigned by the parties aforeſaid, dated the, *&c.* whereby it was agreed, that the time limited by the aforeſaid agreement for the aforeſaid referees, or any two of them, to make their award purſuant to the aforeſaid agreement, be enlarged unto the firſt day of the next term, and that any award to be made by the ſaid referees, or any two of them, in the manner before mentioned, was to be good and effectual as if made on or before the third inſtant; It was prayed that the ſaid agreement might be made an order of the ſaid Court, which his honour was pleaſed to order accordingly, as by the ſaid order, duly entered in the ſaid Court, may more fully appear: And whereas we the ſaid *J. H.* and *J. M.* two of the ſaid arbitrators, in purſuance of the ſaid ſubmiſſion and order, have taken upon us the charge of the ſaid arbitrament, and have deliberately heard, examined and conſidered all matters in difference between or amongſt the ſaid parties, and their allegations, anſwers and proofs in that behalf alledged, made and produced: Now therefore we the ſaid *J. H.* and *J. M.* by this preſent writing under our hands and ſeals, Do make, deliver and give our final award, arbitrament, and judgment concerning the premiſes to us ſubmitted, as aforeſaid, in manner and form following; (*That is to ſay*) First, we do by theſe preſents award, arbitrate and ordain, that all the ſaid ſuits between the ſaid parties, (other than upon the ſaid order or orders of reference, and for the compelling the performance of the award hereby made) ſhall from henceforth utterly ceaſe and determine; And in regard that we find that there is due to the ſaid plaintiff *G. W.* for the ſaid cordage, provided by him for the ſaid ſhip, the ſum of two

Cordage found for a ſhip. Differences between him and the part-owners.

Bill in Chancery. Anſwer. Interrogatories. Submiſſion to arbitration. Order in Chancery, ſetting forth agreement of reference.

Subſequent agreement for further time,

whereby ſaid agreements were made an order of court. Conſideration of the arbitrators as to the premiſes.

Award.

hundred and ſixteen pounds, and that he the ſaid *G. W.* in ſuing for and in defence of the ſame, has expended upwards of the ſums of ſeventy pounds, both which ſaid ſums amount in the whole to the ſum of two hundred and eighty-ſix pounds, We do by theſe preſents award, arbitrate and ordain, that the ſaid *J. W.* his executors and adminiſtrators, ſhall well and truly pay, or cauſe to be paid unto the ſaid *G. W.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* (being thirteen ſixteenth parts of the ſaid ſum of, *&c.*) in manner, *&c.* and that upon full payment of the ſaid ſum of, *&c.* in manner as aforeſaid, we do hereby award, arbitrate and ordain, that the ſaid *G. W.* and *J. W.* do reſpectively ſeal, execute and deliver to each other mutual general releaſes of all actions, cauſe and cauſes of action and actions, ſuits, quarrels, accounts and demands whatſoever, any ways relating to or concerning the premiſes to us ſubmitted as aforeſaid, from the beginning of the world until the ſaid, *&c.* being the time of the ſubmiſſion; And we do hereby further award, arbitrate and ordain, that the ſaid *R. B.* his executors and adminiſtrators, ſhall well and truly pay, or cauſe to be paid unto the ſaid *G. W.* his executors, adminiſtrators or aſſigns, the ſum of, *&c.* (being, *&c.*) upon the, *&c.* and that upon full payment of the ſaid ſum of, *&c.* at the time aforeſaid, We do hereby award, arbitrate and ordain, that the ſaid *G. W.* and *R. B.* do reſpectively ſeal, *&c.* mutual general releaſes of all actions, *&c.* And alſo we do hereby further award, arbitrate and ordain, that the ſaid *T. H. &c.* In Witneſs, &c.

(*Pigott.*)

*An Award by an Umpire who was nominated in the Bond of Arbitration.*

To all to whom, &c. I *J. K.* of ——— ſend greeting: Whereas divers ſuits, *&c.* (*as in the other precedents to*) determination and judgment of *J. F.* and *R. R.* arbitrators, *&c.* under our hands and ſeals, on or before ——— and if the ſaid arbitrators ſhould not make their ſaid award in writing aforeſaid, on or before the ſaid ——— then the ſaid parties were to ſtand to, obey, abide, obſerve, perform and keep the award, umpirage, final end and judgment of me the ſaid *J. K.* umpire, indifferently choſen between the ſaid parties for ending the differences aforeſaid, ſo as my ſaid award and umpirage was made in writing under my hand and ſeal, ready to be delivered to the ſaid parties at, *&c.* on, *&c.* as by the ſaid ſeveral obligations and conditions thereof may appear: And whereas the ſaid *J. F.* and *R. R.* did not make their award between the ſaid parties by the time limited by the ſaid bonds of arbitration as above mentioned, whereby the compoſing, pacifying and ordering the ſaid differences and matters and diſputes, depends wholly upon me: Now know ye, That I the ſaid *J. K* having taken upon me the charge and buſineſs of the ſaid award, and being willing to ſet the ſaid parties at peace and concord, by making a final end of the controverſies between them, and having by good advice and deliberation heard and examined the titles, allegations and proofs of both the ſaid parties concerning the ſaid premiſes in diſpute, do, with the conſent of both the ſaid parties, make, publiſh, declare and deliver this my award concerning the ſaid premiſes, in manner and form following, (that is to ſay) Firſt, I finally award, judge and determine, that, *&c.* In Witneſs, &c.

(*Wood.*)

*An Award upon a Rule of Reference made at the Trial of a Cauſe.*

Whereas at a ſitting of *Niſi Prius* held at Weſtminſter-hall for the county of Middleſex, before the Right Honourable Sir *R. E.* Knight, Lord Chief Juſtice of his Majeſty's Court of Common Pleas at Weſtminſter, the ——— day of ——— laſt, a cauſe came on then to be tried, wherein *R. F.* was plaintiff, and *W. T.* of ——— defendant, and on ſuch trial, by conſent of both parties, their counſel and attornies, an order or rule was then made, that the ſaid cauſe, and alſo one other cauſe depending between the ſame parties in the Court of Common Pleas, ſhould be referred to *T. B. B. J.* and *N. C.* the three foremen of the jury impannelled and ſworn to try the ſaid cauſe, or any two of them, to hear and determine all the ſaid differences, ſo as the ſaid *T. B. B. J.* and *N. C.* or any two of them, ſhould make and publiſh their award in writing, on or before the ——— day of ——— next: Now we the ſaid *T. B. B. J.* and *N. C.* in purſuance of the ſaid order or rule of reference, having heard both the ſaid parties, their allegations and anſwers, touching the matters in difference between them, and having thoroughly conſidered of the ſame, Do award, order and adjudge of and upon the premiſes, in manner and form following, that is to ſay, Firſt, we do award and order, that the ſaid *R. F.* ſhall conſent that the ſum of ——— paid him into the ſaid Court of Common Pleas, be received out of the ſaid Court by him the ſaid *W. T.* to the proper uſe of him the ſaid *W. T* And we do award and order, that the ſaid *R. F.* ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. T.* the ſum of ——— on the ——— day of ——— next, at the houſe of *T. R.* ſituate in ———, commonly called ———, between the hours of —— and ——— of the clock of the ſame day: And we do alſo award and order, that the ſaid *W. P.* ſhall, upon the receipt of the ſaid ——— out of the ſaid Court of C. P. and on payment of the ſaid ſum of ——— execute unto the ſaid *R. F.* a general releaſe of the matters to us referred, and that the ſaid *R. F.* ſhall at the ſame time execute unto the ſaid *W. T.* the like releaſe. In Witneſs, &c.

*An Award purſuant to a Clauſe in Articles of Agreemnet for Repairing a Houſe, whereby all Differences were agreed to be determined by Arbitration.*

TO all to whom theſe preſents ſhall come, We *B. T.* of, *&c.* Carpenter, and *M. R.* of, *&c.* Carpenter, ſend greeting. Whereas by certain articles of agreement, bearing date, *&c.* and made between *A. Y.* widow, *W. B.* Eſquire, and *T. B.* Soap-maker, of the one part, and *J. L.* Carpenter, of the other part, *He* the ſaid *J. L.* in conſideration of one hundred and twenty pounds to be paid to him as therein after mentioned, *Did* covenant with the ſaid *A. Y. W. B.* and *T. B.* that he the ſaid *J. L.* at his charge, would on or before, *&c.* in a complete and workman-like manner, and with good ſubſtantial materials of all ſorts, make the ſeveral alterations, reparations and amendments to a meſſuage, ſituate, *&c.* in ſuch manner as therein is particularly mentioned and ſet forth; *In Conſideration* whereof they the ſaid *A. Y. W. B.* and *T. B.* did thereby covenant with the ſaid *J. L.* that they the ſaid *A. Y. W. B.* and *T. B.* ſhould and would pay, by equal proportions, unto the ſaid *J. L.* the ſaid ſum of one hundred and twenty pounds in manner as follows, *viz.* the ſum of fifty pounds part thereof, on the, *&c.* then next, and the ſum of ſeventy pounds, reſidue thereof, within fourteen days next after the ſaid meſſuage ſhould be completely repaired and amended in manner as therein before mentioned, and that it ſhould be lawful for the ſaid *J. L.* to have the old materials as ſhould not be uſed in repairing the premiſes to his own uſe; And it was thereby mutually agreed between the ſaid parties, that if any diſpute ſhould ariſe between them relating to the performance of the ſaid articles, that then the ſame ſhould be forthwith left to the determination of two indifferent perſons as arbitrators; the one to be named by the ſaid *A. Y. W. B.* and *T. B.* and the other by the ſaid *J. L.* or to an umpire to be choſen by the ſaid arbitrators in caſe of their diſagreement, and what award or umpirage ſhould be made in writing under their hands and ſeals ſhould be final; *Provided* the ſame be ſo made within fourteen days next after the ſaid perſons ſhould be ſo named and choſen, *As* by, *&c.* And whereas the ſaid *J. L.* hath at his charge made ſuch alterations, reparations and amendments of the ſaid meſſuage, purſuant to his covenant contained in the ſaid articles for that purpoſe with the ſaid *A. Y. W. B.* and *T. B.* and he the ſaid *J. L.* hath received of the ſaid *A. Y.* the ſum of fifty pounds, being the firſt payment in the ſaid articles, and alſo the further ſum of fifteen pounds (making together the ſum of ſixty-five pounds) which exceeds the ſaid *A. Y.*'s third part and proportion of the ſum of one hundred and twenty pounnds mentioned in the ſaid articles, by the ſum of twenty-five pounds, and there now remains to be paid to the ſaid *J. L.* by the ſaid *W. B.* and *T. B.* according to the ſaid articles, the further ſum of fifty-five pounds. And whereas ſome diſputes have ſince aroſe touching his the ſaid *J. L.*'s making ſuch reparations as aforeſaid, the ſame were on the, *&c.* referred to us the ſaid *B. T.* and *M. R.* as arbitrators indifferently named and choſen by and between the ſaid parties reſpectively, to make our final determination therein: Now know ye, that we the ſaid arbitrators having carefully inſpected and viewed the ſeveral alterations, reparations and amendments done in and to the ſaid meſſuage or tenement by the ſaid *J. L.* have thought fit, and we Do hereby award that the ſum of five pounds ſhall be deducted out of the ſaid ſum of fifty-five pounds ſo remaining to be paid to the ſaid *J. L.* as aforeſaid, and that the ſaid five pounds ſhall be forthwith laid out in further repairs of the ſaid meſſuage; And we the ſaid arbitrators Do hereby egree and declare, award, adjudge and determine, that there is now juſtly due and ought to be paid to the ſaid *J. L.* (excluſive of the ſaid ſum of ſixty-five pounds ſo paid to him, and of the ſum of five pounds hereby agreed by us the ſaid arbitrators to be ſo deducted as aforeſaid) the full ſum of fifty pounds, of, *&c.* Which ſaid ſum of fifty pounds we do hereby order and award ſhall be paid by them the ſaid *W. B.* and *T. B.* unto the ſaid *J. L.* at, *&c.* on, *&c.* next between the hours of ten and eleven o'clock in the forenoon of the ſame day; And we do hereby further award that the ſum of four pounds five ſhillings and ſix-pence, being the expences and charges incident to this arbitration, ſhallbe paid by them the ſaid *A. Y. W. B. T. B.* and *J. L.* in equal ſhares. In Witneſs whereof we the ſaid *B. T.* and *M. R.* the ſaid arbitrators, have to this our award ſet our hands and ſeals this 10th day of January in the year of our Lord 1780.

Recital of articles of agreement for repairing a houſe,

with covenant, that if any diſputes ſhould ariſe, they ſhould be referred to arbitrators.

Repairs done.

Money received in part.

Money remaining.

Diſputes about the repairs.

Awards.

# BARGAIN and SALE.

*Bargain and Sale of Lands by the Mortgagee and Mortgager and Wife, to make a Tenant to the* Præcipe *in order to ſuffer a Recovery to the * Uſe of the Purchaſer and his Heirs.*

THIS Indenture Quadrupartite, made the 20th day of March, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Adam Archer*, of, &c. Eſquire, only ſon and heir of Dame *Barbara Archer*, deceaſed, (late wife of Sir *Charles Archer*, Baronet, and the only daughter and heir of *David Duncomb*, Eſquire, deceaſed) and *Eſther*, wife of the ſaid *Adam Archer*, of the firſt part, *Francis Frowde* of, &c. Eſquire, of the ſecond part, *George Grainger* of London, Gentleman, of the third part, and *James Johnſon* of, &c. Eſquire, and *Lewis Lowther*, Citizen and Goldſmith of London, of the fourth part.

Recital of a contract for the purchaſe of a mortgaged eſtate.

Whereas the ſaid *James Johnſon* hath contracted with the ſaid *Adam Archer* for the abſolute purchaſe of the manor, meſſuages, lands and hereditaments herein after bargained and ſold, with their appurtenances, for the ſum of ſix thouſand pounds of lawful money of Great Britain.

The conſideration.

Part of the purchaſe money (viz. the mortgage money) paid into the Bank, purſuant to a decree in Chancery.

The reſidue paid to the mortgager.

Now this Indenture witneſſeth, That for and in conſideration of the ſum of four thouſand pounds of lawful money of Great Britain, (part of the ſaid ſix thouſand pounds purchaſe money) paid into the Bank of England by the ſaid *James Johnſon*, on the day of the date hereof, in the name of the ſaid *Adam Archer*, and with the privity and conſent, and by the direction of him and of the ſaid *Francis Frowde*, and in purſuance of an order of the High Court of Chancery, made the 10th day of April now laſt paſt, in a cauſe wherein the ſaid *Adam Archer* and *Charles Archer*, *Mary Archer* and *Narciſſa Archer*, infants, by the ſaid *Adam Archer* their father, and *Prochein Amy*, are plaintiffs, and *Olivia Oldham* and the ſaid *Francis Frowde*, and others, defendants, (being in full for all principal monies and intereſt now due on a mortgage in fee formerly made to *Peter Palmer*, Eſquire, ſince deceaſed) and the ſaid *Francis Frowde*, of all the ſaid purchaſed premiſes, in purſuance of a former order of the ſaid Court, made on the 27th day of March 1775; the payment of which ſaid ſum of four thouſand pounds by the ſaid *James Johnſon*, in manner aforeſaid, they the ſaid *Adam Archer* and *Francis Frowde* do hereby own and acknowledge, and in conſideration of the ſum of two thouſand pounds of like money (reſidue of the ſaid ſix thouſand pounds purchaſe money) unto the ſaid *Adam Archer* in hand well and truly paid by the ſaid *James Johnſon*, at or before the execution of theſe preſents, the receipt whereof he the ſaid *Adam Archer* doth hereby acknowledge (which ſaid ſeveral ſums of four thouſand pounds and two thouſand pounds, make together the ſaid ſum of ſix thouſand pounds, which is the ſame ſum of ſix thouſand pounds mentioned to be the conſideration money of one indenture of releaſe of the ſaid purchaſed premiſes bearing even date herewith, between the ſame parties as are parties hereto, and therein mentioned to be paid by the ſaid *James Johnſon* in the proportions and in manner aforeſaid; And in conſideration of ten ſhillings of like money to the ſaid *Adam Archer* and *Francis Frowde* paid by the ſaid *George Grainger*, at or before the execution of theſe preſents, the receipt whereof is hereby acknowledged; And for docking and barring all eſtates-tail, and all reverſions and remainders thereupon expectant or depending of and in the ſaid purchaſed manor, meſſuages, lands and hereditaments, every or any part thereof (if any ſuch there be now ſubſiſting, and which are not ſpent, determined, barred or deſtroyed); And for conveying and limiting the ſame premiſes, with their appurtenances, in manner herein after mentioned, The ſaid *Francis Frowde*, at the requeſt, and by the direction and appointment of the ſaid *Adam Archer* (teſtified by his being a party to, and his ſealing and delivery of theſe preſents) Hath bargained and ſold, and by theſe preſents Doth bargain and ſell, and the ſaid *Adam Archer* and *Eſther* his wife Have, and each of them Hath granted, bargained, ſold and confirmed, and by theſe preſents Do, and each of them Doth grant, bargain and ſell unto the ſaid *George Grainger*, his heirs and aſſigns, All that capital meſſuage or tenement heretofore built by one *Richard Rous*, deceaſed, at or near Salt-hall, in the pariſh of Salt-hall and county of Lincoln, And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part thereof; And alſo all the eſtate, right, title, intereſt, truſt, property, equity of redemption, claim and demand whatſoever, both at law and in equity, of them the ſaid *Adam Archer* and *Eſther* his wife, and *Francis Frowde*, and of each or any of them, of, in, to or out of the ſaid manor, meſſuages, lands, hereditaments and premiſes, every or any part thereof;

Reference to an indenture of releaſe of this date, for barring remainders, &c.

The mortgagee and mortgager and his wife bargain, &c.

Habendum.

To have and to hold the ſaid manor, meſſuages, lands, tenements, hereditaments,

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## CASE.

*A. B.* being tenant in tail, levied a fine and ſuffered a recovery, but did not declare the uſes.

*Quere*, If the fine and recovery will operate in law?

I conceive *B.* was tenant in tail, and could make a tenant to the præcipe, and bar the remainder, and the fine * is a good conveyance to make a tenant to the præcipe, and the recovery ſuffered thereupon by a writ of entry brought againſt the conuſee, and the vouching the conuſor, is good, without any deed to declare the uſes, ſince thereby *A.* without any direction of the uſe, will, by operation of law, leave a fee ſimple.

*N. PIGOTT.*

* Though a fine was not abſolutely neceſſary.

*(Newnam.)*

and

and all and ſingular other the premiſes, with their appurtenances, unto the ſaid *George Grainger*, his heirs and aſſigns, **To the Uſe and Behoof** of him the ſaid *George Grainger*, and of his heirs and aſſigns, **To the Intent** and purpoſe, that he the ſaid *George Grainger* may be and become perfect tenant of the freehold of the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes, to the end that one or more good and perfect common recovery or recoveries may be thereof had, ſuffered and perfected before the end of the next Trinity Term, or ſome ſubſequent Term in the Court of Common Pleas at Weſtminſter, (at the equal coſts and charges of the ſaid *Adam Archer* and *James Johnſon)* in ſuch manner and form as in the ſaid indenture of releaſe, bearing even date herewith, is in that behalf mentioned, expreſſed and agreed upon. **And it is** hereby declared and agreed by all the ſaid parties hereto, that the ſaid recovery or recoveries to be ſuffered as aforeſaid, and theſe preſents, after the ſaid recoveries ſhall be perfected and executed, and all other common recoveries, fines, conveyances and aſſurances in the law whatſoever heretofore had, made, levied, ſuffered or executed, of the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes, or any part thereof, by or between the ſaid parties hereto, or any of them, or whereunto they or any of them are or ſhall be parties or privies, ſhall be, and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant, and intended to be and enure, **To the only Uſe and Behoof** of the ſaid *James Johnſon* and *Lewis Lowther*, and of the heirs and aſſigns of the ſaid *James Johnſon* for ever, **In Truſt** as to the eſtate of the ſaid *Lewis Lowther*, for, and for the only benefit of the ſaid *James Johnſon*, and of his heirs and aſſigns for ever, and to and for, and upon no other uſe, truſt, intent or purpoſe whatſoever. **In Witneſs**, &c.

that a recovery may be ſuffered.

Declaration of the uſe to a truſtee and the purchaſer and his heirs &c.

Truſt for the purchaſer.

*(Horſeman.)*

## *Bargain and Sale of Lands.*

**THIS Indenture** made the 13th day of January, in the twentieth year, *&c.* and in the year of our Lord 1780, **Between** *J. K.* the elder, of H. in the county of M. Gentleman, *J. K.* the younger, ſon and heir apparent of the ſaid *J. K.* the elder, and *J. M.* Gentleman, ſon and heir of *J. M.* late of T. in the county of S. Gentleman, deceaſed, of the one part, and *E. R.* of L. in the ſaid county of, *&c.* of the other part, **Witneſſeth**, That for and in conſideration of the ſum of two hundred pounds of lawful money of Great Britain to the ſaid *J. K.* the elder, in hand paid by the ſaid *E. R.* at or before the ſealing and delivery of theſe preſents (the receipt whereof the ſaid *J. K.* the elder doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly exonerate, acquit and diſcharge the ſaid *E. R.* his heirs, executors, adminiſtrators and aſſigns, and every of them for ever, by theſe preſents) **And** for and in conſideration of the ſeveral ſums of five ſhillings of like lawful money of Great Britain to the ſaid *J. K.* the younger, and *J. M.* in hand paid by the ſaid *E. R.* at and before the enſealing and delivery of theſe preſents, (the receipt whereof the ſaid *J. K.* the younger, and *J. M.* do alſo hereby ſeverally acknowledge, *&c.*) **They** the ſaid *J. K.* the elder, *J. K.* the younger, and *J. M.* **have** granted, bargained, ſold, aliened, enfeoffed and confirmed, and by theſe preſents *Do*, *&c.* unto the ſaid *E. R.* his heirs and aſſigns for ever, **All that** meſſuage or tenement and farm called H. farm, with the appurtenances, ſituate, lying and being in H. aforeſaid, in the ſaid county of M. and all thoſe thirty acres of land and paſture, and all thoſe eight acres of meadow lying incloſed in ſeveral parcels in the common fields of H. aforeſaid, in the ſaid county of M. now or of late parcel of the honour and manor of M. by whatſoever name or names, or howſoever the ſame or any of them are called or known, with their and every of their rights, members and appurtenances whatſoever, (which ſaid meſſuage, farm and premiſes, were by letters patent under the Great Seal of England, bearing date the, *&c.* in the fourteenth year of the reign of his Majeſty King George the Third, granted (amongſt other things) to *W. C.* and *E. F.* and their heirs, in fee-farm, in truſt for *W. R.* at the rent of, *&c. per annum*, and were by the ſaid *W. R. W. C.* and *E. F.* by their deed inrolled in the High Court of Chancery, bearing date on or about the, *&c.* in the, *&c.* year of his ſaid Majeſty bargained, ſold and conveyed to *J. M.* and *W. H.* therein named, and their heirs and aſſigns, (in truſt for the ſaid *J. K.* the elder,) **And** were by *J. M.* party to theſe preſents, ſon and heir of the ſaid *J. M.* deceaſed (who ſurvived the ſaid *W. K.*) granted and conveyed to the ſaid *J. K.* the elder, his heirs and aſſigns, (as by the conveyances thereof may appear) **And** the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid meſſuage, farm, lands, tenements, hereditaments and premiſes hereby granted, or mentioned to be hereby granted, and of every part and parcel thereof; **And all** rents, iſſues, ſervices and profits to them or any of them, or any part or parcel of them or any of them, incident, belonging or appertaining; **And alſo** all and every the eſtate and eſtates, rights, titles, claims, intereſts and demands whatſoever of him the ſaid *J. K.* the elder, *J. K.* the younger, and *J. M.* or either of them, in, to or out of the ſame meſſuage, lands, tenements, hereditaments and premiſes, and every part and parcel thereof; **And all** and every the deeds, charters, writings and miniments whatſoever touching or concerning the ſaid meſſuage, lands, tenements or hereditaments and premiſes whatſoever hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof; **To have and to hold** the ſaid meſſuage or tenement, farm, lands, meadow, and all other the premiſes hereby granted, bargained and ſold, or mentioned or intended to be hereby granted, bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, **Unto** the ſaid *E. R.* his heirs and aſſigns for ever, **To the only and proper Uſe and Behoof** of him the ſaid *E. R.* his heirs and aſſigns for ever: **And the ſaid** *J. K.* the elder, doth hereby grant for him and his heirs, that he the ſaid *J. K.* and his heirs, the meſſuage, farm, lands, tenements, hereditaments and premiſes, and all and ſingular other the premiſes hereby granted or mentioned to be granted, and every part or parcel thereof, with all and ſingular their and every of their rights, members and appurtenances, unto the ſaid *E. R.* his heirs and aſſigns, againſt him the ſaid *J. R.* and his heirs, and againſt all and every other perſon and perſons whatſoever, ſhall and will warrant, and for ever defend, by theſe preſents. **And the ſaid** *J. K.* the elder, and *J. R.* the younger, do for themſelves ſeverally, and for theirs heirs, executors and adminiſtrators, and for every of them, covenant and grant to and with the ſaid *E. R.* his heirs, executors and adminiſtrators, and to and with every of them,

Conſideration.

Grant.

Parcels particularly deſcribed.

Leaſe and releaſe.

And the reverſion, &c.

and all the eſtate, &c.

and all deeds.

Habendum.

Warranty.

Covenant to levy a fine.

them, by theſe preſents, that they the ſaid *J. K.* the elder, and *J. K.* the younger, and the ſaid *J. M.* ſhall and will before the, *&c.* next enſuing the date hereof, before the Juſtices of the Court of Common Pleas at Weſtminſter, in due form of law, levy to the ſaid *E. R.* and his heirs, one fine *ſur cognizance de droit come ceo*, &c. with proclamations to be thereupon had according to the form of the ſtatute in ſuch caſe made and provided, of all and ſingular the meſſuage, lands, tenements, hereditaments and premiſes aforeſaid, by ſuch apt names, quantities and qualities, and number of acres, and in ſuch ſort, manner and form, as by the ſaid *E. R.* his heirs or aſſigns, or by his or their counſel learned in the law, ſhall be reaſonably adviſed or deviſed and required.

The grantor is right owner,

**And the ſaid** *J. K.* the elder, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E. R.* his heirs and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, *(that is to ſay,)* that the ſaid *J. K.* the elder now is true and lawful owner of the ſaid meſſuage, farm, lands, tenements and hereditaments, and all and ſingular other the premiſes hereby granted, or mentioned to be hereby granted, and of every part and parcel thereof, with their and every of their appurtenances, and is rightfully and abſolutely ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, truſt, contingent, covenant, proviſo, or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame;

and lawfully ſeiſed;

**And** that he ſhall and will continue to be ſeiſed thereof, and of every part and parcel thereof, until a good, perfect and abſolute eſtate in fee-ſimple ſhall be thereof veſted in him the ſaid *E. R.* and his heirs, according to the true intent and meaning of theſe preſents;

and will continue ſeiſed, until, &c. and hath good right,

**And alſo** that he the ſaid *J. K.* now hath good right, lawful and abſolute power and authority in himſelf, to grant, alien and convey all and ſingular the ſaid meſſuages, lands, tenements, hereditaments and premiſes hereby granted, or mentioned to be hereby granted as aforeſaid, and every part and parcel thereof, with the appurtenances, unto the ſaid *E. R.* his heirs and aſſigns, to the only uſe of him the ſaid *E. R.* his heirs and aſſigns, in manner and form aforeſaid;

for quiet enjoyment,

**And alſo** that the ſaid *E. R.* his heirs and aſſigns, and every of them, ſhall or lawfully may, from time to time, and at all and every time and times hereafter, have, hold, occupy, uſe, poſſeſs and enjoy all and ſingular the ſaid meſſuage, lands, tenements, hereditaments and premiſes hereby granted, or mentioned to be hereby granted, and every part and parcel thereof, **With all** and ſingular their and every of their appurtenances, and all and every the rents, iſſues, and profits and commodities thereof ariſing, accruing and growing, to have, receive and take, without any manner of let, ſuit, trouble, vexation, eviction, diſturbance, or other hindrance or moleſtation whatſoever, of or by the ſaid *J. K.* the elder, his heirs or aſſigns, or any other perſon or perſons whatſoever, lawfully claiming or to claim the ſaid meſſuage, lands and premiſes, or any part or parcel thereof (except as herein after is excepted;)

free from incumbrances.

**And alſo** that the ſaid meſſuage, farm, lands, tenements, hereditaments and premiſes hereby granted, or mentioned or intended to be hereby granted as aforeſaid, and every part and parcel thereof, with all and ſingular their and every of their appurtenances, now are and be, and from henceforth for ever hereafter ſhall continue, remain and be, unto the ſaid *E. R.* his heirs and aſſigns, free and clear, and freely and clearly, and abſolutely freed and acquitted, exonerated and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, feoffments, deviſes, uſes, jointures, dowers, intails, eſtates, leaſes, rights, titles, rents, arrearages of rents, iſſues, fines, poſt-fines, amerciaments, debts, duties, judgments, executions, ſtatutes merchant and of the ſtaple, and all debts of record, extents, *liberates*, ſeizures, charges, titles, troubles, forfeitures, annuities and incumbrances whatſoever, had, made, committed, done, acknowledged or ſuffered, or cauſed to be had, made, committed, done, acknowledged or ſuffered, by the ſaid *J. K.* the elder, or by any other perſon or perſons whatſoever, (one leaſe of the premiſes heretofore granted by, *&c.* to *J. T.* and *T. L.* their executors and aſſigns, for the term of forty years, beginning, *&c.* now in being, and upon which is reſerved the yearly rent of, *&c.* which ſaid rent from henceforth, during the reſidue of the ſaid term, ſhall be payable to the ſaid *E. R.* his heirs and aſſigns; **As alſo** the fee-farm rent of, *&c.* reſerved by the ſaid letters patent, and yearly to be paid to the ſaid King, his heirs and ſucceſſors, for the ſaid premiſes for ever, only excepted.)

For further aſſurance.

**And the ſaid** *J. K.* the elder, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth further covenant and grant to and with the ſaid *E. R.* his heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *J. K.* the elder, his heirs and aſſigns, and *J. K.* the younger, and all and every other perſon and perſons whomſoever, having or lawfully claiming, or which ſhall or may at any time or times hereafter have or lawfully claim any eſtate, right, title or intereſt of, in or to the ſaid premiſes hereby granted, or mentioned to be granted, or of, in or to any part or parcel thereof, ſhall and will from time to time, and at all times hereafter, at and upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid *E. R.* his heirs and aſſigns, or ſome of them, make, do, levy, execute, acknowledge and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered, all and every ſuch further and other reaſonable act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances, conveyance and conveyances in the law whatſoever, for the better and more perfect aſſurance, ſurety, and ſure-making and conveying, ſettling, eſtabliſhing, or confirmation of the ſaid meſſuage, farm, land or lands, tenements, hereditaments and premiſes hereby granted, or mentioned to be hereby granted, or any of them, and of every or any part or parcel thereof, with all and ſingular their and every of their appurtenances, unto the ſaid *E. R.* his heirs and aſſigns, according to the true intent and meaning of theſe preſents, (be it by fine or fines, feoffment or feoffments, deed or deeds, inrolled or otherwiſe,) or by all and every of the ſaid ways and means, or any other ways and means in the law whatſoever, as by the ſaid *E. R.* his heirs or aſſigns, or any of them, or by his, their or any of their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required; **So as** the ſaid further aſſurances to be made, or any of them, do not, nor ſhall not, contain any further aſſurance or warrant than for enjoying them only againſt the parties thereunto reſpectively, and their reſpective heirs, and touching acts and deeds done or ſuffered by them or any of them; and ſo as for the acknowledging and executing of ſuch further conveyances and aſſurances, or any of them, the perſons that ſhall be required to make or execute the ſame, be not compelled nor compellable, for the doing thereof, to travel further, or elſewhere, than to the city of L. or W. or one of them.

The uſes of the fine, &c. declared to be to the uſe of the bargainee.

**And it is declared, concluded and agreed** by and between all and every the ſaid parties to theſe preſents, that the fine ſo as aforeſaid to be levied, and all and every other fine and fines, feoffment and feoffments, conveyance

veyance and aſſurance in the law whatſoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the ſaid parties to theſe preſents, or any of them, or by them or any of them, with any other perſon or perſons, of the premiſes, or any part or parcel thereof, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, **To the only and proper Uſe and Behoof** of the ſaid *E. R.* his heirs and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever. **And the ſaid** *J. M.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E. R.* his heirs and aſſigns, and to and with every of them, by theſe preſents, that he the ſaid *J. M.* hath not done, committed, executed or ſuffered any act or acts, thing or things whatſoever, whereby the ſaid meſſuage, farm, lands, tenements and premiſes, or any part thereof, now are or at any time hereafter ſhall or may be impeached or incumbered in title, charge, eſtate, or otherwiſe: (the conveyance and eſtate thereof made and granted by him the ſaid *J. M.* to the ſaid *J. K.* the elder, and his heirs, herein before-mentioned, only excepted.) * **In Witneſs**, &c.

That bargainor hath done no act to incumber, &c.

*(Wood.)*

*An abſolute Conveyance (by Bargain and Sale inrolled, and Fine) from Roman Catholicks, and by their Truſtee for ſecuring to a Mortgagee three hundred Pounds and Intereſt.*

**THIS Indenture of Five Parts**, made, &c. **Between** *J. B.* of, &c. Eſquire, (ſon and heir of *J. B.* late of, &c. Eſquire, deceaſed, by *M.* his late wife, alſo deceaſed, who was the daughter of Sir *J. C.* Baronet, deceaſed,) and nephew and heir at law of *T. B.* late of, &c. Eſquire, deceaſed, and alſo brother and heir at law of *M. B.* and *E. B.* both deceaſed, who were two of the daughters of the ſaid *J. B.* deceaſed, by the ſaid *M.* his wife, and alſo two of the nieces and deviſees of the laſt will and teſtament of the ſaid *T. B.* of the firſt part, *C. B. S. B.* and *P. B.* Spinſters, the four ſurviving daughters of the ſaid *J. B.* deceaſed, by the ſaid *M.* his late wife, and alſo the four ſurviving nieces and deviſees of the ſaid will of the ſaid *T. B.* of the ſecond part, Sir *F. C.* of, &c. Baronet, (ſurviving truſtee named and appointed in and by the ſaid will of the ſaid *T. B.*) of the third part, *H. J.* of, &c. Gentleman, of the fourth part, and *S. B.* of, &c. Eſquire, and *N. M.* of, &c. Gentleman, of the fifth part. **Whereas** the ſaid *T. B.* (being ſeiſed in fee-ſimple of and in the ſeveral meſſuages or tenements, lands and hereditaments herein after mentioned) in and by his laſt will and teſtament in writing, bearing date, &c. **Did** (ſubject to ſeveral eſtates thereby limited and ſince determined, and upon the contingencies therein mentioned, and which have ſince happened and taken effect) give all and ſingular his meſſuages, &c. herein after particularly mentioned (amongſt other things) to the ſaid Sir *J. C.* Sir *F. C.* (then *F. C.* Eſquire,) and *T. R.* Eſquire, (ſince deceaſed) and their heirs; **In Truſt** that they the ſaid Sir *J. C.* Sir *F. G.* and *T. R.* and the ſurvivors and ſurvivor of them, and his heirs, (after payment of his debts and legacies therein mentioned) ſhould by ſale or mortgage of ſuch of the ſaid premiſes thereby given unto them, as they ſhould think fit, levy, raiſe and pay to the teſtator's niece the ſaid *F. B.* her executors or adminiſtrators, the ſum of two thouſand pounds. **And** *upon further truſt*, that after payment of the ſaid teſtator's debts and legacies, and of the ſaid ſum of two thouſand pounds, they the ſaid Sir *J. C.* Sir *F. C.* and *T. R.* and the ſurvivors and ſurvivor of them, and his heirs, ſhould ſtand and be ſeiſed of all the ſaid premiſes, **In Truſt** for the ſaid teſtator's niece *F. B.* and for all other the daughters of the ſaid *J. B.* deceaſed, by his late wife *M.* equally to be divided between them, and for the reſpective heirs of the ſaid *F. B.* and all and every ſuch other daughters, as by the ſaid recited will may more fully and at large appear: **And whereas** the ſaid *T. B.* ſometime afterwards departed this life, without altering or revoking the ſaid will, or any part thereof: **And whereas** the ſaid *J. B.* deceaſed, did leave iſſue by the ſaid *M.* his wife, living at the time of his death, ſeven children, *viz.* one ſon, the ſaid *J. B.* party, &c. and ſix daughters, the ſaid *C. B. F. B. S. B. P. B. M. B.* and *E. B.* which ſaid *M.* and *E.* died ſeiſed of or intitled to their right, ſhares or intereſt in the ſaid deviſed premiſes, and both inteſtate and without iſſue; and whereby the ſame deſcended to the ſaid *J. B.* party to theſe preſents, as their brother and heir at law: **And whereas** by indenture *quadrupartite* of bargain and ſale duly inrolled in his Majeſty's Court of King's Bench at Weſtminſter, bearing date on, &c. and made or mentioned to be made between the ſaid *J. B.* party, of the firſt part, the ſaid *C. B. F. B. S. B.* and *P. B.* of the ſecond part, *J. W.* Gentleman, and *K. W.* Gentleman, of the third part, and the ſaid *H. J.* and *D. T.* Gentlemen, of the fourth part, reciting as therein is recited, and for the conſiderations therein mentioned, they the ſaid *J. W.* and *K. W.* (at the requeſt of the ſaid *J. B. F. B. C. B. A. A. S. B.* and *P. P.*) and alſo the ſaid *J. B.* party, *C. B. F. B. S. B.* and *P. B. Did* grant, bargain and ſell unto the ſaid *H. J.* his heirs and aſſigns, *All* and ſingular the ſaid meſſuages or tenements, lands and hereditaments; *To hold* the ſame premiſes unto and to the uſe of the ſaid *H. J.* and his heirs; **And whereas** by indenture *tripartite*, bearing date the ſaid, &c. made or mentioned to be made between the ſaid *H. J.* of the firſt part, the ſaid *J. B.* party, of the ſecond part, and the ſaid *C. B. F. B. S. B.* and *P. P.* of the third part; *All* the ſaid premiſes are made redeemable upon payment

To be inrolled, being a Roman Catholick's eſtate.
Heirs.
Truſtee.
Prior mortgagee.
New mortgagee and his truſtee.
Recitals, viz. as to the will whereby premiſes deviſed, &c.
To his nieces.
As to teſtator's death without revoking, &c.
As to the nieces names and two of their deaths, whereby their two ſhares deſcended to their brother as heir at law.
As to the prior mortgagee paying off an incumbrance and making a bargain and ſale inrolled for ſecurity to him thereof.
As to the defeaſance thereon.

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* N. B. A bargain and ſale is often-times had (in order that the ſame may be inrolled,) together with a leaſe and releaſe for the conveyance of the ſame eſtate; in which caſe it is uſual to omit in the bargain and ſale all the † covenants after the covenant of warranty, and to place them in the releaſe.

*(Wood.)*

† Covenants for the title are proper in conveyances by leaſe and releaſe, but not in a bargain and ſale where the venders *grant*, bargain and ſell.

*J. HOLLIDAY.*

The editors have nevertheleſs *continued* the covenants in thoſe draughts, which they have borrowed from *Wood.*

of

of the ſum of four hundred and ſixty pounds fifteen ſhillings, and the intereſt thereof, at five pounds *per cent.* by the ſaid *J. B.* party, *&c. C. B. F. B. S. B.* and *P. P.* their or any of their heirs, executors, adminiſtrators or aſſigns, to the ſaid *H. J.* at the time therein mentioned and long ſince paſt: **And whereas** by a decree pronounced on or about the 20th day of, *&c.* in the High Court of Chancery, and afterwards duly inrolled in the ſame Court, in a certain cauſe then there depending, wherein the ſaid *C. B. F. B. S. B.* and *P. P.* were plaintiffs, and the ſaid *J. B.* party, *&c.* Sir *F. C.* and *T. R.* Eſquire, (ſon and heir of the ſaid *T. R.* deceaſed) were defendants, it was ordered that the ſaid premiſes in the ſaid county of K. ſhould be ſold either intire or in parcels to the beſt purchaſer or purchaſers, to be approved of by Mr. *E.* one of the Maſters of the ſaid Court, and out of the monies ariſing by ſale, to pay the ſaid *F. B.* the ſum of two thouſand pounds with intereſt, and the reſt of the money ariſing by the ſaid ſale to be divided into ſix equal parts, whereof the ſaid *C. B. F. B. S. B.* and *P. B.* are each to have one ſixth part, and the ſaid *S. B.* party, *&c.* the other two ſixth parts: **And whereas** by a ſubſequent order of the ſaid Court in the ſame cauſe, and made on or about the, *&c.* thereby taking notice that no purchaſer had offered for the ſaid premiſes, and that the ſaid *C. B. F. B. S. B. P. B.* and *J. B.* party, were deſirous to raiſe a ſum of money by mortgage of the ſaid premiſes, in order to pay off the ſaid two thouſands pounds to the ſaid *F. B.* and ſome other incumbrances which did affect the ſame premiſes; **It is ordered** that the ſaid *C. B. F. B. S. B. P. B.* and *J. B.* party, *&c.* ſhould be at liberty in the mean time, until a purchaſer could be got, to make a mortgage of the ſaid premiſes, with the approbation of the ſaid Maſter, for raiſing ſuch ſum of money as ſhould be neceſſary, *As* by the ſaid ſeveral recited indentures and decretal orders and ſubſequent orders, relation being thereunto reſpectively had, may more fully and at large appear: **And whereas** there is now juſtly due and owing to the ſaid *H. J.* from the ſaid *J. B.* party, *C. B. F. B. S. B.* and *P. B.* by virtue of or under the ſaid indenture *quadrupartite*, the principal ſum of four hundred and ſixty pounds fifteen ſhillings, and the ſum of ſixty-ſeven pounds four ſhillings and three-pence, for the intereſt thereof; and there is alſo due from them to the ſaid *H. J.* the further ſum of two hundred and ſixty pounds, for fees, coſts and diſburſements, in carrying on and ſoliciting the ſaid cauſe in the ſaid Court of Chancery, and for other buſineſs done by him the ſaid *J. B.* party, *C. B. F. B. S. B.* and *P. B.* which ſaid ſums of four hundred pounds fifteen ſhillings, ſixty-ſeven pounds four ſhillings and three-pence, and two hundred and ſixty pounds, do in the whole amount to the ſum of ſeven hundred and eighty-ſeven pounds nineteen ſhillings and three-pence: **And whereas** *R. H.* of —— Clerk, is intitled to a debt from the ſaid *T. B.* of the ſum of three hundred and ſixty-five pounds, for principal, intereſt and coſts; and the repreſentatives of the Reverend Mr. *L.* deceaſed, are intitled to a debt, amounting to the ſum of one hundred pounds from the ſaid *T. B.* which ſaid ſums of three hundred and ſixty-five pounds and two hundred pounds are all the debts of the ſaid *T. B.* that remain unſatisfied: **Now this Indenture witneſſeth**, That for and in conſideration of the ſaid ſum of three hundred and ſixty-five pounds and two hundred pounds by the ſaid *S. B.* (by and with the direction and conſent of the ſaid *J. B.* party, *C. B. F. B. S. B.* and *P. B.* teſtified by their being parties to and ſealing theſe preſents) to be paid to the ſaid *R. H.* and the ſaid repreſentatives of the ſaid Mr. *L.* the receipts for which ſame ſeveral ſums are indorſed on theſe preſents; **And** for and in conſideration of the ſaid ſum of ſeven hundred and eighty-ſeven pounds nineteen ſhillings and three-pence of, *&c.* by the ſaid *S. B.* (by and with ſuch conſent and direction as aforeſaid) now in hand paid to the ſaid *H. J.* at, *&c.* the receipt whereof, *&c.* and thereof doth acquit, releaſe and diſcharge the ſaid *S. B.* his heirs, executors and adminiſtrators; **And alſo** in conſideratiom of the further ſum of one thouſand ſix hundred and forty-ſeven pounds and nine-pence of like, *&c.* by the ſaid *S. B.* now in hand paid to the ſaid *J. B.* party, *&c. C. B. F. B. S. B.* and *P. B.* in the ſeveral ſhares, manner and proportions following, *viz.* the ſum of nine pounds eleven ſhillings and ten-pence, part of the ſaid ſum of one thouſand ſix hundred and forty-ſeven pounds and nine-pence, to the ſaid *J. B.* party, *&c.* the ſum of one hundred and ſixty pounds, other part thereof, to the ſaid *C. B.* the ſum of one hundred and ſixty pounds, other part thereof, to the ſaid *S. B.* the ſum of one hundred and ſixty pounds, other part thereof, to the ſaid *P. B.* and the ſum of one hundred and fifteen pounds ſeven ſhillings and eight-pence (greateſt part) reſidue of the ſaid ſum of one thouſand ſix hundred and forty-ſeven pounds and nine pence to the ſaid *F. B.* the receipt and payment of which ſaid ſum of one thouſand ſix hundred and forty-ſeven pounds and nine-pence, in the ſeveral ſhares and proportions aforeſaid, the ſaid *J. B.* party, doth hereby acknowledge, and thereof, *&c.* the ſaid *S. B.* his heirs, executors and adminiſtrators, (which ſaid ſeveral ſums of three hundred and ſixty-five pounds, two hundred pounds, ſeven hundred and eighty-ſeven pounds, one hundred and ninety-three pounds, and one thouſand ſix hundred and forty-ſeven pounds and nine-pence, do in the whole amount to the ſum of three thouſand pounds;) and alſo for and in conſideration of the ſum of five ſhillings a-piece, of like lawful money to the ſaid Sir *F. C. H. J. J. B.* party, *C. B. F. B. S. B.* and *P. B.* at, *&c.* in hand paid by the ſaid *S. B.* and *N. M.* the receipt, *&c.* **He** the ſaid Sir *F. C.* as well in purſuance of the truſt in him repoſed by the ſaid will of the ſaid *T. B.* as alſo in purſuance of and in obedience to the ſaid decree and ſubſequent order of the Court of Chancery, (and at the requeſt and by the direction of the ſaid *J. B.* party, *C. B. F. B S. B.* and *P. B.* teſtified as aforeſaid, and by the nomination of the ſaid *J. B.* teſtified by his ſealing theſe preſents) and the ſaid *H. J.* (by the like direction and nomination) and alſo the ſaid *J. B.* party, *C. B. F. B. S. B.* and *P. B.* **Have**, and each and every of them **Hath** bargained, ſold and confirmed, and by theſe preſents **Do**, and each and every of them **Doth** bargain, *&c.* unto the ſaid *S. B.* and *N. M.* and the heirs of the ſaid *S. B.* **All that** capital meſſuage, *&c.* **All which** ſaid meſſuages or tenements, lands, hereditaments and premiſes, are ſituate, *&c.* and now are or late were in the ſeveral tenures or occupations of, *&c.* at and under ſeveral yearly rents, amounting in the whole to one hundred and eighty-five pounds and ten ſhillings *per annum*, and upwards, and all other the meſſuages, *&c.* in the ſaid county of K. which were deviſed to the ſaid Sir *J. C.* Sir *F. C.* and *T. R.* deceaſed, and their heirs, in and by the ſaid will of the ſaid *T. B.* deceaſed, together with all and ſingular ways, *&c.* **And** the reverſion, *&c.* **And all** the eſtate, *&c.* of them the ſaid Sir *F. C.* *(all the grantors)* or any of them, of, in, to or out of the ſaid capital, and other meſſuages, lands, tenements, hereditaments and premiſes, and every or any part and parcels thereof; **To have and to hold** the ſaid capital and other meſſuages, *&c.* herein before mentioned and intended to be hereby bargained and ſold, with their and every of their reſpective appurtenances, unto the ſaid *S. B.* and *N. M.* and the heirs and aſſigns of the ſaid *S. B.* to the uſe of the ſaid *S. B.* and *N. M.* and the heirs and aſſigns of the ſaid *S. B.* nevertheleſs as to the eſtate and intereſt of the ſaid *N. M.* in truſt for the ſaid *S. B.* his heirs and aſſigns, *(ſubject nevertheleſs in the firſt place,*

As to a decree in Court for ſale of premiſes.

And as to every perſon's part. As to a ſubſequent order thereon, whereby parties have power before ſale to mortgage premiſes.

As to what now due to prior mortgagee for for principal and intereſt, and alſo a further ſum of —— for carrying on ſaid cauſe and other buſineſs.

As to the only two debts now due from teſtator.

Conſiderations, viz. As to the debts paid to the teſtator's creditors.

As to the prior mortgagee.

As to the heirs, the ſums, in ſeveral parts and proportions, viz.

And of 5s. a-piece to the truſtees, to be paid by new mortgagee and his truſtee.

Bargain and ſale.

Premiſes.

Theſe words may be omitted if Sir T. C.

*place to the debts of the ſaid* T. B. *and to the legacies charged on the ſaid premiſes by the ſaid recited will of the ſaid* T. B.) *(covenant from the truſtee that he has done no act; the like from prior mortgagee; covenant from the heirs to levy a fine; declaration of the uſe thereof;)* In Witneſs, &c*.

is ſatisfied they are paid, otherwiſe muſt ſtand.

*(Wood.)*

*Bargain and Sale to make a Tenant to the* Præcipe *in order to ſuffer a common Recovery with Double Voucher, for the Uſe of the Creditors of a Bankrupt.*

THIS Indenture Quadrupartite, made the, &c. day of, &c. Between the Right Honourable *R.* Earl of S. and the Right Honourable *F.* Counteſs of S. his wife, ſole daughter and heir of Sir *H. J.* late of A. in the county of O. Knight, deceaſed, of the firſt part; Sir *J. T.* of I. in the county of M. Knight, who ſurvived Sir *R. B.* Sir *E. B.* and *G. C.* Gentleman, who together with the ſaid Sir *J. T.* were truſtees for the ſaid Counteſs of S. of the ſecond part; *G. W.* of London, Eſquire, *R. P. J. C.* and *J. T.* of London, Merchants, aſſignees under a commiſſion of bankrupt lately awarded againſt Sir *J. S.* Knight, *B. H.* and *H. R.* late of London, Goldſmiths and copartners, and alſo the ſaid *J. S.* on the third part; and *T. G.* of the Inner-Temple, London, Gentleman, on the fourth part, Witneſſeth, That for and in conſideration of five ſhillings of lawful Britiſh money in hand paid by the ſaid *T. G.* to each of them the ſaid *R.* Earl of S. and *F.* Counteſs of S. his wife, and the ſaid Sir *J. T.* at or before the ſealing and delivery of theſe preſents, (the ſeveral and reſpective receipts whereof are hereby acknowledged,) And for the further and better aſſuring and confirming of the ſeveral pieces or parcels of ground, meſſuages or tenements, and other hereditaments, with their appurtenances herein after particularly mentioned and expreſſed, unto the ſaid *G. W. R. P. J. C.* and *J. T.* their heirs and aſſigns for ever, (Which ſaid pieces or parcels of ground, meſſuages or tenements and hereditaments, were in the year of our Lord, &c. purchaſed by the ſaid Sir *J. S.* of London, Goldſmith, of the ſaid *R.* Earl of S. and were conveyed, or are mentioned to be conveyed to him and his heirs, by indentures of leaſe and releaſe, bargain and ſale, inrolled in the High Court of Chancery, made between the ſaid Earl and his two truſtees, the Honourable *E. R.* Eſquire, ſecond ſon of the Right Honourable *W.* Earl of B. and *C. B.* of the pariſh of, &c. Eſquire, of the one part, and the ſaid Sir *J. S.* of the other part, and were afterwards in the year of our Lord, &c. by indenture quadrupartite of bargain and ſale, inrolled in the High Court of Chancery, conveyed or aſſigned by virtue of the ſaid commiſſion of bankrupt to the ſaid *G. W. R. P. J. C.* and *J. T.* their heirs and aſſigns, upon the truſts therein and herein after mentioned,) They the ſaid Earl and Counteſs, And alſo the ſaid Sir *J. T.* by the direction and appointment of the ſaid Earl and Counteſs, teſtified by their being parties, and their ſigning and ſealing to theſe preſents, (at the requeſt and nomination of the ſaid *G. W. R. P. J. C. J. T.* and Sir *J. S.* teſtified as aforeſaid,) Have bargained and ſold, and by theſe preſents Do, and each and every of them Doth bargain and ſell unto the ſaid *T. G.* All that piece or parcel of ground, whereon one old houſe formerly ſtood, ſome time in the poſſeſſion of *T. D.* ſituate in the pariſh of, &c. in the ſaid county of, &c. and lying over againſt, &c. containing in front thirteen feet and nine inches of aſſize, (more or leſs) and in depth one hundred and fifty-eight feet of aſſize, (more or leſs) Together with all the ground, then or late belonging to the ſaid *R.* Earl of S. as far as the ground, &c. let to one, &c. which ſaid old houſe had been then lately new built, and then or late was in the poſſeſſion of the ſaid *T. D.* And all that parcel of ground, whereon one other old houſe formerly ſtood, ſometime in the poſſeſſion of one *T. J.* ſituate in the ſaid pariſh of, &c. and lying over againſt, &c. aforeſaid, containing by eſtimation in front thirteen feet and nine inches of aſſize, (more or leſs) and in depth one hundred and fifty-one feet of aſſize, (more or leſs) Together with all the ground then or late belonging to the ſaid Earl, as far as the ground let to the ſaid, &c. which laſt mentioned old houſe had been then lately new built, and was then or late in the poſſeſſion of the ſaid *T. J.* his aſſignee or aſſigns; And alſo all that double meſſuage or tenement, with the appurtenances thentofore erected and built of brick by one *R. N.* ſometime in the occupation of one *W. K.* and then or late of one *J. S.* and adjoining to O. Alley on the eaſt, containing ten rooms, being two on a floor, lying directly one over another, with a little yard and a party-pump, and an houſe of office lying behind the ſame meſſuage, ſituate and being in the ſaid pariſh of, &c. and, &c. or one of them, near the, &c. in the ſaid county of, &c. in a certain ſtreet or lane called, &c. And alſo all that other meſſuage or tenement, built by the ſaid *R. N.* then or late in the poſſeſſion of the ſaid *J. S.* containing alſo ten rooms, two on a floor, lying directly one over another, with a yard, back-ſide, garden or garden-plot, ſituate, lying and being in the ſaid pariſh of, &c. and, &c. or one of them, on the north-ſide to, &c. aforeſaid; And alſo all that third meſſuage or tenement then or late in the poſſeſſion or occupation of the ſaid *J. S.* or his aſſigns, containing alſo ten rooms, two on a floor, lying directly one over another, with yard, back-ſide, garden or garden-plot, on the ſouth-ſide, containing ſixty-eight feet in length, and twelve feet in breadth, be the ſame more or leſs, ſituate, lying and being in the ſaid pariſh, of, &c. and, &c. or one of them, And all and ſingular houſes, outhouſes, ſhops, cellars, ſollars, chambers, rooms, warehouſes and ſtables thereupon erected, together with the yards, gardens, back-ſides, waſte grounds, lights, eaſements, ways, paſſages, profits, commodities, hereditaments and appurtenances whatſoever to the ſame premiſes belonging, or in any wiſe appertaining, and the reverſion and reverſions, remainder and re-

The conſiderations.

The premiſes, being ſeveral parcels of ground, Meſſuages, &c.

General words.

* Q. If neceſſary to have the maſter to approve of this conveyance, the parties being all of age?
A. It is not.
Q. If it is neceſſary that all the deeds upon the transferring this mortgage ſhould be inrolled?
A. All by which the papiſts convey muſt be inrolled, but the defeaſance from the mortgagee does not need.
*JOHN WARD.*

mainders, rents, iſſues and profits thereof, and of every part thereof, and all the eſtate, right, title, intereſt, uſe, truſt, property, profit, benefit, claim and demand whatſoever, of them the ſaid Earl and Counteſs, and the ſaid Sir *J. T.* or any of them, of, in, to or out of the premiſes, or any part or parcel thereof, in any wiſe howſoever; **To have and to hold** the ſaid pieces or parcels of ground, meſſuages or tenements, and all and ſingular other the premiſes herein before mentioned, or intended to be hereby bargained, ſold or conveyed, with their and every of their rights, members and appurtenances, unto the ſaid *T. G.* his heirs and aſſigns for ever, **To the Uſe** of the ſaid *T. G.* his heirs and aſſigns for ever, **To the Intent** and purpoſe, that by virtue hereof the ſaid *T. G.* may be and become a good and perfect tenant of the immediate freehold and inheritance of all and ſingular the ſaid premiſes, againſt whom one or more common recovery or recoveries may be had, perfected and executed, to the ſeveral uſes, intents and purpoſes herein after mentioned, expreſſed and declared, and to and for no other uſe, intent or purpoſe whatſoever; **And** thereupon it is covenanted, concluded and agreed by and between all the ſaid parties to theſe preſents, that before the end of Eaſter Term next one or more writ or writs of **Entry ſur Diſſeiſin en le poſt** ſhall be brought and proſecuted in the names and at the charge of the ſaid *G. W. R. P. J. C.* and *J. T.* as plaintiffs or demandants therein, againſt the ſaid *T. G.* as tenant or defendant, **Of and for** all and ſingular the ſaid pieces or parcels of ground, meſſuages or tenements, **And all** and ſingular other the premiſes with their appurtenances, herein before mentioned, or intended to be hereby granted and ſold, by ſuch names, quantities, qualities, numbers of meſſuages, and other certainties and deſcriptions as ſhall be apt and convenient in that behalf, to which writ or writs the ſaid *T. G.* ſhall appear *gratis* in his proper perſon, and ſhall and will vouch to warrant the premiſes, the ſaid *R.* Earl of S. and *F.* his wife, who ſhall likewiſe appear in their proper perſons, and ſhall vouch to warrant the common vouchee, and ſuch further and other proceedings ſhall be therein, **So that** one or more good and perfect common recovery or recoveries, with double voucher, ſhall or may be had, perfected and executed in all things according to the uſual form of common recoveries, with double voucher for aſſurance of lands, and in ſuch caſe uſed and accuſtomed. **And it is hereby covenanted**, agreed and declared by and between all the ſaid parties to theſe preſents, that ſuch recovery or recoveries ſo as aforeſaid, or in any other manner to be ſuffered, executed and perfected, whereto the parties to theſe preſents, or any of them, are or ſhall be parties, of or concerning the premiſes, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken to be and enure, and the ſaid *T. G.* and his heirs, and all and every other perſon and perſons, which ſhall then, or at any time hereafter ſtand ſeiſed of the premiſes, or any part thereof, by virtue of theſe preſents, or of the ſaid recovery or recoveries, ſhall ſo ſtand and be ſeiſed thereof, and of every part thereof, **To the only proper Uſe and Behoof** of the ſaid *G. W. &c.* their heirs and aſſigns for ever. **In Truſt nevertheleſs** for them the ſaid *G. W.* and all other the creditors of the ſaid Sir *J. S.* and *B. H.* and *R. H.* or any of them who already have, or ſhall at any time hereafter in due time come in and ſeek relief, by virtue of the ſaid commiſſion, and contribute towards the charges thereof, according to the true intent and meaning of the ſeveral ſtatutes in that caſe made and provided, **And** to and for no other uſe, intent or purpoſe whatſoever. **In Witneſs**, &c.

The Habendum in fee.

To the end the bargainee may become a perfect tenant of the freehold of the premiſes. Covenant to bring a writ of entry in order to ſuffer a common recovery.

Declaration of the uſes of the recovery.

*(Rivet.)*

## *Bargain and Sale of an Advowſon.*

**THIS Indenture** made, *&c.* **Between** *A.* of, *&c.* (eldeſt ſon and heir of *J. H.* late of, *&c.*) of the one part, and *B.* of, *&c.* Gentleman, of the other part, **Witneſſeth**, That for and in conſideration of the ſum of four hundred and ſeventeen pounds ten ſhillings of, *&c.* to the ſaid *A.* in hand, *&c.* at or before the executing of theſe preſents (in full for the abſolute purchaſe of the advowſon and hereditaments herein after mentioned and intended to be hereby granted, bargained and ſold, and of the fee-ſimple and inheritance thereof) the receipt, *&c.* and for divers, *&c.* **He** the ſaid *A.* **Hath** granted, aliened, bargained and ſold, and by theſe preſents **Doth** freely, clearly and abſolutely grant, *&c.* unto the ſaid *B.* and to his heirs and aſſigns, **All** that the patronage, advowſon, donation, preſentation and free diſpoſition of the vicarage of the church of O. *&c.* aforeſaid, with its rights, members and appurtenances, and alſo all, *&c.* **To have and to hold** the ſaid patronage, advowſon, donation and free diſpoſition of the ſaid vicarage, and all and ſingular other the hereditaments and premiſes herein before mentioned and intended to be hereby granted, bargained and ſold, with their and every of their rights, members and appurtenances, unto the ſaid *J. H.* of T. his heirs and aſſigns, **To the only Uſe and Behoof** of the ſame *B.* his heirs and aſſigns for ever. **In Witneſs**, &c.

*Bargain and Sale to make a Tenant to the* * Præcipe *for ſuffering a Recovery; the Uſe declared to the Granter and his Heirs.*

Parties.

**THIS Indenture Tripartite** made the 19th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Andrew Alkin* of London, Gentleman, grandſon and heir of *Andrew Alkin*, late Citizen and Mercer, of London, deceaſed, and only ſon and heir of *Benedict Alkin*,

* C A S E.

*N. H.* by will, executed in the preſence of three witneſſes, deviſes in the words following, *Firſt*, I give and deviſe to my loving wife, the houſe, and out-houſes and appurtenances wherein I now dwell, with the orchard and homeſtead, and

*Alkin*, Gentleman, alſo deceaſed (who was ſecond ſon of the ſaid *Andrew Alkin* deceaſed) and which ſaid *Andrew Alkin*, party hereto, is alſo nephew and heir of *Clement Alkin*, late of Leghorn in Italy, Merchant, alſo deceaſed (who was eldeſt ſon and heir of the ſaid *Andrew Alkin* deceaſed) and alſo nephew and heir of *Andrew Alkin*, Gentleman, alſo deceaſed, who was the third and youngeſt ſon of the ſaid *Andrew Alkin* the

and all lands, meadows and paſture thereunto belonging, lying in the pariſh of C. and alſo the lands I bought of *E. T.* called, *&c. To hold* all the ſaid lands and tenements to my ſaid wife, during the term of her natural life; and after her deceaſe, I give and deviſe the ſame, (except ſuch lands as are afterwards given and deviſed otherwiſe) unto my couſin *N. H.* ſon of *D. H.* late of C. deceaſed, for his life, upon the proviſo and limitations herein after made and expreſſed; and after the determination and becoming void of that eſtate, I give and deviſe the ſame unto my couſins *D. F.* and *J. T.* and their heirs during the life of the ſaid *N. H.* upon truſt only to ſupport the contingent remainders herein after limited, from being deſtroyed; and from and after the death of the ſaid *N. H.* then to the heirs of the body of the ſaid *N.* and in default of ſuch heirs, to his brother *D. H.* for his life; then to the ſaid *D. F.* and *J. T.* and their heirs, for the life of the ſaid *D. H.* upon truſt as aforeſaid; then to the heirs of the body of the ſaid *D. H.* and for want of ſuch heirs, then to *W. F.* ſon of the ſaid *D. F.* for his life; then to the ſaid *D. F.* and *J. T.* and their heirs during the life of the ſaid *W. F.* upon truſt as aforeſaid; then to the heirs of the body of the ſaid *W. F.* and for want of ſuch heirs, to *D. F.* the younger ſon of the ſaid *D. F.* for life; then to the ſaid truſtees and their heirs during the life of the ſaid *D. F.* the younger, upon truſt as aforeſaid; then to the heirs of the body of the ſaid *D. F.* the younger, and for want of ſuch heirs, to *E. F.* the daughter of the ſaid *D. F.* the elder for her life; then to the ſaid truſtees and their heirs, during the life of the ſaid *E.* upon truſt as aforeſaid; then to the heirs of the body of the ſaid *E.* and for want of ſuch heirs, to *A. H.* daughter of *D. H.* of C. deceaſed, for her life; and then to the truſtees and their heirs during the life of the ſaid *A.* upon truſt as aforeſaid; then to the heirs of the body of the ſaid *A.* and for want of ſuch heirs, to my right heirs for ever.

*Item.* I do give and deviſe unto the ſaid *D. F.* and *J. F.* and to their executors, adminiſtrators and aſſigns, my leaſehold, called the M. *&c.* upon truſt, that my wife ſhall enjoy the ſame for ſo long of the ſaid terms as ſhe ſhall live, and afterwards upon truſt, that the ſame ſhall be held and enjoyed by ſuch perſon or perſons as ſhall from time to time be entitled to the poſſeſſion of the freehold lands and tenements herein before deviſed, according to the ſeveral limitations thereof herein before by me made.

Teſtator alſo deviſes in the following words: *Item*, " I give and deviſe my cloſe, called G. *&c.* unto my couſin *D. H.* upon the proviſo herein after expreſſed for his life; then to the aforeſaid *D. F.* and *J. T.* and their heirs during the life of the ſaid *D. H.* in truſt only to preſerve the contingent remainders herein after limited from being deſtroyed; then to the heirs of the body of the ſaid *D. H.* and for want of ſuch heirs, to his brother *N. H.* for life; then to the truſtees aforeſaid, during the life of the ſaid *N.* upon truſt only as aforeſaid; then to the heirs of the body of the ſaid *N.* and for want of ſuch heirs, to the heirs of the body of *W. F.* and for want of ſuch heirs, to the heirs of the body of *D. F.* and for want of ſuch heirs, to the heirs of the body of *E. F.* and for want of ſuch heirs, to my right heirs for ever.

In the firſt deviſe, *N. H.* the tenant for life, on deceaſe of teſtator's wife, ſurvived his brother *D. H. W. F. D. F.* the younger, *E. F.* and *A. H.* and is ſince dead without iſſue, his brother *D. H. W. F.* and *D. F.* the younger, alſo died without leaving iſſue, but *E. F.* left iſſue ſtill living. The firſt deviſed premiſes have been in the poſſeſſion of *N. H.* for near thirty years.

*Query.* Therefore, under the firſt deviſe, and the deviſe to truſtees to preſerve the contingent remainders, could *N. H.* himſelf, by recovery, bar the ſeveral remainders and limitations overfor de fault of heirs of his body, ſo as to make a good title, and do not the leaſehold premiſes, deviſed to *D. F.* and *J. T.* their executors, *&c.* upon truſt, to be enjoyed by the ſame perſons and under the ſame limitations as are expreſſed as to the freehold under the deviſe thereof, now belong to the iſſue of *E. F.* and is not the repreſentative of the ſurviving truſtee bound to aſſign over the ſame?

*Anſwer.* The will of *N. H.* is very full ſtated, yet it cannot be collected from any part of it, that the legal eſtate in fee was outſtanding in any mortgagee or truſtee; and in caſe the teſtator was ſeiſed of ſuch legal eſtate in fee-ſimple, I am of opinion that *N. H.* the teſtator's couſin, might, by a proper deed, make a tenant to the præcipe, and, by a recovery ſuffered thereof, effectually bar all the remainders limited by the will, acquire an abſolute dominion over the eſtate, and conſequently make a good title to a purchaſer. The intention of the teſtator indiſputably was, that his couſin *N.* ſhould be only tenant for life; he has interpoſed truſtees to preſerve contingent remainders, but the miſchief is, that there are not any contingent remainders to be preſerved, and the rule of law (which, through a period of ſome centuries, has acquired ſtrength and ſtability) is, that whenever the anceſtor, by any gift, deviſe or conveyance takes an eſtate of freehold, and in the ſame gift or conveyance an eſtate is limited mediately or immediately to his heirs in tail, the word, heirs, is a word of limitation of the eſtate tending to enlarge the firſt eſtate to an eſtate tail, and not a word of purchaſe. The leaſehold part, after the death of the teſtator's wife, is directed to be held and enjoyed by ſuch perſon as ſhould be entitled to the poſſeſſion of the freehold lands, *according to the ſeveral limitations made thereof* by the will, and as thoſe limitations gave an eſtate tail to *N. H.* I incline to think that he was entitled to the leaſeholds for all the reſidue of the terms, and though he did not call for the legal eſtate, yet the poſſeſſion of thirty years has, I think, eſtabliſhed the title of his executors or deviſee.

In the ſecond deviſe the ſaid *N. H.* the ſecond tenant for life, as before, ſurvived the other perſons to whom the eſtate was limited in manner as above, no one leaving any iſſue but *E. F.*

*Query.* Under that deviſe and the deviſe to truſtees to preſerve the contingent remainders, could the ſaid *N. H.* himſelf, by recovery, bar the remainders and limitations over for default of heirs of his body, ſo as to make a good title to the deviſed premiſes?

*Anſwer.* If *D. H.* died without iſſue, and without having ſuffered a recovery, then I clearly conceive that *N. H.* being in actual poſſeſſion, might ſuffer a recovery, and bar the remainder to the heirs of his body, and all the ſubſequent remainders, unleſs the legal eſtate in fee was outſtanding, and not in the teſtator at the time of his death: Courts of Equity do all they can to effectuate the intention of the teſtator, and if *N. H.* had been obliged to come into equity, and pray a conveyance of the legal eſtate from a mortgagee in fee, or a truſtee, he would have been deemed tenant for life only of ſuch truſt eſtate. The intention would then have taken place, and not the rule of law; all which is fully illuſtrated, and the diverſity between the deviſe of a legal eſtate and of a truſt eſtate, conſidered in the caſe of † Papillon and Voice, *William's Reports*, page 478.

*JOHN HOLLIDAY.*
*Lincoln's-Inn, 29th May*, 1776.

† *Vide* alſo Fearne's valuable Treatiſe on Contingent Remainders and Executory Deviſes.

*(Newnam.)*

grand-

grandfather) of the first part, *Duncan Due* of the Inner Temple, London, Gentleman, of the second part, and *Ezekiel Ellis* of London, Gentleman, of the third part, **Witnesseth**, That for docking and barring and destroying all estates-tail, and all reversions and remainders thereupon, expectant or depending of and in the messuages, lands, tenements and hereditaments herein after granted and released, or mentioned so to be, or any part thereof (whether created or limited by the last will and testament of the said *Andrew Alkin* the grandfather, or otherwise) **And** for limiting and assuring the said messuages, lands, tenements and hereditaments, with their appurtenances, *To the Use and Behoof* of the said *Andrew Alkin*, party hereto, and of his heirs and assigns for ever; **And** for and in consideration of the sum of ten shillings of lawful money of Great Britain to the said *Andrew Alkin*, party hereto, in hand paid by the said *Duncan Due* at or before the execution of these presents, (the receipt whereof is hereby acknowledged,) **He** the said *Andrew Alkin*, party hereto, **hath** granted, bargained, sold, released and confirmed, and by these presents **doth** grant, bargain, sell, release and confirm unto the said *Duncan Due*, his heirs and assigns, **All those** messuages, lands, tenements and hereditaments, *&c.* **And** the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, **And all** the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Andrew Alkin*, party hereto, of, in, to or out of the said messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; **To have and to hold** the said messuages, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Duncan Due*, his heirs and assigns, **To and for the Use and Behoof** of the said *Duncan Due*, and of his heirs and assigns; **To the Intent** and purpose, that he the said *Duncan Due* may be and become a perfect tenant of the freehold of the said messuages, lands, tenements, hereditaments and premises; **To the End** that one or more good and perfect common recovery or recoveries may be thereof had and suffered in manner herein after mentioned: **For which Purpose** it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Ezekiel Ellis*, at the costs and charges of the said *Andrew Alkin*, party hereto, before the end of Easter Term now next ensuing, to sue forth and prosecute out of his Majesty's High Court of Chancery, one or more writ or writs of entry upon disseisin, *en le post*, returnable, and to be returned before his Majesty's Justices of the Court of Common Pleas at Westminster; thereby demanding by proper, apt and convenient names, quantities, qualities, numbers of acres, and other descriptions, the said messuages, lands, tenements, hereditaments and premises, against the said *Duncan Due*; **To which** said writ or writs of entry he the said *Duncan Due* shall appear *gratis* either in his own proper person, or by his attorney or attornies thereto lawfully authorised, and vouch over to warranty the said *Andrew Alkin*, party hereto; who shall also appear *gratis* either in his own proper person, or by his attorney or attornies thereto lawfully authorised, and enter into the warranty, and vouch over to warranty the common vouchee of the same court, who shall also appear *gratis*, and after imparlance make default, so as judgment shall and may be thereupon had and given for the said *Ezekiel Ellis*, to recover the said messuages, lands, hereditaments and premises, against the said *Duncan Due*, and for him to recover in value against the said *Andrew Alkin*, party hereto, and for him to recover in value against the said common vouchee, and that execution shall and may be thereupon had and awarded accordingly, **And all** and every other act and thing done and executed, needful and requisite for the suffering and perfecting of such common recovery or recoveries with vouchers as aforesaid. **And it is hereby declared and agreed** by and between all the said parties to these presents, that from and immediately after the suffering and perfecting of the said common recovery or recoveries so as aforesaid, or in any other manner, or at any other time or times suffered or to be suffered, as well these presents and the assurance hereby made, as also the said common recovery or recoveries, **And all** and every other common recovery or recoveries, fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered or executed, or hereafter to be had, made, levied, suffered or executed of the said messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure; and the recoverer or recoverers in the said recovery or recoveries named or to be named, and his and their heirs shall stand and be seised of the said messuages, lands, tenements, hereditaments and premises, and of every of them, and of every part thereof, **To and for the only proper Use and Behoof** of him the said *Andrew Alkin*, party hereto, and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. **In Witness**, &c.

To dock intails, &c.

and to limit to the use of the granter in fee.

The grant, bargain, &c. The parcels.

Habendum to the grantee in fee,

to make a tenant to the præcipe, to suffer recoveries.

The manner agreed on, &c.

The use thereof declared to the granter in fee.

*(Newnam.)*

## *Bargain and Sale to make a Tenant to the* Præcipe *for suffering a Recovery in the County Palatine of Chester.*

**This Indenture Tripartite** made, *&c.* **Between** Sir *O. B.* of, *&c.* Baronet, *F. B.* Esquire, eldest son of the said *O. G.* begotten on the body of Dame *S.* his wife, of the first part, *C. F.* of, *&c.* Gentleman, of the second part, and *T. K.* of W. in the county of Chester, Gentleman, of the third part, **Witnesseth**, that the said Sir *O. B.* and *F. B.* for and in consideration of the sum of five shillings a-piece of, *&c.* at, *&c.* the receipt, *&c.* and for divers, *&c.* **have** granted, bargained, sold, and by these presents **do**, *&c.* unto the said *C. F.* **All that**, *&c.* and the reversion, *&c.* **And all** the estate, *&c.* **To have and to hold** the said manor, *&c.* unto the said *C. F.* and his heirs, **To the Intent** and purpose that he the said *C. F.* may be seised of the freehold of the said premises, and may become a good and perfect tenant thereof, against whom one or more common recovery or recoveries may be had and perfected at the next court of assize to be held in and for the county palatine of Chester; **In which** common recovery or recoveries the said *T. K.* shall be demandant, and the said *C. F.* tenant, who shall vouch to warranty the said Sir *O. B.* who shall vouch the said *F. B.* who shall vouch over the common vouchee: **And it is hereby declared and agreed** by and between all and every the said parties to these presents, and their

Consideration.

Bargain and sale.

Habendum, to make a tenant to the præcipe for suffering a recovery.

Declaration of the uses.

their true intent and meaning is, that from and after the ſuffering and perfecting of the ſaid common recovery or common recoveries ſo to be had and ſuffered as aforeſaid, the ſame ſhall be and enure, and be conſtrued, deemed and taken to be and enure, **To the Uſe and Behoof** of the ſaid Sir *O. B.* and his aſſigns, for and during his natural life; and from and after the death of the ſaid Sir *O. B.* then to the uſe and behoof of the ſaid *F. B.* his heirs and aſſigns for ever, and to, for or upon no other uſe, truſt, intent or purpoſe whatſoever. **Provided nevertheleſs**, that it ſhall and may be lawful to and for the ſaid Sir *O. B.* by any deed or deeds indented, under his hand and ſeal to be executed, from time to time to make any leaſe or leaſes in poſſeſſion, but not in reverſion or remainder, by way of future intereſt, of all or any of the ſaid premiſes, or of any part or parts thereof, unto any perſon or perſons for and during the life or lives of one, two or three perſons, or for any term or number of years not exceeding twenty-one years, ſo as no ſuch leaſe or leaſes, by any expreſs words to be therein contained, be made diſpuniſhable of waſte, and ſo as upon every ſuch leaſe and leaſes there be reſerved to continue payable during the reſpective continuance of ſuch leaſe and leaſes, the beſt and moſt improved yearly rents that can be reaſonably had or obtained, without taking any ſum or ſums of money, or otner thing by way of fine or income for the ſame, and ſo as in every ſuch leaſe there be contained a clauſe of re-entry for non-payment of the rent or rents to be thereby reſerved, and ſo as the leſſee and leſſees, to whom ſuch leaſe or leaſes ſhall be made as aforeſaid, ſeal and deliver counterparts thereof. **In Witneſs**, &c.

Proviſo for granting leaſes not exceeding 21 years, &c.

*Bargain and Sale of Timber*, &c. *to Truſtees, for Payment of ſeveral Mortgages*, &c.

**This Indenture**, made, *&c.* **Between** *A. H.* of, *&c.* Eſquire, of the one part, and the Honourable *J. B.* Eſquire, (only brother of the Right Honourable *G.* Earl of C.) *H. H. H.* of, *&c.* Eſquire, and *R. H.* of, *&c.* Eſquire, of the other part. **Whereas** the ſaid *A. H.* is now ſeiſed of an eſtate in fee-ſimple of and in the *The* ſeveral manors and lordſhips of, *&c.* and in certain farms, woods and lands in, *&c.* and alſo of the ſeveral manors, *&c.* in, *&c.* and of divers meſſuages, *&c.* **And whereas** there are great quantities of wood and timber now growing in and upon the aforeſaid manors, woods and lands, which are now and have been for ſeveral years paſt of full growth, and if not ſpeedily felled and cut down, will periſh and decay; and there are other woods and hedge-rows within ſeveral of the incloſures or fields, wherein the timber-trees grow ſo thick or near each other, that unleſs part thereof be felled and cut down, the growth of the whole will be ſpoiled or greatly injured: **And whereas** the ſaid *A. H.* hath lately intermarried with the Right Honourable the Lady *E. B.* (only daughter of the Right Honourable the Earl of B.) and in conſideration of the ſaid marriage, and ten thouſand pounds, the ſaid Lady *E.*'s portion, *Hath* agreed to ſettle the ſaid manors and premiſes in jointure, and on the iſſue of that marriage, in common form of ſettlement; but in regard the ſaid manors and premiſes ſo agreed to be ſettled are charged with ſeveral mortgages, it is agreed that all wood and timber now growing on the ſame, and now fit to be cut and felled, (except as herein after is expreſſed) ſhall be totally excepted out of he ſaid intended ſettlement, and be aſſigned to truſtees in order to ſell the ſame, and by the money ariſing by ſuch ſale and ſales, to diſincumber the ſaid manors and premiſes ſo agreed to be ſettled as aforeſaid: **Now this Indenture witneſſeth**, and to the end, intent and purpoſe, that by cutting and ſale of wood and timber only of and from the before and herein after mentioned manors, lands, hereditaments and premiſes, the ſeveral debts and incumbrances ſet forth in the ſchedule hereunder written may be paid off and diſcharged in ſuch manner as herein after is mentioned, and alſo for and in conſideration of the ſum of ten ſhillings of, *&c.* to the ſaid *A. H.* in hand paid by the ſaid *(three truſtees)* at or before, *&c.* the receipt, *&c.* and for divers, *&c.* **He** the ſaid *A. H.* **hath** granted, bargained and ſold, and by theſe preſents **Doth**, &c. unto the ſaid *(three truſtees)* their executors, adminiſtrators and aſſigns, **All and every** the timber-trees and woods now fit to be felled and cut, of him the ſaid *A. H.* ſtanding, growing and being in or within the before mentioned ſeveral and reſpective manors of, *&c.* **Together** with full power and free liberty of ingreſs, egreſs and regreſs, way and paſſage to and for them the ſaid *(truſtees)* and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, and to and for their and every of their agents and ſervants, with workmen, horſes, carts and carriages, to enter and come in and upon and through all or any part or parts of the before mentioned manors, hereditaments and premiſes, or any of them, at all ſeaſonable times, to view, fell, cut down, grub up, hew, ſaw, ſquare, work out, cord, ſtack, cart and carry away all the ſaid timber and trees and woods, and alſo to ſell and diſpoſe of the ſame, and that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as he the ſaid *A. H.* could or might have done the ſame in caſe theſe preſents had not been made, and all the right, title, intereſt, property, claim and demand whatſoever of the ſaid *A. H.* of, in or to the ſaid hereby bargained and ſold timber, trees, woods and premiſes; **Except**, and always reſerved out of this preſent grant, all ſaplins of oak, aſh and elm, and all hedges and hedge-rows, and all trees in any regular walk, or which ſerve for ornament or ſhelter, or are near to or commodious for the ſaid capital meſſuage or manor-houſe called the G. **To have and to hold** the ſame timber, timber-trees, woods, and all and ſingular other the hereditaments and premiſes herein before mentioned, and intended to be hereby granted, bargained and ſold, with their and every of their appurtenances, (except as is herein before excepted) unto and to the uſe of them the ſaid *(truſtees)* their executors, adminiſtrators and aſſigns for ever; **Nevertheleſs upon the ſeveral Truſts**, ends, intents and purpoſes, and under and ſubject to the ſeveral proviſoes and agreements herein after mentioned, expreſſed and declared of and concerning the ſame, *viz.* **Upon this ſpecial Truſt**, that they *(the truſtees)* the ſaid *J. B. H. H. H.* and *R. H.* and the ſurvivors and ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall and may from time to time, by themſelves, their agents and workmen, enter and come into and upon all and ſingular the ſaid manors and premiſes, to view the ſaid woods, timber and trees fit to be cut, and to fell, cut down, grub up, meaſure, ſquare, cord, ſtack and carry away the ſame with carts and other carriages, and for the beſt price that can be got to ſell and diſpoſe of all or any part of the ſaid wood and timber: **And upon this further Truſt**, that they the ſaid truſtees and the ſurvivors and ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do (after deduction of all coſts and charges touching the ſame, in manner as herein after is mentioned) pay and apply all and every the ſum and ſums of money

Recitals, viz. That grantor is ſeiſed in fee of ſeveral manors, &c.

As to quantity of timber, thickneſs, full growth, &c.

As to a marriage had, and of ſettling ſaid manors, &c.

And Mr. P's agreement touching felling and ſelling timber, to diſincumber premiſes, &c.

Teſtificand.

Grant.

The timber, &c. in the manors, &c.

Liberty.

Exception.

Habendum.

Truſts, viz.

To enter and view, and fell and cut, &c.

To ſell at beſt price.

Further truſt. After deduction of all charges.

&c. to apply the monies for payment of the debts in ſchedule, and of all intereſt and coſts,&c. touching the ſame.

Said debts to be paid according to priority, or as major part of truſtees ſhould think proper.

The ſurplus monies (if any) to the grantor if living, but if dead, then as he by will, &c. ſhall direct, and on default, then to his executors, &c.

Uſual power to indemnify truſtees.

Truſtees (with conſent of grantor during his life, and afterwards at their own diſcretion) to put out the monies at intereſt, &c until ſome of debts payable, &c.

To depoſit the monies, &c. until ſome ſecurity found.

Not to be anſwerable for any loſs, &c. unleſs through wilfulneſs.

To reimburſe themſelves all their charges, &c.

Not to be anſwerable for one another's acts.

to be raiſed and paid by ſuch ſale of the ſaid timber and timber-trees and woods, as ſhall be ſo felled, cut and ſold as aforeſaid, to and for payment to the ſeveral mortgages and bond-creditors, and their reſpective aſſigns and repreſentatives, the ſaid ſeveral debts and incumbrances in the ſaid ſchedule hereunder written, particularly mentioned and ſet forth, together with all intereſt monies now due and to accrue due for the ſame reſpectively, and together alſo with all coſts and charges which ſhall or may ariſe ro happen for or by reaſon of non-payment of any of the ſaid debts and incumbrances, or for or by reaſon of transferring, aſſigning, diſcharging, or otherwiſe touching or concerning the ſame, or any of them; *The* ſaid ſeveral debts and incumbrances, to be paid to the ſaid ſeveral mortgagees and their reſpective aſſigns, in order and courſe according to their priority, or elſe in ſuch other manner as they the ſaid truſtees, or the major part of them, ſhall at any time think moſt proper and convenient; **And** from and after payment and ſatisfaction of all the ſaid ſeveral debts and incumbrances, and alſo of all intereſt monies, and likewiſe of all coſts and charges touching the ſame in manner as aforeſaid, **Then** *as* to all ſurplus monies to ariſe and be made by the ſale of ſuch wood and timber to be ſo cut and felled as aforeſaid (if any ſuch ſurplus monies there ſhall be) **In Truſt** for the ſaid *A. H.* (if living) and his aſſigns; **But** if dead, **Then** to and for ſuch perſon or perſons, and on ſuch uſes and truſts, as he the ſaid *A. H.* ſhall by any deed or will in writing, executed in the preſence of three or more credible witneſſes, have directed, limited or appointed; and in default of ſuch appointment, then to and for the executors or adminiſtrators of the ſaid *A. H.* and to, for and upon no other truſt, intent or purpoſe whatſoever; **Provided always,** and it is hereby expreſly agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents is, that it ſhall and may be lawful to and for them the ſaid *J. B. H. H. H.* and *R. H.* (by and with the approbation and conſent of the ſaid *A. H.* during his life, and afterwards at their own diſcretion) from time to time, and at all times, to place and put out at intereſt all the monies by them received that ſhall be ſo raiſed and paid for ſale of the ſaid wood and timber, upon any mortgage or mortgages, or into any publick bank or fund, or upon any other ſecurities, either real or perſonal, as they, or the major part of them, ſhall think fit, until ſuch time and times only as the ſaid debts and incumbrances, or any of them in the ſaid ſchedule mentioned, ſhall become payable, according to their priority as aforeſaid, or ſhall have been paid, according to the true intent and meaning of theſe preſents: **And alſo** that they the ſaid truſtees ſhall and may from time to time, and at all times, until ſuch mortgage or mortgages, or ſecurity or ſecurities can be found, pay and depoſit the monies ariſing by ſuch ſale as aforeſaid, or of any part or parts thereof, unto and with ſuch perſon or perſons, or in ſuch place or places for ſafe cuſtody, as they, or the major part of them, ſhall agree, direct and appoint; **And further,** that they the ſaid truſtees, and the ſurvivors and ſurvivor of them, or the heirs, executors, adminiſtrators or aſſigns of ſuch ſurvivor, or any or either of them, ſhall not be anſwerable for or liable to make good the loſs of any money that ſhall or may happen in the ſale of any wood or timber, or in any ſuch mortgaging, placing out, diſpoſing or depoſiting as aforeſaid, unleſs it be by or through their wilful act, neglect or default: **And** that it ſhall and may be lawful to and for them the ſaid truſtees, and every of them, in the firſt place out of the ſaid truſt monies and premiſes to deduct, reimburſe and repay themſelves reſpectively all ſuch coſts, charges, damages and expences, as they, or any of them, ſhall or may expend or be put unto in or about the execution of the truſts hereby in them repoſed, or any thing relating thereunto: **And** that they ſhall not be anſwerable or accountable for one another's acts, receipts, payments, defaults or miſcarriages; any thing to the contrary thereof notwithſtanding. **And laſtly,** that they the ſaid *J. B. H. H. H.* and *R. H.* and the ſurvivors and ſurvivor of them, or the heirs, executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do pay and apply the ſaid monies ſo to be raiſed as aforeſaid, and the intereſt and proceed thereof, after ſuch deduction of their coſts and charges, in manner as aforeſaid, according to the ſeveral truſts herein before mentioned and expreſſed touching and concerning the ſame. **In Witneſs,** &c.

I have peruſed and do approve of this draught,

(*N. Pigott.*) *

*Bargain and Sale of Lands, under a private Act of Parliament and Decree in Chancery, by the Owner of the Eſtate and the Truſtees in the Act, there being alſo a Deed of Releaſe of the ſame Lands.*

Parties.

**THIS Indenture Tripartite,** made the 12th day of September, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Abel Auſtin* of, *&c.* Eſquire, nephew of Sir *Abel Auſtin*, junior, late of, *&c.* Knight, deceaſed, and alſo deviſee, named in his laſt will and teſtament, as to the manors, foreſt, meſſuages, lands and hereditaments herein after mentioned to be bargained and ſold (amongſt other lands and hereditaments) of the firſt part, Sir *Benjamin Burt* of, *&c.* Baronet, and *Charles Coote* of, *&c.* Eſquire, (truſtees named in the act of parliament herein after mentioned for ſale of the eſtate of the ſaid Sir *Abel Auſtin)* of the ſecond part, and *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, all of the city of London, Eſquires, of the third part, **Witneſſeth,** that for and in conſideration of the ſum of twenty thouſand pounds of lawful money of Great Britain to the ſaid Sir *Benjamin Burt* and *Charles Coote* in hand paid by the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, at or before the enſealing and delivery of theſe preſents, (the receipt whereof they the ſaid Sir *Benjamin Burt*

The Conſideration money.

* Mr. *H.* cannot cut the timber of any eſtate in mortgage, the timber paſſing with the lands. And I am of opinion, a grant of this nature, indefinitely conveying all timber, may be attended with very ill conſequences, ſince the truſtees may by this deed deface the whole eſtate, cut down all trees, hedge-rows, *&c.* and not leave ſufficient for repairs.

*NATH. PIGOTT.*
*Middle Temple.*

and

and *Charles Coote* do hereby acknowledge, and thereof, and of every part thereof do acquit, releaſe and diſcharge the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, (which ſaid ſum of twenty thouſand pounds is the ſame ſum of twenty thouſand pounds mentioned to be the conſideration money of one indenture tripartite of releaſe bearing even date herewith, and made, or mentioned to be made between the ſame parties as are parties to theſe preſents, and purporting a grant and releaſe of the manors, foreſts, meſſuages, lands, tenements and hereditaments herein after mentioned to be hereby bargained and ſold, with their appurtenances, unto and to the uſe of the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their heirs and aſſigns); And alſo for and in conſideration of the ſum of ten ſhillings of like money to the ſaid *Abel Auſtin*, party hereunto, in hand paid by the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, at or before the enſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged; And in Purſuance of the truſts repoſed in them, the ſaid Sir *Benjamin Burt* and *Charles Coote*, in and in and by an act of parliament made and paſſed in the tenth year of the reign of our late Sovereign Lord King George the Firſt in the ſaid indenture of releaſe recited, intitled, An act to veſt the Manors of Grandfield, and the Foreſt or Chaſe in the Pariſh of Hitchin in the County of Kent, And alſo the Manor or Lordſhip of Layton in the County of Middleſex, in truſtees, to be ſold for the payment of the debts to which the ſame are ſubject by virtue of the will of Sir *Abel Auſtin*, Knight, deceaſed, and for laying out the ſurplus of the money (if any) ariſing by ſuch ſale in the purchaſe of lands to be ſettled to the uſes mentioned in the will of the ſaid Sir *Abel Auſtin*; And alſo in obedience to a decree made in the High Court of Chancery on or about the 16th day of November now laſt paſt, in a cauſe then and there depending between the ſaid Sir *Abel Auſtin*, party hereunto, and *Priſcilla Auſtin* an infant, by her next friend, and *Richard Ridley*, one of the creditors of the ſaid Sir *Abel Auſtin*, junior, on behalf of himſelf and other creditors of the ſame Sir *Abel*, by original and ſupplemental bill, plaintiffs, and the ſaid Sir *Benjamin Burt*, *Charles Coote*, and *Simon Sandys*, Eſquire, and the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, defendants (in the ſaid indenture of releaſe likewiſe recited) They the ſaid Sir *Benjamin Burt* and *Charles Coote*, at the requeſt, and by the direction of the ſaid Sir *Abel Auſtin*, (teſtified by his being a party to and executing theſe preſents) and alſo the ſaid *Abel Auſtin*, party hereunto, have, and each and every of them hath bargained, ſold and confirmed, and by theſe preſents Do, and each and every of them doth bargain, ſell and confirm unto the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their heirs and aſſigns, All thoſe the manors, *&c.* And the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof, And all the eſtate, right, title, truſt, property, claim and demand whatſoever, both at law and in equity, of them the ſaid Sir *Abel Auſtin*, party hereunto, Sir *Benjamin Burt* and *Charles Coote*, every or any of them, of, in, to or out of the ſaid manors, foreſt, meſſuages, lands, tenements, hereditaments and premiſes hereby, or mentioned or intended to be hereby bargained and ſold, every or any part or parcel thereof; To have and to hold the ſaid manors, foreſt, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby bargained and ſold, with their and every of their appurtenances, unto the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their heirs and aſſigns for ever, To and for the only proper Uſe and Behoof of the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, and of their heirs and aſſigns for ever; and to and for no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

Reference to the releaſe.

Act of parliament.

Decree in Chancery.

Clauſe of bargain and ſale.

Premiſes.

Habendum.

The uſe.

*(Horſeman.)*

## *Bargain and Sale declaring the Uſes of a Fine covenanted to be levied.*

THIS Indenture Tripartite, made, *&c.* Between *S. P.* of, *&c.* Gentleman, and *E.* his wife, of the firſt part, *T. S.* of, *&c.* Gentleman, and *R.* his wife, of the ſecond part, and *M. W.* of, *&c.* Eſquire, and *J. R.* of, *&c.* Eſquire, of the third part, Witneſſeth, That for and in conſideration of the ſum of eight hundred pounds of, *&c.* paid into his Majeſty's High Court of Chancery, purſuant to an order of the ſaid Court, bearing date on or about the 27th day of June laſt, by and with the direction of the ſaid *S. P.* and *T. S.* and *R.* his wife, teſtified by their ſigning and ſealing theſe preſents: And of the further ſum of nine hundred and ſixty pounds of like lawful money in hand paid by the ſaid *M. W.* to the ſaid *S. P.* at and before the enſealing and delivery of theſe preſents; which ſaid ſums of eight hundred pounds and nine hundred and ſixty pounds, amount together to the ſum of one thouſand ſeven hundred and ſixty pounds (the receipt whereof, as the full conſideration money for the abſolute purchaſe of the meſſuages, farms, lands, tenements and hereditaments herein after mentioned to be granted, bargained and ſold, and being the ſame conſideration mentioned in a certain indenture tripartite of releaſe, bearing equal date herewith, and made between the ſame parties as are parties to theſe preſents,) the ſaid *S. P.* doth hereby acknowledge, and thereof and of and from every part and parcel thereof, doth hereby acquit, releaſe, and for ever diſcharge the ſaid *M. W.* his heirs, executors and adminiſtrators, and every of them for ever by theſe preſents; and of the ſum of ten ſhillings of like lawful money to the ſaid *S. P. T. S.* and *R.* his wife, in hand alſo paid by the ſaid *M. W.* and *J. R.* at or before the enſealing and delivery hereof, the reſpective receipts of which ſaid ſeveral ſums of ten pounds a piece, are hereby alſo acknowledged; and for divers other cauſes and conſiderations, They the ſaid *S. P.* and *E.* his wife, and *T. S.* and *R.* his wife, have, and each and every of them hath bargained and ſold, and by theſe preſents Do, and each and every of them doth fully, clearly and abſolutely bargain and ſell unto the ſaid *M. W.* and *J. R.* their heirs and aſſigns, All that, &c. (*as in the releaſe,*) To have and to hold the ſaid meſſuage, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby bargained and ſold, or intended ſo to be, with their and every of their appurtenances, (except as before excepted) Unto the ſaid *M. W.* and *J. R.* their heirs and aſſigns, To the Uſe of them the ſaid *M. W.* and *J. R.* their heirs and aſſigns; In Truſt nevertheleſs for the ſaid *M. W.* his heirs and aſſigns for ever; And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that one or more fine or fines *ſur cognizance de droit come ceo*, &c. in and by the ſaid indenture of releaſe, covenanted and agreed to be levied by the ſaid *S. P.* and *E.* his wife, and the

Conſideration.

further conſideration.

Habendum.

Fine to be levied.

the ſaid *T. S.* and *R.* his wife, to the ſaid *M. W.* and *J. R.* and the heirs of one of them, this preſent Michaelmas-Term, of the ſaid meſſuage or tenement and farm, lands, hereditaments and premiſes hereby bargained and ſold, and all other fine and fines, common recovery and common recoveries, conveyances and aſſurances in the law whatſoever heretofore had, made, done, levied, ſuffered and executed, or hereafter to be had, made, done, levied, ſuffered and executed of the ſaid meſſuage or tenement, and farm, lands, hereditaments and premiſes, or any part of them, (except as before excepted) between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them be parties or privy, ſhall be and enure, and ſhall be conſtrued, deemed and taken to be and enure, and by all the ſaid parties to theſe preſents declared to be and enure, To the only proper Uſe and Behoof of the ſaid *M. W.* and *J. R.* their heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

*(Pigott.)*

*Bargain and Sale to make a Tenant to the* * Præcipe, *in order to ſuffer a Common Recovery.*

THIS Indenture Tripartite, made, &c. Between, &c. Witneſſeth, that the ſaid *J. A.* and *M.* his wife, and *G. A.* for the barring all eſtates-tail and remainders over, of and in the meſſuages, lands, tenements and hereditaments herein after mentioned, and for and in conſideration of the ſum

* CASE.

3d and 4th of March, 1745, By indentures of leaſe and releaſe of thoſe dates made between *S. B.* ſpinſter, only daughter and heir of *G. B.* and *S.* his wife, both deceaſed, of the firſt part, *B. B.* of the ſecond part, and *S. H.* and *W. D.* of the third part, reciting a marriage intended between ſaid *B. B.* and *S. B. It is Witneſſed* that for ſettling the hereditaments after mentioned, to uſes after expreſſed, and for other valuable conſiderations ſhe ſaid *S. B. Did* grant, releaſe and convey unto ſaid *H.* and *D.* their heirs and aſſigns for ever, a meſſuage, &c. *To hold* to ſaid *H.* and *D.* their heirs and aſſigns for ever; to the uſe of ſaid *S. B.* her heirs and aſſigns, until ſaid intended marriage ſolemnized; and after ſuch ſolemnization, to the uſe of *ſaid S. B. and her aſſigns* for life, ſans waſte, remainder to ſaid *H.* and *D.* and their heirs during life of *S. B.* in truſt to preſerve contingent remainders; and after deceaſe of ſaid *S. B.* to the uſe *of ſaid B. B.* intended huſband of ſaid *S.* and his aſſigns for life; and after deceaſe of ſurvivor of ſaid *S.* and *B.* to the uſe of *the heirs male of the body of ſaid S.* by ſaid *B.* her intended huſband lawfully to be begotten; and for want of ſuch iſſue, to the uſe of the heirs female of the body of ſaid *S.* by ſaid *B.* lawfully to be begotten; and for want of ſuch iſſue, to the uſe of ſaid *H.* and *D.* their executors, adminiſtrators and aſſigns for *five hundred years*, upon truſts after mentioned; and after expiration or ſooner determination of ſaid term, to the *uſe of ſaid S. B.* her heirs and aſſigns for ever: the truſt for the term is declared to be that, if ſaid *B.* and *S.* ſhould have any other child or children beſides an eldeſt or only ſon of their bodies begotten, that then ſaid *B.* and *S. ſhall and may* by any deed, inſtrument or writing by them jointly executed, in the preſence of two or more credible witneſſes, or the ſurvivor of them by will, charge the premiſes with any ſum of money, not exceeding two hundred pounds, for benefit of ſuch your child or children by ſuch ſhares and proportions, and in ſuch manner and form as ſaid *B.* and *S.* by ſuch deed as aforeſaid, ſhall give, limit, direct or appoint, and for want of ſuch deed or will, ſaid term to be void; the ſaid deed is executed by all parties, the ſaid marriage took effect, and ſaid *B.* and *S.* are both living, and have iſſue, ſons and daughters, their eldeſt ſon hath attained his age of twenty-one years, the ſaid *B.* and *S.* are deſirous of ſuffering a recovery of ſaid premiſes, to the uſe of *B.* in fee, and the eldeſt ſon (if neceſſary) is willing to join.

*Query.* Can ſaid *B.* and *S.* and their eldeſt ſon, or can *B.* and *S.* without their ſaid ſon, bar the eſtate tail created by the before ſtated indenture of ſettlement, by common, recovery, and muſt the ſame be with double or treble voucher, and who muſt be the vouchees? Can a good tenant to the *præcipe* be made without the truſtees, joining in the conveyance for that purpoſe? And muſt the tenant to the *præcipe* be made by fine on account of *S. B.* being a feme covert, or will a bargain and ſale, or leaſe and releaſe without a fine be ſufficient?

*A.* I am of opinion that in order to make a clear and indiſputable title to a purchaſer the tenant to the *præcipe* ſhould in this caſe be made by a fine to be levied by *B.* and *S.* his wife, and that the uſes of ſuch fine ſhould be declared to *A. B.* and his heirs, to the intent and purpoſe to make him perfect tenant, *&c.* for a recovery with treble vouchers, wherein *B. B.* and his wife ſhould be firſt vouchees, their eldeſt ſon ſecond vouchee, who muſt vouch the common vouchee.

This mode becomes adviſeable from the circumſtance of the huſband being only ſeized in right of his wife, who has the intention firſt eſtate of freehold; Secondly, by the wife's having an eſtate in tail male according to the old law, * yet leſt the ſhould govern, and ſhe ſhould be deemed tenant for life only, with remainder to her firſt and other ſons as purchaſers, I would adviſe that the eldeſt ſon may be vouched in the recovery; the covenant to levy a fine may be introduced either in a bargain and ſale to be inrolled, or in a releaſe from the father, mother and ſon, to the tenant to the *præcipe*, and for more effectually limiting the lands, &c. to ſuch tenant and his heirs, let the father covenant for himſelf, and his wife to levy the fine; to the uſe, intent and purpoſe, *ut ſupra.*

*Query.* II. The term appears to commence only in caſe of failure of iſſue, and yet is declared to be for raiſing portions for younger children; by the proviſo ſaid *B.* and *S.* ſhall and may charge, *&c.* and for want of deed or will, the term to be void; Is the word "ſhall" to be conſidered as *compulſive* on *B.* and *S.* to charge the premiſes with ſome ſum not exceeding two hundred pounds in favor of younger children, and have ſuch younger children by virtue of ſuch term, and the truſts declared thereof any veſted claim or intereſt at law or in equity in or to ſaid ſum, or any part thereof? And will ſaid term and ſuch claim or intereſt as aforeſaid, (if any ſuch there now be,) be barred by the common recovery, intended to be ſuffered according to ſuch directions as ſhall be given in anſwer to the firſt *Query?*

* This opinion was given after the determination of the cauſe of *Perrin* and *Blake*, by Lord *Mansfield*, but before his lordſhip's determination was reverſed in the Exchequer Chamber. *

It

ſum of five ſhillings of lawful, &c. to them in hand paid by the ſaid *J. H.* at or before, &c. the receipt, &c. and for divers other good cauſes and conſiderations them the ſaid *J. A.* and *M.* his wife, and *G. A.* thereunto moving, have bargained and ſold, and by theſe preſents do, &c. unto the ſaid *J. H.* his heirs and aſſigns, all that meſſuage or tenement, &c. to have and to hold the ſaid meſſuages, buildings, Bargain and ſale. Habendum.

It is ſo contrary to natural juſtice, that I cannot conceive the parties mean to leave the younger children without ſome proviſion; yet I am obliged to anſwer the query, and muſt ſay, that the term lying behind the eſtate tail, and the charge to be created under the truſts of the term being a diſcretionary power, which both the parents jointly, or the ſurvivor ſeparately, may or may not exerciſe, the term for years, and conſequently all claim of the younger children, under the truſts thereof, will be barred by the recovery.

*JOHN HOLLIDAY.*
*Lincoln's-Inn, 24th June, 1775.*

## CASE.

*H. H.* by will, dated 6th November 1752, gave all his meſſuages, &c. in B. to his wife for life, remainder to *J. H.* and *E. W.* and *W. B.* and their heirs, upon ſpecial truſt to pay thereout a reaſonable maintenance to his daugh ter *J. M.* during the life of *H. M.* her huſband; and upon further truſt to convey ſaid premiſes at the death of *H. M.* and all their right, &c. to ſaid *J.* and her heirs, if ſhe ſurvived her huſband; but if ſhe died before her huſband, then truſtees to allow a maintenance out of ſaid premiſes to all the children of ſaid *J.* during the life of *H. M.* and after *H.*'s death he directed the truſtees and the heirs of the ſurvivor to convey ſaid premiſes (*J.* being dead) to ſuch ſon and ſons as ſhe ſhould happen to have born of her body, and living at death of ſaid *H.* and to the heirs of his and their bodies reſpectively, according to their ſeniority, and for want of ſuch ſon or ſons, then to the daughters, and to the heirs of their ſeveral and reſpective bodies lawfully iſſuing, and in default of ſuch iſſue, he directed ſaid truſtees and the heirs of the ſurvivor, to convey ſaid premiſes to the ſecond ſon of his brother *J. H.* and his heirs for ever, if he ſhould be then living, but if dead, then to his eldeſt brother and his heirs for ever, paying to his ſiſters or ſiſter eighty pounds.

*J.* died before her huſband, leaving two children, *viz. H.* and *E.*

*H.* died under twenty-one years, ſans iſſue.

*H. H.* the father, is ſince dead, and a ſon of *J. H.* was then and is ſtill living.

*E.* the daughter and only child of *E.* married one *S.* who is dead, and ſhe is ſince married to *H. W.* and is now living. All the truſtees are dead, and no conveyance is yet made of the eſtate purſuant to the truſt, and the heir of the ſurviving truſtee refuſes to make any conveyance of the legal eſtate to *W.* and wife.

*Query*, Will a fine and recovery, ſuffered by *W.* and wife, of this eſtate, ſhe being now ceſtui que truſt, but the legal intereſt veſted in another, deſtroy both the entail to the iſſue of her body, and the remainder to the ſecond ſon of *J. H.*?

*A.* I think that as *E.* is ceſtui que truſt intail of ſaid land, ſhe may, with her huſband, bar the equitable entail without the truſtee joining in any act for that purpoſe; all that is neceſſary for her and her huſband to do, is, to follow the ſame method for barring this eſtate tail as it would have been neceſſary for them to uſe had this been a legal eſtate, and a fine and recovery by them (they both being vouched in the recovery) will effectually bar the entail to the iſſue of Mrs. *W.*'s body, and to all the remainder men named in the bill. But a fine is not abſolutely neceſſary.

*Query.* II. If the legal eſtate had not been veſted in *W.* and wife, they would have deſtroyed the entail in this manner: They would have levied a fine of it to ſome friend as of this Trinity Term; after which they would have conveyed the eſtate to him in fee by leaſe and releaſe, to make him tenant to the præcipe, and declared the uſe of the fine in confirmance thereof; and in Michaelmas Term a recovery would have been ſuffered, with voucher of *W.* and wife: Ought the ſame method now to be purſued in the caſe of this truſt eſtate, or wherein ought there to be a variation? And particularly, ſhould not a tenant to the præcipe be made by bargain and ſale inrolled, rather than by leaſe and releaſe?

*A.* The method propoſed is a very good one, but there is no abſolute occaſion to levy any fine. The huſband and wife may this vacation by leaſe and releaſe, or bargain and ſale, (which is better) convey to a friend to make him tenant for a recovery, and then a writ of entry returnable next term may be brought againſt the tenant, and then he may vouch *W.* and wife, and they vouch the common vouchee, and in the releaſe or bargain and ſale the uſes of the recovery muſt be declared as they think fit to appoint, and her being vouched in the recovery, will as effectually bar her as a fine, though a feme covert; but ſome perſons will, for greater caution, adviſe feme coverts to levy fines, when they are to ſuffer recoveries to obviate all doubts, which, in my opinion, is not neceſſary. I have before mentioned, that by this method the iſſue of Mrs. *W.* and all the remainders, will be barred.

*JA. BOOTLE.*
*24th June, 1752.*

### Further Queries on this CASE.

In all caſes determined upon theſe truſts, it ſeems laid down as a general maxim that ceſtui que truſt muſt uſe the ſame method for deſtroying eſtates tail and remainders, as if the legal eſtate had been veſted in him. How can, therefore this ceſtui que truſt (being a feme covert) convey her eſtate to a friend, ſo as to make him tenant to the præcipe, and to have a good freehold therein, without the help of a fine, for if the legal eſtate had been in her, ſhe muſt certainly have levied a fine for this purpoſe?

If the remainder in the preſent caſe had not been limited over, but had been in ceſtui que truſt, there would then have been no occaſion for both a fine and a recovery; for a fine alone would have barred the entail, or a recovery with a ſingle voucher would have done it, and in the latter caſe the writ of entry would have been brought againſt her and her huſband, who would have had no occaſion to make a tenant to the præcipe; but where it is neceſſary to have a double vouchee, how can a good tenant to the præcipe be made by a ceſtui que truſt, who is a feme covert, without a fine, ſince it is laid down as a maxim that ceſtui que truſt is to purſue the ſame methods for deſtroying entails and remainders on his eſtate as are made uſe of for the ſame purpoſes by the owner of a legal eſtate?

*A.* When a man marries a woman who is ſeiſed in fee or in tail of land, he gains an eſtate of freehold in her right, and he alone, or they two, may, by any of the common conveyances, paſs ſuch an eſtate to the grantee as to make him,

buildings, lands, tenements, hereditaments, And all and ſingular other the premiſes, with their and every of their appurtenances, unto the ſaid *J. H.* his heirs and aſſigns, To the Uſe and behoof of him the ſaid *J. H.* his heirs and aſſigns for ever, To the Intent and purpoſe nevertheleſs, that the ſaid *J. H.* may be perfect tenant of the freehold and inheritance of all and ſingular the aforeſaid premiſes, with the appurtenances, againſt whom a common recovery of the ſaid meſſuages, *&c.* may be had, ſuffered and perfected, And to that End and purpoſe it is agreed by and between the parties to theſe preſents, that the ſaid *E. A.* ſhall, before the end of Eaſter Term next, ſue out and proſecute a writ of entry *ſur diſſeiſin en le poſt*, returnable before the Juſtices of the Lord the King of the Bench at Weſtminſter, whereby the ſaid *E. A.* ſhall demand againſt the ſaid *J. K.* the ſaid meſſuage, *&c.* and premiſes, with their and every of their appurtenances, by ſuch name and names, and other additions and deſcriptions, to aſcertain the ſame, as ſhall be thought fit, To which writ the ſaid *J. H.* ſhall appear *gratis*, and vouch to warranty the ſaid ——— who ſhall likewiſe appear *gratis*, and enter into warranty, and vouch the ſaid ——— and ——— who ſhall appear *gratis*, and enter into warranty, and vouch over to warranty the common vouchee, who ſhall likewiſe appear and imparl, and afterwards make default, whereby a common recovery may be had and ſuffered in the ſaid Court of Common Pleas, Of all the ſaid meſſuage, lands, *&c.* according to the courſe of common recoveries uſed: And it is hereby covenanted, concluded, declared and fully agreed by and between all the ſaid parties to theſe preſents, that the ſaid common recovery, ſo or in any other manner to be had and ſuffered as aforeſaid, of the aforeſaid premiſes, with the appurtenances, between the ſaid parties to theſe preſents, ſhall enure and be, and ſhall be conſtrued, deemed and taken to enure and to be to the ſeveral uſes, intents and purpoſes herein after mentioned and declared (that is to ſay) To the Uſe and Behoof of the ſaid *J. A.* and his aſſigns during the joint lives of him and the ſaid *M.* his wife; and if the ſaid *M. A.* ſhall ſurvive the ſaid *J. A.* then to the uſe and behoof of the ſaid *E. A.* and his heirs during the life of her the ſaid *M. A.* Upon Truſt, that he the ſaid *E. A.* and his heirs do and ſhall convey and aſſure the ſame premiſes, and every or any part thereof, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid *M. A.* by herſelf alone, during the life of her huſband, or after his death, by any writing or writings under her hand and ſeal, executed in the preſence of two or more credible witneſſes, ſhall direct and appoint, and until ſuch appointment, in truſt for the ſaid *M. A.* and from and immediately after the deceaſe of the ſaid *M. A.* then to the only proper uſe and behoof of the ſaid *G. A.* and his heirs and aſſigns for ever. In Witneſs, &c.

Uſes.

*(Jones.)*

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him, at leaſt, tenant of the freehold; ſo then the difficulty there is cleared: for though the ceſtui que truſt is a feme covert, and a feme covert's inheritance cannot be conveyed away by her otherwiſe than by a fine, yet ſhe joining only in the preſent conveyance with her huſband, and the freehold paſſing by this act, ſhe does as much in this caſe as would be neceſſary for her to do if ſhe had had a legal eſtate tail, that is, ſhe comes in by voucher, and there is not any occaſion for a fine.

*JA. BOOTLE.*

## CASE.

*W. B.* by will, dated 2d June 1738, deviſes (*inter al'*) unto his grand-daughter *A. P.* ſeveral pieces of land, *&c.* and alſo gave to his grand-daughter *M. R.* ſeveral other lands, *&c.* and to his grand daughter *E. W.* other lands, and if any of them ſhould die, then the ſurvivors ſhould equally ſhare the ſaid lands, and if two of them die without iſſue, the ſurvivor ſhould have the whole; but if they all die, having no children of their own bodies, then he gave all the ſaid lands to his ſiſter's ſon *W. C.* and his heirs.

*A. P.* is dead without iſſue, and *E. W.* is now the wife of Mr. *D. L.*

*Query.* If the three deviſees *P. R.* and *W.* have not each of them, by implication of law, an eſtate tail in the lands reſpectively deviſed to them with remainder to *C.* in fee? Or what other eſtate hath each of the ſaid deviſees in the premiſes?

*A.* I conceive that *P. R.* and *W.* had each of them an eſtate tail in the lands to them reſpectively deviſed, with croſs remainders, in failure of iſſue of any of them, to the other two in tail, with a further remainder to the laſt of them in tail in caſe two of them failed, with remainder in fee to *W. C.*

*Query.* Can Mrs. *E. L.* with her huſband, bar her eſtate tail in the premiſes deviſed to her, and in a moiety of the lands deviſed to *A. P.* with the remainders thereon depending, by ſuffering a recovery with ſingle voucher thereof? Or, will ſhe be obliged to ſuffer a recovery with double voucher, and, for that purpoſe, firſt to levy a fine thereof to ſome friend to make him tenant to the præcipe, upon a writ of entry, before the recovery with double vouchers can be ſuffered? And can a tenant to the præcipe of a feme covert's legal eſtate be made by any other conveyance than a fine?

As Mrs. *W.* is now married to Mr. *L.* he by that marriage has gained an eſtate of freehold, in her right, in the lands originally allotted to her in tail, and in a moiety of thoſe which have devolved on her from *A. P.* who is dead without iſſue, and if Mr. *L.* and his wife, by leaſe and releaſe, convey to a friend to make him tenant, *&c.* and thereupon a writ of entry is brought, and tenant appear, and vouches *L.* and wife, and they vouch common vouchee, and thereupon a recovery with double voucher be had (for recoveries with ſingle voucher are now diſuſed) of the premiſes in the common form. This will, I conceive, be a good bar to the eſtate tail and remainder, and there will be no occaſion for a fine.

*JA. BOOTLE.*
*18th Dec. 1752.*

*Bargain and Sale as a further Aſſurance, purſuant to a Covenant in a former Deed.*

THIS Indenture of Six Parts, made, &c. Between Sir *W. D.* of, &c. Baronet, and Dame *A.* his wife, (eldeſt daughter of *W. P. W.* of Gray's Inn in the county of Middleſex, Eſquire) of the firſt part, *J. B.* Serjeant at Law, of the ſecond part, *J. L.* of, &c. in the Iſle of Wight, Eſquire, *R. P.* of, &c. Eſquire, and *R. H.* of, &c. Eſquire, of the third part, *E. P.* of, &c. Eſquire, of the fourth part, *H. W.* Eſquire (eldeſt ſon of the ſaid *W. P. W.* of Gray's Inn), and *W. P. W.* of the Inner Temple, London, Eſquire (ſecond ſon of the ſaid *W. P. W.* of Gray's Inn), of the fifth part, and the ſaid *W. P. W.* the father, of the ſixth part, Witneſſeth, that the ſaid Sir *W. D.* in purſuance of certain covenants and agreements made by the ſaid Sir *W. D.* and compriſed and ſpecified in one indenture *ſextipartite*, bearing date, &c. and made between the ſame parties as are to theſe preſents, touching and concerning his the ſaid Sir *W. D.*'s making ſuch further aſſurances and conveyances of the ſeveral and reſpective manors, lordſhips, meſſuages, lands, tenements, advowſons and hereditaments herein after mentioned and intended to be granted, bargained and ſold, as ſhould be reaſonably adviſed or required; and in conſideration of the payment, or of undertaking the payment of the debts of the ſaid Sir *W. D.* in a ſchedule to the ſame indenture *ſextipartite* annexed ſpecified, amounting to the ſum of ——— by them the ſaid *W. P. W.* the elder, and *W. P. W.* junior, and for and in conſideration of the ſum of five ſhillings of, &c. to him in hand paid by the ſaid *E. P.* at, &c. the receipt, &c. Hath (with conſent of the ſaid *W. P. W.* the elder) granted, bargained, ſold and confirmed, and by theſe preſents Doth grant, &c. unto the ſaid *E. P.* his heirs and aſſigns for ever, All that houſe, &c. To have and to hold all and ſingular the ſaid premiſes, with their and every of their appurtenances, unto the ſaid *E. P.* his heirs and aſſigns, To the Uſe of the ſaid *E. P.* his heirs and aſſigns for ever; In Truſt nevertheleſs for the ſaid *W. P. W.* the elder, his heirs and aſſigns for evermore: And this Indenture alſo witneſſeth, that in further purſuance of his the ſaid Sir *W. D.*'s covenant for further aſſurance, and for the conſiderations aforeſaid, and alſo in conſideration of the ſum of ten ſhillings of like, &c. to him the ſaid Sir *W. D.* in hand paid by the ſaid *J. L. R. P.* and *R. H.* at, &c. the receipt, &c. and for divers, &c. He the ſaid Sir *W. D.* Hath granted, bargained, ſold and confirmed, and by theſe preſents Doth grant, &c. unto the ſaid *J. L. R. P.* and *R. H.* and their heirs, All that the manor, &c. And all other the manors, &c. and the reverſion, &c. To have and to hold all and ſingular the ſaid laſt mentioned premiſes, with their appurtenances, unto the ſaid *J. L. R. P.* and *R. H.* their heirs and aſſigns for ever, To and for the ſeveral uſes, intents and purpoſes, and ſubject to ſuch eſtates, truſts, powers, proviſoes and limitations, as are thereof herein after limited, expreſſed, declared, reſerved, given and provided; (that is to ſay) As to, for and concerning all ſuch of the ſaid laſt mentioned premiſes as were lately held by or to the uſe of, or in truſt for the late Dame *M. D.* (widow and relict of Sir *W. D.* Knight and Baronet, deceaſed, late father of the ſaid Sir *W. D.* party to theſe preſents) for or as her jointure, to this intent and purpoſe, that they the ſaid *J. L. R. P.* and *R. H.* and their heirs, by, with and out of the rents, iſſues and profits of the ſame premiſes, ſhall and do pay, or cauſe to be paid unto the ſaid Dame *A. D.* for her ſole and ſeparate uſe, the yearly ſum of fifty pounds free and clear of and from all and all manner of rates, taxes, impoſitions and deductions whatſoever, by quarterly payments, at the feaſts called Lady-Day, Midſummer, Michaelmas and Chriſtmas, during the joint natural lives of them the ſaid Sir *W. D.* and Dame *A.* his wife, (if they ſhall ſo long continue to live ſeparate and apart, as they do now,) for which her receipt ſhall be a ſufficient diſcharge; the ſaid yearly ſum of fifty pounds, being an addition to another yearly ſum of one hundred pounds provided heretofore for her ſeparate uſe, in and by a ſettlement made by the ſaid Sir *W. D.* of the premiſes, and other lands upon his intermarriage with the ſaid Dame *A.* then *A. W.* daughter of the ſaid *W. P. W.* the elder, and ſubject and chargeable to and with the payment of the ſaid yearly ſum of fifty pounds to the uſe of the ſaid *W. P. W.* the younger, his heirs and aſſigns for ever; but from and after the deceaſe of the ſaid Sir *W. D.* the ſaid uſe and eſtate of the ſaid *W. P. W.* the younger, ſhall remain ſubject and chargeable, to and with the payment of a due proportion of a certain yearly ſum of five hundred pounds provided for the jointure of the ſaid Dame *A. D.* in and by the ſaid marriage ſettlement, and alſo ſubject and charged to and with a certain term of ſix hundred years limited and raiſed in and by the ſaid marriage ſettlement; In Truſt for the levying, raiſing and paying of certain portions and maintenances for ſuch of the children of the ſaid Sir *W. D.* and Dame *A.* his wife, for whom the ſame are thereby provided; And ſubject and chargeable to and with the ſeveral uſes and eſtates in and by the ſaid marriage ſettlement limited to the firſt and every other ſon of the ſaid Sir *W. D.* on his ſaid now wife begotten ſucceſſively in tail male; and in default of ſuch iſſue, to the ſaid Dame *A. D.* for her life; And as to, for and concerning the ſaid barton and demeſnes of, &c. except, &c. ſubject and charged to and with a term of ninety-nine years, limited and raiſed in and by the ſaid marriage ſettlement; in truſt for the levying, paying and diſpoſing of the ſaid yearly ſum of one hundred pounds for the ſeparate uſe of the ſaid Dame *A. D.* during the joint natural lives of her and the ſaid Sir *W. D.* and as to the ſame premiſes ſo charged with the ſaid term of ninety-nine years, from the expiration or other ſooner determination of the ſame term, or the ceaſing of the truſts thereof; And as to, for and concerning the ſaid capital meſſuage and gardens, and all other the ſaid laſt mentioned manors, &c. hereby granted, bargained and ſold, or mentioned, &c. unto the ſaid *J. L. R. P.* and *R. H.* to the uſe of him the ſaid Sir *W. D.* and his aſſigns, for and during the term of his natural life, with ſuch power of making leaſes as is to him reſerved and directed in and by the ſaid marriage ſettlement; and from and after the deceaſe of the ſaid Sir *W. D.* to the uſe and behoof of the ſaid *W. P. W.* the younger, his heirs and aſſigns for ever; but in caſe the ſaid Sir *W. D.* ſhall ſurvive the ſaid Dame *A.* his wife, without iſſue by him on her body begotten, then upon any future marriage of him the ſaid Sir *W. D.* and upon his the ſaid Sir *W. D.*'s firſt paying, or well and ſufficiently ſecuring to be paid unto the ſaid *W. P. W.* the elder, his heirs, executors or adminiſtrators, the ſum of one thouſand three hundred and eighty-ſix pounds ſeven ſhillings and ſix-pence, with intereſt at five pounds *per cent. per annum* for the ſame, from the 24th day of December laſt paſt, and alſo of the ſum of four thouſand pounds with intereſt for the ſame at five pounds *per cent. per annum*, from the 24th day of December laſt paſt (which ſaid ſums of one thouſand three hundred and eighty-ſix pounds ſeven ſhillings and ſix-pence, and four thouſand pounds, are the ſame ſums of one thouſand three hundred

Conſideration.
Bargain and ſale.
Habendum.
Uſe.
Second conſideration.
Sale of other premiſes.
Habendum.
To uſes, ſubject, &c.
Jointure.
Live ſeparate.

hundred and eighty-ſix pounds ſeven ſhillings and ſix-pence, and four thouſand pounds, as are mentioned in the ſaid indenture *ſextipartite*, bearing date, &c.) then he the ſaid Sir *W. D.* ſhall have full power, and it ſhall be lawful for him to limit and appoint any parts or parcels of the ſaid laſt mentioned premiſes, to or to the uſe of any ſuch after-taken wife or wives, for her or their life or lives, by way of jointure, ſo as the lands ſo to be limited in jointure do not exceed in value one hundred pounds *per annum* for every one thouſand pounds portion, which he the ſaid Sir *W. D.* ſhall receive with ſuch wife, and ſo in proportion, or lands not exceeding one hundred and fifty pounds *per annum* for any leſſer portion than one thouſand five hundred pounds, and likewiſe to ſubject and charge all or any part of the ſame premiſes to and with the payment of any ſum or ſums of money not exceeding ſix thouſand pounds in the whole, for the portion and portions of the younger ſons and daughters of ſuch future marriage, or for the daughter or daughters of ſuch future marriage, in caſe of no ſon of ſuch future marriage; and moreover to limit and appoint all or any part of the ſame premiſes, unto the firſt and every other ſon of ſuch future marriage ſucceſſively in tail male, and ſo ſubject to the ſaid eſtate for life of the ſaid Sir *W. D.* and his power of leaſing; and to the ſeveral other contingent powers, which may ariſe and accrue to the ſaid Sir *W. D.* as aforeſaid, and from and after the deceaſe of the ſaid Sir *W. D.* in the life-time of the ſaid Dame *A.* his wife, ſubject and chargeable to and with a due proportion of the ſaid yearly ſum of five hundred pounds, provided for the jointure of the ſaid Dame *A.* as aforeſaid, and alſo ſubject and charged to and with the ſaid term of ſix hundred years, and the truſts thereof above mentioned, and ſubject and charged to and with the ſaid uſes and eſtates, to the firſt and every other ſons of the ſaid Sir *W. D.* on the body of the ſaid Dame *A.* his wife begotten in tail male; and in default of ſuch iſſue, then ſubject and charged to and with the ſaid uſe and uſes ſo limited, unto the ſaid Dame *A. D.* for her life, and when and as the ſaid ſeveral uſes and eſtates of and in the premiſes ſhall ceaſe and determine, or the truſts thereof ſhall be duly executed and performed, and the ſaid ſeveral powers now in being, and thoſe which ariſe, ſhall be duly ſerved, then and from thenceforth all and ſingular the ſaid premiſes ſhall continue, remain, and be to the uſe and behoof of the ſaid *W. P. W.* the ſon, his heirs and aſſigns for ever, and to and for no other uſes, intents or purpoſes, nor ſubject to any other truſts or powers whatſoever.

Third conſideration.

**And this Indenture further witneſſeth,** that the ſaid Sir *W. D.* for and in conſideration of the ſum of one hundred and fifty-five pounds of like, &c. to him in hand paid by the ſaid *H. W.* and *W. P. W.* the ſons, at, &c. the receipt, &c. and for divers other, &c. **hath** granted, bargained, ſold and confirmed, and by theſe preſents **doth**, &c. unto the ſaid *H. W.* and *W. P. W.* the ſons, and their heirs, all that one moiety of the rectory or parſonage of A. in the ſaid county of D. with its rights, members and appurtenances, now held by leaſe for the term of the natural life of *N. W.* of, &c. and all that the other moiety of the ſaid rectory or parſonage of A. with its rights, members and appurtenances, now held by leaſe for the term of the natural lives of him the ſaid Sir *W. D.* and of *J. P.* and *J. T.* and the life of the longer liver of them, and the reverſion, &c. of both the ſaid moieties; **To have and to hold** the ſame unto the ſaid *H. W.* and *W. P. W.* the ſons, and their heirs, to the uſe of the ſaid *W. P. W.* the ſon, his heirs and aſſigns, ſubject to the payment of the yearly ſum of ten pounds unto the ſaid Dame *A. D.* for her ſeparate uſe, by quarterly payments from Chriſtmas laſt paſt, during the natural life of the ſaid Sir *W. D.* (if the ſaid ſeparation between them ſo long continue) and ſubject to the payments of the ſeveral rents reſerved to the reſpective leſſors thereof, and to the ſeveral truſts for renewing the leaſe of the ſame, and other the truſts thereof declared in and by the ſaid marriage ſettlement, other than and except the truſts thereof thereby declared for the ſaid Sir *W. D.* and the heirs of his body, and in default of ſuch iſſue for the ſaid Sir *W. D.* his heirs and aſſigns, which ſaid excepted truſts are hereby intended and agreed to be diſcharged; but in caſe the ſaid Sir *W. D.* ſhall ſurvive the ſaid Dame *A.* his wife, without iſſue on her body by him begotten, that then the ſaid truſt of the ſaid rectory and parſonage herein and hereby intended to be declared for the ſaid *W. P. W.* junior, and his heirs, ſhall be ſubject and liable unto the like powers in him the ſaid Sir *W. D.* as are herein before limited and reſerved unto him in the ſaid freehold manors, meſſuages, lands, tenements and hereditaments of him the ſaid Sir *W. D.*

Sale of two moieties of a rectory.

Declaration.

**And it is hereby** declared and agreed, that the ſeveral yearly ſums of fifty pounds and ten pounds herein before mentioned and provided for the ſeparate uſe of the ſaid Dame *A. D.* are the ſame yearly ſums of fifty pounds and ten pounds as are mentioned and provided for her ſeparate uſe in and by the abovementioned indenture *ſextipartite*, bearing date, &c. **And whereas** the ſaid Sir *W. D.* hath agreed and doth intend to levy a fine, *ſur conuſance de droit come ceo*, &c. of the freehold premiſes (except the two moieties of the ſaid leaſehold premiſes) as of next Hilary Term, unto the ſaid *J. L. R. P.* and *R. H.* and their heirs, or the heirs of one of them: **Now it is hereby declared** and agreed by and between the ſaid parties to theſe preſents, that ſuch fine and all and every other fine and fines levied or to levied by or between the ſaid parties, or any of them, of or compriſing the ſame premiſes (except as aforeſaid) or any of them, ſhall be and enure, and is and are hereby intended, declared and agreed to be and enure, to and for the ſeveral uſes, intents and purpoſes, and ſubject to the truſts, powers, proviſoes and limitations herein before expreſſed and declared of and concerning the ſame premiſes reſpectively: **And this Indenture further witneſſeth,** that for and in conſideration of the ſum of four hundred pounds paid or to be paid and applied by the ſaid *W. P. W.* the elder, towards ſatisfaction of the debts of the ſaid Sir *W. D.* due at the time of his making his ſaid marriage ſettlement, which then affected his eſtate, (which ſum of four hundred pounds is the ſame ſum of four hundred pounds which is mentioned in the ſaid indenture *ſextipartite*, bearing date the ſaid 24th day of December laſt paſt, as the conſideration of his the ſaid *J. B.*'s grant and releaſe, unto the ſaid *E. P.* and his heirs, of the lands and tenements herein after mentioned) and for and in conſideration of the ſum of five ſhillings of the like, &c. unto him the ſaid *J. B.* now in hand paid by the ſaid *E. P.* the receipt, &c. **he** the ſaid *J. B.* (by the direction and appointment of the ſaid Sir *W. D.* and that upon the nomination of the ſaid *W. P. W.* the father, teſtified by their being reſpectively parties to theſe preſents at their reſpective executions hereof,) **hath** granted, bargained, ſold and confirmed, and by theſe preſents doth grant, bargain, ſell and confirm unto the ſaid *E. P.* his heirs and aſſigns for ever, **All that** the fourth part of the ſaid manor of, &c. which hath not heretofore been ſold by him the ſaid *J. B.* to any other perſon, and the reverſion, &c. **To have and to hold** all and ſingular the ſaid laſt mentioned premiſes, with their appurtenances, unto the ſaid *E. P.* his heirs and aſſigns, **To** the uſe of the ſaid *E. P.* his heirs and aſſigns for ever; **In Truſt nevertheleſs** for the ſaid *W. P. W.* the father, his heirs and aſſigns for evermore. **In Witneſs,** &c.

Agreement to levy a fine.

Declaration of the uſes.

Fourth conſideration.

Sale.

*(Rivett.)*

*Bargain*

*Bargain and Sale of Lands by a Mother, who hath a Freehold therein for her Life, and the Son, in whom the Reverſion is after her Deceaſe.*

THIS Indenture, &c. Between *V. L.* of L. widow, late the wife of *G. B. &c.* deceaſed, and *R. B.* one of the ſons of the ſaid *G.* of the one party, and *W. R. &c.* of the other party. Whereas the ſaid *V. L.* is and ſtandeth ſeiſed for the term of her natural life, of and in All that meſſuage or tenement and garden, with the appurtenances, *&c.* the immediate reverſion whereof, after the death of the ſaid *V.* the ſaid *G. B.* by his laſt will and teſtament made in writing, did wholly deviſe and bequeath unto *G. B.* his ſon, and to his heirs for ever: And whereas the ſaid *G. B.* the younger, hath given, granted, bargained, aliened, ſold, confirmed and releaſed to the ſaid *R. B.* and to his heirs for ever, the ſaid meſſuage, with the appurtenances, and the reverſion and reverſions, remainder and remainders, preſent and future eſtate, right, title, uſe, intereſt and demand of the ſaid *G. B.* the younger, of, in and to the ſaid great meſſuage, with the appurtenances, as by one indenture bearing date, *&c.* inrolled in the High Court of Chancery, made between the ſaid *G. B.* the younger, of the one party, and the ſaid *R. B.* by the name of, *&c.* of the other party, relation being thereunto had, may more at large appear. All which ſaid meſſuage, with the appurtenances, ſometime were parcel of the poſſeſſions of *M. D.* of L. Now this Indenture witneſſeth, that the ſaid *V. L.* and *R. B.* for and in conſideration of the ſum of, *&c.* to them before, *&c.* whereof and wherewith they, *&c.* and thereof and therefore, *&c.* have bargained, ſold, granted, aliened and confirmed, and by theſe preſents Do clearly and abſolutely, *&c.* to the ſaid *W. R.* and to his heirs for ever, All the ſaid meſſuage and gardens, with the appurtenances, and all grounds, yards, lights, ſhops, cellars, ſollars, warehouſes, buildings, eaſements and commodities whatſoever to the ſaid great meſſuage or tenement belonging or appertaining, or as any part or parcel thereof demiſed, occupied, uſed, reputed or taken; And all the eſtate, right, title and intereſt, reverſion, remainder and demand of the ſaid *V.* and *R.* and either of them, of, in and to the ſaid premiſes, or any part or parcel thereof, except one piece of a cellar, one buttery, one piece of a compting-houſe, and three little rooms over them, which are parcel of the poſſeſſions of the pariſh church of, *&c.* and now are occupied with the ſaid meſſuage, by virtue of a leaſe thereof had from the pariſh-church, dated, *&c.* To have and to hold the ſaid great meſſuage and garden, with the appurtenances, and all and ſingular other the premiſes, with their appurtenances, (except before excepted) to the ſaid *W. R.* his heirs and aſſigns for ever. To the only Uſe and Behoof of the ſaid *W. R.* and of his heirs and aſſigns for ever. And the ſaid *V.* for herſelf, *&c.* covenanteth, *&c.* that ſhe the ſaid *V.* is lawfully and ſolely ſeiſed of the ſaid great meſſuage and garden, with the appurtenances, of a good and lawful eſtate of freehold for the term of her life; and that the ſaid meſſuage and garden, with the appurtenances, are and from henceforth ſhall ſtand and continue clearly diſcharged and acquitted, or upon reaſonable requeſt and notice thereof given, ſufficiently ſaved harmleſs by the ſaid *V.* her executors or adminiſtrators, of and from all and ſingular former bargains, ſales, leaſes, grants, eſtates, title, charges or incumbrances whatſoever, had, made, cauſed or agreed unto by the ſaid *V.* or any other for her, by her means, conſent or procurement. And alſo, that for the better aſſurance of all and ſingular the premiſes, with their appurtenances, to be had and made ſure to the ſaid *W.* his heirs and aſſigns, for the only uſe of the ſaid *W.* and of his heirs and aſſigns, for ever, She the ſaid *V.* at the reaſonable requeſt and charges in the law of the ſaid *W.* his heirs, executors or aſſigns, ſhall join with the ſaid *R. B.* and any others in a fine to be levied in due form of law to the ſaid *W.* and his heirs, of all and ſingular the premiſes, according to the uſual manner of fines. Provided always, that the warranty to be made in the ſaid fine by the ſaid *V.* be ſolely of herſelf, and only againſt her, or againſt her and her heirs; And that, for the acknowledging of the concord thereof, ſhe ſhall not be compelled to travel any further than to the ſaid great meſſuage, without her free will and conſent. And the ſaid *R. B.* for himſelf, *&c.* covenanteth, *&c.* in form, *&c.* that he the ſaid *R.* now is lawfully and ſolely ſeiſed to the uſe of him and his heirs of the immediate reverſion or remainder of the ſaid great meſſuage and garden, with the appurtenances, from and after the deceaſe of the ſaid *V. And* he the ſaid *R. B.* and *S.* now his wife, and the ſaid *G. B.* the younger, and *M.* now his wife, at all times from time to time, during the ſpace of two years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and coſts and charges in the law only of the ſaid *W. R.* his heirs, executors or aſſigns, ſhall and will make, do, acknowledge and ſuffer, or cauſe, *&c.* all and every ſuch reaſonable act and acts, thing and things in the law, with warranty only againſt themſelves and their heirs, or otherwiſe without warranty, as by the ſaid *W.* his heirs or aſſigns, or his or their counſel learned in the laws of this realm, ſhall be lawfully deviſed or adviſed and required, for the better conveyance, aſſurance, and ſure-making of all and ſingular the premiſes, with their appurtenances, to be had and made ſure to the ſaid *W. R.* his heirs and aſſigns for ever, for the only uſe, *&c.* And alſo, that all the ſaid premiſes, and every part thereof, with their appurtenances, now are, and, at the making of the ſaid further aſſurance, ſhall be, and from henceforth ſhall continue, clearly and freely acquitted and diſcharged, or otherwiſe by the ſaid *R. B.* his heirs or executors, upon reaſonable requeſt, and notice thereof given, ſaved harmleſs at all times of and from all and ſingular former bargains, *&c.* had, made, done, cauſed or agreed unto, or to be had, *&c.* by the ſaid *R. B.* and *G. B.* the younger, or either of them, or by any other perſon or perſons, by the commandment, privity or procurement of the ſaid *R.* and *G.* the younger, or either of them. And further, the ſaid *R. B.* covenanteth, *&c.* that he the ſaid *W. R.* his heirs and aſſigns, ſhall or lawfully may from henceforth for ever well and quietly have, hold and enjoy to the only uſe and behoof of the ſaid *W.* his heirs and aſſigns, for ever, as well the ſaid meſſuage and garden, with the appurtenances, as all other the premiſes, with their appurtenances, (except only before excepted,) and from time to time have, take, receive and enjoy the rents, iſſues and profits thereof, for the only uſe and behoof of the ſaid *W. R.* his heirs and aſſigns, without any contradiction, impeachment, let or impediment of the ſaid *R.* and *G.* the younger, or of either of them, or of any other perſon or perſons, by the commandment, conſent, means, privity or procurement of either of them. And alſo the ſaid

Recital of their being ſeiſed, &c.

Conſideration.

Parcels.

Habendum.

Covenant that the mother is ſole ſeiſed for life;

and will join in a fine.

Proviſo.

Covenant that the ſon is ſeiſed, &c.

for further aſſurance, &c.

For quiet enjoyment,

that all bonds made concerning the premiſes, ſhall be to the uſe of the bargainee.

ſaid *R. B.* covenanteth, *&c.* that the entire benefit of all ſuch bonds as *R. H.* made to the ſaid *G. B.* deceaſed, and as *J. D.* Merchant, made to the ſaid *R. H.* for or touching the premiſes, or any part thereof, and all advantages, recompences and ſums of money to be gotten of or by the ſaid bonds, or any of them, ſhall be and continue to the only profit, intereſt and behoof of the ſaid *W. R.* his executors and aſſigns, without any let or contradiction of the ſaid *R. B.* and *G. B.* or either of them, or the executors or adminiſtrators of either of them.

Bargainor will avow all ſuits, &c.

**And alſo**, that the ſaid *R.* and *G.* and the ſurvivor of them, and the executors and adminiſtrators of the ſame ſurvivor, ſhall always hereafter juſtify and avow all and every ſuch ſuits, proceſſes, pleas and recoveries, as the ſaid *W. R.* his executors or aſſigns, at their own coſts and charges ſhall bring or purſue upon the ſaid bonds, or any of them, in the name or names of the ſaid *R.* and *G.* or either of them, or of the executors or adminiſtrators of either of them, againſt any perſon or perſons chargeable, or to be charged for the ſame.

and will do no act to diſcharge, &c.

**And laſtly**, that the ſaid *R.* and *G.* or either of them, or the executors or adminiſtrators of either of them, ſhall not at any time hereafter wittingly or willingly ſuffer to be done any act or acts, *&c.* without the ſpecial conſent of the ſaid *W. R.* his executors or adminiſtrators, which ſhall or may diſcharge, ſuſpend or determine the penalties or forfeitures of any of the ſaid bonds, or any execution to be had by reaſon of the ſame bonds, or any of them, or any ſuit or judgment to be had or given in any action to be brought, as aforeſaid, upon the ſaid bonds, or any of them. **In Witneſs**, &c.

*(Wood.)*

*Bargain, Sale and Confirmation of Manors, Lands, Woods, Quit-Rent (which were mortgaged in Fee) to the Mortgagee; the Mortgage Money being Part of the Conſideration and other Money paid in Hand.*

Parties.

**THIS Indenture**, made the 6th day of June, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *Baſil Bourne* of Cadwell in the county of Dorſet, Eſquire, only ſon and heir of *Edward Bourne*, Eſquire, deceaſed, who was only ſon and heir of *Francis Bourne*, Eſquire, alſo deceaſed, of the one part, and *Charles Crew* of London, Eſquire, of the other part.

Recital of money due upon a mortgage in fee,

**Whereas** there is now due and owing to the ſaid *Charles Crew* by and from the ſaid *Baſil Bourne*, upon a mortgage in fee to him the ſaid *Charles Crew* lately made (among other manors, lands and hereditaments) of the manor or manors, advowſon, meſſuages, farms, lands, tenements and hereditaments herein after granted, bargained and ſold, the ſum of ten thouſand pounds of lawful money of Great Britain, which the ſaid *Baſil Bourne* doth hereby own and acknowledge.

and that the mortgagee has agreed for the abſolute purchaſe, the mortgage-money to be part.

**And whereas** the ſaid *Charles Crew* hath contracted and agreed with the ſaid *Baſil Bourne* for the abſolute purchaſe of the ſaid manor or manors, advowſon, meſſuages, farms, lands, tenements and hereditaments herein after granted, bargained and ſold, with their appurtenances, for the ſum or price of twenty thouſand pounds of lawful money of Great Britain (in which the ſaid ſum of ten thouſand pounds due and owing on the ſaid mortgage is to be included and comprized); **Now this Indenture witneſſeth**, that in purſuance and performance of the ſaid recited agreement, and for and in conſideration of the ſaid ſum of ten thouſand pounds ſo due and owing to the ſaid *Charles Crew* by and from the ſaid *Baſil Bourne* on the ſaid mortgage as aforeſaid, and in diſcharge and ſatisfaction of and for the ſame ten thouſand pounds, and for and in conſideration of the further ſum of ten thouſand pounds of like money to the ſaid *Baſil Bourne* in hand well and truly paid by the ſaid *Charles Crew* at or before the execution of theſe preſents, the receipt and payment of which ſaid ſum of ten thouſand pounds accordingly, he the ſaid *Baſil Bourne* doth hereby acknowledge, and thereof, and of every part thereof doth acquit, releaſe and diſcharge the ſaid *Charles Crew*, his heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents (which ſaid ſum of ten thouſand pounds and ten thouſand pounds make together the ſaid ſum of twenty thouſand pounds purchaſe-money,)

The conſideration.

The mortgage money diſcharged, and other money paid.

The grant, bargain, &c.

**And** for other good cauſes and conſiderations, **He** the ſaid *Baſil Bourne* **hath** granted, bargained, ſold and confirmed, and by theſe preſents **Doth** grant, bargain, ſell and confirm unto the ſaid *Charles Crew*, his heirs and aſſigns, **All that** and thoſe the manor and manors of Cadwell, now or late or heretofore called or known by the name or names of Gettens and Harnes manor or manors, or by whatſoever other name or names the ſame, or any of them are or have been called, known or diſtinguiſhed, with their and every of their rights, royalties, privileges, members and appurtenances in the ſaid county of Dorſet;

The parcels.

General words.

**And alſo** all that the advowſon, donation and right of patronage and preſentation of, in and to the rectory and church of Cadwell in the ſame county; **And all that** capital meſſuage or tenement, and farm called Jug Farm, **With all** houſes, buildings, lands, tenements, meadows, paſtures, commons, coppices, woods, wood grounds and hereditaments whatſoever to the ſame meſſuage and farm, or either of them belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in Cadwell and Jug in the ſame county, or one of them, and now or late in the tenure, poſſeſſion or occupation of *Kenrick Kirby*, his aſſigns, leſſees or under-tenants, and all thoſe meſſuages or tenements, with the arable lands, meadows, paſtures, commons, coppices, woods, wood grounds and hereditaments thereto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in Cadwell aforeſaid, and now or late in the tenure, poſſeſſion or occupation of *Lewis Lane*, his aſſigns, leſſees or under-tenants, by virtue of, or under a leaſe thereof heretofore made to one *Mark Lane* deceaſed, for the term of ninety-nine years, from the 10th day of October, which was in the year of our Lord 1745, at and under the yearly rent of nineteen pounds; **And alſo** all thoſe ſeveral meſſuages or tenements, with all buildings, gardens, orchards, cloſes, lands, meadows, paſtures, commons, coppices, woods, wood grounds and hereditaments thereto ſeverally belonging or appertaining, or therewith ſeverally uſed or enjoyed, with their appurtenances, ſituate, lying or being in Cadwell, Nuttar, Jug and Ort, or ſome of them, in the ſaid county of Dorſet, and now or late in the ſeveral tenures, poſſeſſions or occupations of *Kenrick Kirby*, *Ralph Roll*, *Sarah Strut* and *Tabitha Strut*, or their ſeveral reſpective aſſigns, leſſees or under-tenants, or of ſome other perſon or perſons as tenant or tenants to the ſaid *Baſil Bourne*, **And alſo** all thoſe ſeveral coppices, woods and wood grounds of him the ſaid *Baſil Bourne*, lying or being in the ſaid ſeveral places laſt named, or ſome of them, **And all** timber trees and other trees, woods and underwoods ſtanding, growing or being, or to ſtand, grow, or be in or upon the ſame coppices, woods and underwoods,

Other parcels.

Woods.

Timber-trees.

underwoods, every or any of them, and all that yearly quit-rent of ten ſhillings paid and payable and for ever hereafter to be paid and payable by *Vincent Veal*, his heirs and aſſigns, forth and out of divers freehold lands and hereditaments by him held of the aforeſaid manor or manors; **And alſo** all meſſuages, cottages, buildings, lands, tenements, meadows, paſtures, commons, feedings, coppices, woods, underwoods, waſtes, waſte grounds, courts, perquiſites and profits of courts, rents, reverſions, ſervices, fines, heriots, view of frank pledge, and all that to view of frank pledge doth belong or appertain, free warren, hawkings, huntings, fiſhings, fowlings, and all other rights, royalties, privileges, profits, commodities, advantage, emoluments, hereditaments and appurtenances whatſoever, to the ſaid manor or manors, meſſuages, farms, lands, tenements, advowſon, hereditaments and premiſes hereby, or mentioned to be hereby granted, bargained and ſold, or any of them, or any part or parcel thereof belonging or appertaining, or with them, or any of them, now or at any time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or any of them; **And alſo** all other the manors, meſſuages, lands, tenements and hereditaments whatſoever, of him the ſaid *Baſil Bourne*, or whereof or wherein he or any other perſon or perſons in truſt for him is or are ſeiſed of, or intitled unto any eſtate of freehold or inheritance, or other eſtate in poſſeſſion, reverſion, remainder or expectancy, ſituate, lying or being in Cadwell, Nuttar, Jug or Ort aforeſaid, every or any of them, with their and every of their rights, privileges and appurtenances, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, **And alſo** all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Baſil Bourne*, of, in, to or out of the ſaid manor or manors, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſes hereby, or mentioned or intended to be hereby granted, bargained and ſold, or any of them, or any part or parcel thereof; **To have and to hold** the ſaid manor or manors, advowſon, meſſuages, farms, lands, tenements, coppices, woods, wood grounds, hereditaments, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby granted, bargained and ſold, with their and every of their appurtenances, unto the ſaid *Charles Crew*, his heirs and aſſigns, **To and for the only proper Uſe and Behoof** of him the ſaid *Charles Crew*, and of his heirs and aſſigns for ever; and to and for no other uſe, intent or purpoſe whatſoever. **In Witneſs**, &c.

General words.

Habendum, in fee.

*(Horſeman.)*

*Bargain and Sale to be inrolled, declaring the Uſes of a * Fine levied of an Advowſon*, &c.

**THIS Indenture** made, *&c.* between the Right Honourable the Lord *D. H.* of, *&c.* and the Right Honourable the Lady *A. H.* his wife, daughter of the moſt Noble *R.* late Duke of, *&c.* deceaſed, of the one part, and *R. B.* of the city of *W.* Eſquire, and Recorder thereof, of the other part, **Witneſſeth**, That

* C A S E.

*A. B.* being ſeiſed in fee of the perpetual advowſon of H. on his marriage with *J. R.* conveyed ſame to two truſtees and their heirs, upon the following truſts, *viz.*

To the uſe of ſaid *A. B.* for life, remainder to the truſtees during his life, to ſupport contingent remainders; then to ſaid *J. R.* for life, and after both their deaths, to the uſe of the iſſue of that marriage; in default to *J. R.*'s iſſue by another huſband, and the reverſion and remainder to ſaid *A. B.* &c.

Not having iſſue, they levied a fine of ſaid advowſon only to defeat the aforeſaid uſes to the iſſue of the wife, by another huſband, but not to alter the reverſion in fee to *A. B.* and it does not appear that any declaration was made at that time.

Soon after the fine was levied, *A. B.* made his will, and deviſed ſaid advowſon to his wife, her heirs and aſſigns for ever.

About two years after a deed was executed by *A. B.* and wife, and the conuſee of the fine, reciting that the ſame was levied for barring all contingent eſtates at any time limited of the premiſes, and then declaring that the ſaid fine was intended to be and enure, and to have enured to the uſe of ſaid *A. B.* his heirs and aſſigns.

*A. B.* died without altering or revoking his will, and from the time of his deceaſe, his ſaid wife, and all thoſe claiming under her, have continued ſeiſed of ſaid advowſon, and have more than once preſented to the living.

Mr. *H.* who purchaſed ſaid advowſon by proper aſſurances under the wife's title, hath lately been informed of a pretence ſet up by the heir at law of *A. B.* ſuggeſting that the deed declaring the uſe of the fine being made ſubſequent to the will, amounted to a revocation thereof, although that very deed expreſsly declares that the fine had already enured to uſe of *A. B.* in fee, which was no new uſe nor alteration of the fee that was in him before the fine, or that afterwards reſulted.

*Q.* Whether the deed declaring the uſes of the fine was a revocation of the will?

*Anſ. A.* and *B.* tenants in common of lands in fee, *A.* by his will deviſes his moiety in fee, after making the will, *A.* and *B.* made partition by deed and fine, declaring the uſe.

As to one moiety in ſeveralty to *A.* in fee.

As to the other in ſeveralty to *B.* in fee.

In this caſe the Judges of B. R. certified to the Lord Chancellor that they were all of opinion that the will of *A.* was not revoked by the deed and fine levied in purſuance thereof, and that the ſaid *A.*'s purparty of the lands contained in the deed and fine, did paſs by the will of ſaid *A.* and the Chancellor decreed accordingly, and ordered that the truſts in the will ſhould be eſtabliſhed.——*Luther* againſt *Hidley* or *Kidby*. *9th April*, 1730.

Here the fine as well as the deed were both after the will, which is a ſtronger caſe.

I think the above caſe is full to the purpoſe, and cannot ſay that *Beckwith*'s caſe is a caſe in point; though in that it was held that no alteration was made of the old uſe.

And

Conſideration. That for and in conſideration of the ſum of, *&c.* of lawful money of Great Britain to the ſaid *D. H.* in hand paid by the ſaid *R. B.* at or before the ſealing and delivery of theſe preſents, being the ſame conſideration mentioned in a certain indenture of releaſe, bearing equal date herewith, and made between the ſame parties as are parties to theſe preſents, and being the full conſideration-money for the abſolute purchaſe **As well** of the rectory, advowſon, glebe lands, tithes, farms, lands and hereditaments herein after by theſe preſents mentioned to be bargained and ſold, as of certain copyhold lands in the ſaid indenture of releaſe covenanted to be ſurrendered; (the receipt and payment of which ſaid ſum of, *&c.* the ſaid *D. H.* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, releaſe, and for ever diſcharge the ſaid *R. B.* his heirs, executors and adminiſtrators by theſe preſents;) **And** for divers other good cauſes and conſiderations him the ſaid *D. H.* hereunto eſpecially moving, **He** the ſaid *D. H.* **hath** bargained and ſold, and by theſe preſents **Doth** fully, clearly and abſolutely bargain and ſell unto the ſaid *R. B.* his heirs and aſſigns, **All that,** &c. **To have and to hold** the rectory, advowſon, glebe lands, tithes, farms, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby bargained and ſold, or intended ſo to be, with their appurtenances unto the ſaid *R. B.* his heirs and aſſigns, **To the only Uſe and Behoof** of the ſaid *R. B.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever, or otherwiſe howſoever; **And it is hereby declared and agreed** by and between the ſaid parties to the preſents, That one fine *ſur cognizance de droit come ceo, &c.* in the ſaid indenture of releaſe, recited to have been levied of the ſaid rectory, advowſon, glebe lands, tenements, farms, lands, hereditaments and premiſes, by the ſaid *D. H.* and the ſaid Lady *A.* his wife, to the ſaid *R. B.* and his heirs, and all and every other fine or fines, conveyances and aſſurances whatſoever, heretofore had, made, levied, ſuffered and executed, or hereafter to be had, made, levied, ſuffered and executed of the ſaid premiſes, by or between the ſaid parties to theſe preſents, or any of them alone or together, with any other perſon or perſons, ſhall be and enure **To the only proper Uſe and Behoof** of the ſaid *R. B.* his heirs and aſſigns for ever; and to and for no other uſe, intent or purpoſe whatſoever, or otherwiſe howſoever. **In Witneſs,** &c.

Bargain and ſale. Premiſes. Habendum. Uſe. Fine levied. Uſe.

*(Pigott.)*

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And if it were admitted in *A. B.*'s caſe that the uſes which were not contingent, reſulted; yet I do not conceive that it made any alteration of the old reverſion in fee, or that *A. B.* took a new fee, of which the courſe of deſcent would have been altered.

*W. RIVETT.*

Mr. *Wilbraham*'s Opinion upon the Whole.

The firſt queſtion that occurs in this caſe, is, Whether the uſes of the fine reſulted to the wife for life, remainder to the huſband in fee before the declaration of the uſes? and I incline to think that they did, and think that it is ſupported by the authority of Lord *Coke* in *Beckwith*'s caſe, Co. 58: and if this be ſo, then as the will was made after the fine levied, but before the declaration of uſes, the declaration of uſes having limited the eſtate, both by *A. B.* and his wife, to ſaid *A. B.* in fee, has varied the intereſt of the teſtator by his own act ſubſequent to the making of the will; by means whereof his eſtate given by the will becomes an eſtate in poſſeſſion, which would otherwiſe be an eſtate in reverſion. The old uſe is not altered as to the reverſion; and though the wife is the object of the gift, yet this will not, I think, vary the caſe; and as the teſtator has thought fit to experience this power of declaring the uſes of the eſtate ſubſequent to the making his will, and as a little matter has been thought ſufficient to revoke a will, I incline to think that this act may amount to a revocation, but am far from thinking it a clear caſe: for I think that the doctrine of revocations has been carried too far; but I think it ſuch a caſe, as I cannot adviſe any one to purchaſe under the title derived from the wife by this deviſe.

*R. WILBRAHAM.*
*26th of February*, 1753.

Mr. *Filmore*'s Opinion.

I apprehend when a fine is levied and no uſes declared, or a void declaration, as in *Beckwith*'s caſe, 2 Report, That in both caſes the uſes reſult, and the conuſors have the ſame eſtate in the uſe as they had before; the fine levied after the will was a revocation of the deviſe in the will, and unleſs it was afterwards re-publiſhed I do not think it ſafe to purchaſe unleſs the heir at law joins.

*B. FILMORE.*

The Attorney General *Ryder*'s Opinion.

I think the declaration of the uſes of the fine, though two years after the will, was no revocation of the uſe to the wife, it declaring no uſe to the teſtator but what reſulted before on the fine, without any declaration; and referring to the fine previous to the will, as intended originally for the ſame uſe, and not ſhewing any intent to vary it, I think therefore that the purchaſer under the wife, as the caſe is ſtated, has a good right to preſent.

*D. RYDER.*
*6th of March*, 1753.

*A Bargain*

*A Bargain and Sale of Manors and Premiſes, in three ſeveral Counties, to make a Tenant to the* Præcipe *for ſuffering three Recoveries, to rectify a Miſtake in three former Recoveries, in which the Bargainer (the Vouchee) was miſnamed, Part of his Name being omitted; to enure as to Part, to corroborate a Mortgage Term in Favour of the Mortgagee, who is a Party; and then as to that Part, and immediately as to the Reſidue, to the Uſe of the Recoverer and his Heirs.*

THIS Indenture Quadrupartite, made the 16th day of March, in the nineteenth year, &c. and in the year of our Lord 1779, Between *Arthur Ambroſe Adams*, of Bedwell in the county of Bedford, Eſquire, ſon and heir of *Chriſtopher Adams*, late of the ſame place, Eſquire, deceaſed, by *Dorothy Adams*, late his wife, and now his widow and relict, of the firſt part, *Edward Exell*, of Cheapſide, London, Gentleman, of the ſecond part, *Francis Fuller* of London, Eſquire, and *George Gunn* of the Temple, London, Gentleman, of the third part, and *Hector Hall* of London, Merchant, of the fourth part. Whereas by indenture quadrupartite duly inrolled in Chancery, dated the 13th day of March, which was in the year of our Lord 1778, and made, or mentioned to be made between the ſaid *Arthur Ambroſe Adams* by the name of *Arthur Adams*, of the firſt part, the ſaid *Francis Fuller* and *George Gunn*, of the ſecond part, *John Judd*, Gentleman, of the third part, and the ſaid *Hector Hall* of the fourth part, and three ſeveral common recoveries ſuffered in purſuance of the ſame indenture in Eaſter Term now laſt paſt (in all which recoveries the ſaid *Arthur Ambroſe Adams* was vouched by the name of *Arthur Adams*) all or moſt part of the manors, rectory, advowſons, meſſuages, lands, tenements, tithes and hereditaments herein after granted, bargained and ſold, or mentioned ſo to be, were limited or intended to have been limited to the uſe of the ſaid *Hector Hall*, his executors, adminiſtrators and aſſigns, from the day next before the day of the date of the ſame indenture for the term of five hundred years, without impeachment of waſte by way of mortgage, ſubject to proviſo for redemption contained in an indenture of defeaſance bearing even date with the ſaid indenture quadrupartite, and made, or mentioned to be made, between the ſaid *Hector Hall* of the one part, and the ſaid *Arthur Ambroſe Adams*, by the name of *Arthur Adams* of the other part, and from and after the determination of the ſaid term, and ſubject thereunto, to the uſe of the ſaid *Arthur Ambroſe Adams*, by the ſaid name of *Arthur Adams*, his heirs and aſſigns for ever. And whereas there is now due and owing to the ſaid *Hector Hall* by and from the ſaid *Arthur Ambroſe Adams* upon the aforeſaid mortgage the full ſum of two thouſand pounds principal money, with legal intereſt incurred due for the ſame from the 27th day of Auguſt now laſt paſt; as by the ſaid indenture quadrupartite and indenture of defeaſance, and one ſubſequent indenture of mortgage dated the ſaid 27th day of Auguſt now laſt paſt, and made or mentioned to be made between the ſaid *Arthur Ambroſe Adams*, by the name of *Arthur Adams*, of the one part, and the ſaid *Hector Hall* of the other part, relation being thereunto reſpectively had, may appear, and as the ſaid *Arthur Ambroſe Adame* doth hereby own and acknowledge. Now this Indenture witneſſeth, That in purſuance of the covenants for further aſſurance in the ſaid indenture of defeaſance and ſubſequent indenture of mortgage contained; and for ſupplying the defect of this miſnomer of the ſaid *Arthur Ambroſe Adams* in the aforeſaid ſeveral indentures and recoveries, and for further and better ſecuring to the ſaid *Hector Hall* the payment of the ſaid two thouſand pounds principal money, and the intereſt due and to grow due for the ſame; And for docking and barring all eſtates-tail, and all reverſions and remainders thereupon, expectant or depending of and in ſaid manors, rectory, advowſons, meſſuages, lands, tenements, tithes and hereditaments herein after granted, bargained, ſold, or mentioned ſo to be; and for limiting and aſſuring the ſame unto the uſes, and in manner herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; And for corroborating the aforeſaid term of five hundred years, ſubject to redemption, on payment to the ſaid *Hector Hall* of the ſaid two thouſand pounds principal money, and the intereſt due and to grow due for the ſame; and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to the ſaid *Arthur Ambroſe Adams* in hand paid by the ſaid *Francis Fuller* and *George Gunn* at or before the execution and delivery of theſe preſents, the receipt whereof is hereby acknowledged, He the ſaid *Arthur Ambroſe Adams* hath granted, bargained and ſold, and by theſe preſents Doth grant, bargain and ſell unto the ſaid *Francis Fuller* and *George Gunn*, their heirs and aſſigns, All thoſe the manors or lordſhips of Bedwell and Bedhill, with their reſpective rights, royalties, members and appurtenances in the ſaid county of Bedford; and alſo all thoſe the manors or lordſhips of Kone and Lyll, with their rights, royalties, members and appurtenances in the county of Middleſex; And all that the advowſon, donation, right of patronage and preſentation of, in and to the church of Kone in the ſame county; And all that the manor or lordſhip of Nunt, with the rights, royalties, members and appurtenances thereof, in the county of Oxon; And all that the rectory or parſonage impropriate of Nunt in the ſame county; And all glebe lands, tenths, tithes and hereditaments to the ſame rectory or parſonage belonging or appertaining, or therewith uſed or enjoyed, or reputed as part or parcel thereof; And all that the advowſon, donation, right of patronage and preſentation of. in and to the vicarage of the church of Nunt aforeſaid; And all thoſe the manors or lordſhips of Pendron, Quintin and Roos, with their reſpective rights, royalties, members and appurtenances, in the ſaid county of Oxford; And alſo all and every the capital meſſuages or manor-houſes, meſſuages, cottages, buildings, demeſne lands, lands, tenements, meadows, paſtures, commons, common of paſture, feedings, woods, underwoods, wood grounds, waſte, waſte grounds, fiſhings, free warrens, views of frank pledge, courts, courts leet, courts baron, rents, reverſions, ſervices, rights, royalties, juriſdictions, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatſoever to the ſaid manors or lordſhips, rectory, advowſons, hereditaments and premiſes, or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or any of them; All which ſaid meſſuages, lands, tenements, meadows, paſtures, tithes, hereditaments and premiſes are ſituate, lying, being, ariſing, happening or renewing in or within the ſeveral pariſhes, towns, fields, precincts or territories of Bedwell, Bedhill, Kone, Lyll, Nunt, Pendron, Quintin and Roos, ſome or one of them in the ſaid ſeveral counties of Bedford, Middleſex and Oxon, or ſome of them; And alſo all other the manors, meſſuages, lands, tenements, tithes and hereditaments whatſoever of him the ſaid *Arthur Ambroſe Adams*, or whereof or wherein he, or any perſon or perſons in truſt for him, is or are ſeiſed of any eſtate of freehold or inheritance in poſſeſſion, ſituate, lying, being, ariſing, happening or renewing in or within the ſaid ſeveral pariſhes, towns or places laſt named, every or any of them, with their and every of their appurtenances, (other than and except the rectory of Roos, with the tithes and hereditaments thereunto belonging, or therewith uſed or reputed as part thereof,)

Parties.

A former deed of bargain and ſale, and three common recoveries recited, in which the then and now bargainer (by a miſnomer) limited manors, &c. to the now fourth party, for a long term, by way of mortgagee.

Recital of what is now due on the mortgagee;

in purſuance of the covenant for further aſſurance, and to ſupply the miſnomer, &c. and to dock intails,

and to corroborate the mortgage-term.

The bargainer grants, &c.

The parcels.

Advowſon.

General words.

Other general words.

Other general words.

And the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof (except before excepted;) And alſo all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *Arthur Ambroſe Adams*, of, in, to or out of the ſaid manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes hereby, or mentioned to be hereby granted, bargained and ſold, or any of them, or any part or parcel thereof, (except before excepted;)

Habendum to the bargainee, &c.

To have and to hold the ſaid manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments, And all and ſingular other the premiſes hereby, or mentioned to be hereby granted, bargained and ſold, with their and every of their appurtenances (except before excepted) unto the ſaid *Francis Fuller* and *George Gunn*, their heirs and aſſigns,

to make them tenants of the freehold, that recoveries may be ſuffered.

To the Uſe and Behoof of them the ſaid *Francis Fuller* and *George Gunn*, and of their heirs and aſſigns, To the Intent and Purpoſe that they the ſaid *Francis Fuller* and *George Gunn* may be perfect tenants of the freehold of the ſaid hereby, or mentioned to be hereby granted, bargained and ſold, manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſſes, To the End that three ſeveral common recoveries may be thereof had and ſuffered, in ſuch manner as is herein after for that purpoſe mentioned; For which Purpoſe it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Edward Exell* before the end of Hilary term next enſuing the date of theſe preſents, or any ſubſequent term to ſue forth and proſecute out of his

The manner agreed on.

Majeſty's High Court of Chancery three ſeveral writs of entry *ſur diſſeizin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, thereby demanding by apt and convenient names, quantities, qualities, number of acres, and other deſcriptions to aſcertain the ſame, the ſaid hereby, or mentioned to be hereby granted, bargained and ſold manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes, with their appurtenances, againſt the ſaid *Francis Fuller* and *George Gunn*, or the ſurvivor of them; To which ſaid writs of entry they the ſaid *Francis Fuller* and *George Gunn*, or the ſurvivor of them, ſhall appear *gratis* in their or his proper perſon or and ſhall vouch to warranty the ſaid *Arthur Ambroſe Adams*; who ſhall alſo appear *gratis* in his proper perſon, and enter into the warranty, and vouch over to warranty the common vouchee of the ſame Court; who ſhall alſo appear, and after imparlance make default, ſo as ſeveral judgments ſhall and may be thereupon had and given for the ſaid *Edward Exell*, to recover the ſame manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes againſt the ſaid *Francis Fuller* and *George Gunn*, or the ſurvivor of them; and for them, or the ſurvivor of them, to recover in value againſt the ſaid *Arthur Ambroſe Adams*; and for him the ſaid *Arthur Ambroſe Adams* to recover in value againſt the ſaid common vouchee; and that execution ſhall and may be thereupon had and awarded accordingly, and all and every other act and thing done and executed needful and requiſite for the ſuffering and perfecting ſuch common recoveries, with vouchers as aforeſaid.

The uſes declared,

And it is declared and agreed by and between all the ſaid parties to theſe preſents, that from and after the ſuffering and perfecting of the ſaid ſeveral common recoveries, ſo as aforeſaid, or in any other manner, or at any other time or times to be ſuffered, as well the ſame recoveries, and theſe preſents, and all and every other common recovery and recoveries, fines, conveyances and aſſurances in the law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid hereby, or mentioned to be hereby granted, bargained and ſold manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes, or any of them, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them are or ſhall be parties or privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid parties to theſe preſents to be and enure; and the recoverer and recoverers in the ſaid recoveries named or to be named, and his and their heirs ſhall ſtand and be ſeiſed of the ſame manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes, and of every of them, and of every part and parcel thereof, to the uſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; (*that is to ſay,*)

viz. as to the lands in mortgage, to the uſe of the mortgagee during the term, ſubject to redemption;

As, to, for and concerning all the aforeſaid manors, rectory and advowſon, and ſuch of the ſaid meſſuages, lands, tenements, tithes, hereditaments and premiſes hereby, or mentioned to be hereby granted, bargained and ſold, as were compriſed, or were intended to have been compriſed in the aforeſaid term of five hundred years, with their appurtenances, To the Uſe and Behoof of the ſaid *Hector Hall*, his executors, adminiſtrators and aſſigns, for all the reſt and reſidue yet to come and unexpired of the ſaid term of five hundred years, without impeachment of, or for any manner of waſte, for corroborating, ſtrengthening, and confirming the ſame term, ſubject nevertheleſs to ſuch equity of redemption as the ſame premiſes, and the ſaid term of five hundred years therein are and were ſubject unto by virtue of the ſame indenture of the 27th day of Auguſt now laſt paſt, on payment by the ſaid *Arthur Ambroſe Adams*, his heirs, executors, adminiſtrators and aſſigns, unto the ſaid *Hector Hall*, his executors, adminiſtrators or aſſigns, of the

as to the other lands,

ſaid ſum of two thouſand pounds, principal money, with legal intereſt for the ſame, at the time and place, and in manner in the ſame indenture for that purpoſe limited and appointed; And as, to, for and concerning all the reſt and reſidue of the ſaid hereby, or mentioned to be hereby granted, bargained and ſold meſſuages, lands, tenements, tithes, hereditaments and premiſes not compriſed, or intended to have been compriſed in the ſaid term of five hundred years, and from and after the end, expiration, or other determination of the ſaid term of five hundred years, and ſubject thereunto, As, to, for and concerning the ſaid manors, rectory, advowſons, meſſuages, lands, tenements, tithes, hereditaments and premiſes compriſed in the ſame term, To the Uſe and Behoof of the ſaid *Arthur Ambroſe Adams*, and to his heirs and aſſigns for ever; And to and for no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

(and after the term ended, as to thoſe in mortgage)

*(Newnam.)*

*A Bargain*

*A Bargain and Sale of a Bankrupt's perſonal Eſtate from the Commiſſioners to the Aſſignee.*

THIS Indenture made, &c. Between *T. B. R. M.* Eſq. and *G. J.* Gent. of the one part, and *R. H.* of, &c. and *J. M.* of, &c. of the other part. Whereas the King's Majeſty's Commiſſion, under the Great Seal of Great Britain, grounded upon the ſeveral ſtatutes made concerning bankrupts, bearing date at Weſtminſter the ——— day of ——— laſt, hath been awarded againſt *T. R.* of, &c. directed unto the ſaid *T. B. R. M.* and *G. J.* and alſo *J. M.* Eſq. and *R. W.* Gent. thereby giving full power and authority unto them the ſaid commiſſioners, four or three of them, to execute the ſame, as by the ſaid commiſſion, relation being thereunto had, may more fully appear: And whereas the ſaid *T. B. R. M.* and *G. J.* being the major part of the commiſſioners in the ſaid commiſſion named, having began to put the ſaid commiſſion in execution, upon examination of witneſſes, and other good proof upon oath before them had and taken, have found that the ſaid *T. R.* for ſome time paſt before the date and ſuing forth of the ſaid commiſſion, uſed and followed the trade of a ———, and kept a houſe in, &c. and alſo during the time of his trading did buy and ſell great quantities of, &c. as a ——— and endeavouring to get his living thereby; and did, during the time of his ſaid trading and dealing as aforeſaid, become juſtly and truly indebted to the ſaid *R. H.* in the ſum of five hundred pounds and upwards; and to the other his creditors in ſeveral ſums of money; and being indebted as aforeſaid, did, in the judgment of the major part of the ſaid commiſſioners, become a bankrupt to all intents and purpoſes, within the compaſs and true meaning of the ſeveral ſtatutes made concerning bankrupts, or within ſome or one of them, before the date and ſuing forth of the ſaid recited commiſſion. And whereas the ſaid commiſſioners, parties to theſe preſents, being the major part of the commiſſioners in the ſaid recited commiſſion named, in further execution of the ſame, and upon like due examination of witneſſes, have found, or otherwiſe it appeareth unto them, that the ſaid *T. R.* at the time he became a bankrupt as aforeſaid, had and was poſſeſſed of divers wares, houſhold and other goods of ſeveral kinds, and divers quantities of, &c. and alſo of pewter, braſs, and other utenſils, chattels, eſtate and effects in and about his ſaid houſe and ſhop, and other places: And alſo it appeareth to the ſaid commiſſioners, parties to theſe preſents, that there are ſeveral debts, ſum and ſums of money due and owing, and belonging to the ſaid *T. R.* by and from ſeveral perſons: Now this Indenture witneſſeth, that the ſaid commiſſioners, parties to theſe preſents, by force and virtue of the ſaid commiſſion, and the ſtatutes therein mentioned, and for and in conſideration of the covenants and agreements herein after in theſe preſents, on behalf of the ſaid *R. H.* and *J. M.* (aſſignees of the ſaid bankrupt's eſtate and effects, duly choſen by the major part of the creditors preſent, at a meeting purſuant to a notice in the London Gazette for that purpoſe) to be done and performed, have ordered, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, as much as in them lieth, and they lawfully may, order, bargain, ſell, aſſign and ſet over to the ſaid *R. H.* and *J. M.* All and ſingular the ſaid houſhold goods, and other goods, chattels, effects, debt and debts, ſum and ſums of money, and other things, eſtate and premiſes of and belonging to him the ſaid *T. R.* and every part thereof, and all other the perſonal eſtate, debts, goods and effects of him the ſaid *T. R.* whatſoever and whereſoever; To have and to hold the ſaid houſhold goods, and all and ſingular other the goods, chattels, debts, effects and perſonal eſtate whatſoever of him the ſaid *T. R.* unto the ſaid *R. H.* and *J. M.* their executors and adminiſtrators for ever; In Truſt, nevertheleſs, to and for the uſe and uſes herein after mentioned and expreſſed (that is to ſay) In Truſt to and for the uſe and behoof and benefit, as well of them the ſaid *R. H.* and *J. M.* as all other the creditors of the ſaid *T. R.* who have already, or ſhall hereafter, in due time, come in and ſeek relief by virtue of the ſaid recited commiſſion, according to the direction and limitation of the ſeveral ſtatutes whereupon the ſame is grounded, and to no other uſe, intent or purpoſe whatſoever. And the ſaid *R. H.* and *J. M.* for themſelves, their executors and adminiſtrators, do hereby covenant, promiſe and agree, to and with the ſaid *T. B. R. M.* and *G. J.* the ſaid commiſſioners, parties to theſe preſents, that the ſaid *R. H.* and *J. M.* ſhall and will from time to time, and at all times hereafter, with all convenient ſpeed, and by all lawful ways and means they may or can, endeavour to ſue for, recover and get in the eſtate, debts, effects and premiſes hereby bargained, ſold, aſſigned and ſet over, or mentioned, or intended to be; And alſo ſhall, with like convenient ſpeed, ſell and diſpoſe of the eſtate and effects, when ſo gotten in, to and for the beſt profits and advantages they can raiſe, make or advance by ſale, or other diſpoſition thereof: And alſo that they the ſaid *R. H.* and *J. M.* their executors and adminiſtrators, ſhall and will give and render to the ſaid *T. B. R. M.* and *G. J.* commiſſioners, parties to theſe preſents, or to the major part of the commiſſioners, by the ſaid commiſſion authoriſed, upon reaſonable requeſt to the ſaid *R. H.* and *J. M.* their executors and adminiſtrators, a juſt, true and perfect account of all and every part of the ſaid eſtate, effects, debts, ſum and ſums of money, and other the premiſes hereby bargained, ſold, aſſigned and ſet over unto the ſaid *R. H.* and *J. M.* which he or they ſhall get in, recover, or receive, by virtue of theſe preſents; and ſuch debts, ſum or ſums of money, or other ſatisfaction, as ſhall be had, made, raiſed, received and gotten in by them, or any of them, by virtue of this deed of aſſignment: And further, that they the ſaid *R. H.* or *J. M.* their executors and adminiſtrators, ſhall and will pay, ſatisfy and deliver over to the ſaid *T. B. R. M.* and *G. J.* commiſſioners, parties to theſe preſents, or to the major part of the commiſſioners in the ſaid commiſſion authoriſed, to be ordered, diſpoſed of, or diſtributed, as they ſhall order and direct, in ſome convenient time, from and after they the ſaid *R. H.* and *J. M.* their executors, adminiſtrators and aſſigns, ſhall have had and received the ſame, or any part thereof, To the End the ſaid commiſſioners, parties to theſe preſents, may in due time order, diſtribute, divide and diſpoſe thereof, for and towards payment and ſatisfaction of the ſaid juſt debts, due and owing by the ſaid *T. R.* to ſuch his creditors who have already ſought, or ſhall hereafter in due time come in and ſeek relief by virtue of the ſaid commiſſion. And moreover, that they the ſaid *R. H.* and *J. M.* their executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will, from time to time, and at all times hereafter ſave, defend, keep harmleſs and indemnified the ſaid commiſſioners, parties to theſe preſents, and every of them, their and every of their heirs, executors and adminiſtrators, of, from and againſt all and all manner of actions, ſuits, troubles, damages, loſſes, coſts, charges and expences whatſoever, which may happen or come to, or be brought or proſecuted againſt them, or any or either of them, or againſt the lands, tenements, goods and chattels of them, or any

Bargain and ſale.

Habendum.

Truſts.

Covenants.

any or either of them, and which they, or any or either of them may ſuffer, ſuſtain, or be put unto, for or by reaſon of this preſent deed or aſſignment, or their or any of their lawful intermeddling and dealings in any of the eſtate of the ſaid *T. R.* or their or any of their proceedings in the legal execution of the above recited commiſſion, or by force, virtue or colour thereof. **In Witneſs**, &c.

*A Bargain and Sale of a Bankrupt's * real Eſtate, from the Commiſſioners to the Aſſignees.*

**THIS Indenture Tripartite**, made, *&c.* **Between** *R. M. G. J.* Eſquire, and *R. W.* Gentleman, of the firſt part, *T. R.* late of, *&c.* (the bankrupt) of the ſecond part, and *R. H.* of, *&c.* and of *J. M.* of, *&c.* of the third part. **Whereas** the King's Majeſty's commiſſion under the Great Seal of Great Britain, &c. *(Reciting the iſſuing of the commiſſion, the commiſſioners putting the ſame in execution, and finding* T. R. *a bankrupt thereon, the ſame as in the aſſignment of the perſonal eſtate.)* **And whereas** the ſaid commiſſioners, parties to theſe preſents, being the major part of the commiſſioners in the ſaid recited commiſſion named, in further execution of the ſame, and upon like due examination of witneſſes, have found, or otherwiſe it appeareth unto them, that the ſaid *T. R.* at the time he became a bankrupt as aforeſaid, was ſeiſed and poſſeſſed of, intereſted in, or intitled unto divers and ſundry manors, meſſuages, lands, tenements and hereditaments in the counties of Bucks, Cambridge, *&c.* and elſewhere in the kingdom of Great Britain: **Now this Indenture witneſſeth**, that the ſaid commiſſioners, parties to theſe preſents, being the major part of the commiſſioners named and authorized in and by the ſaid commiſſion of bankruptcy, in further execution thereof, and of the ſeveral ſtatutes therein mentioned, and by force and virtue of the ſame, and of the power and authority in them hereby given, and alſo in conſideration of the covenants herein after reſerved and contained on the part and behalf of the ſaid *R. H.* and *J. M.* (aſſignees of the ſaid bankrupt's eſtate and effects, duly choſen by the major part of the creditors, at a meeting purſuant to a notice in the London Gazette for that purpoſe) to be done and performed,

Bargain and ſale.

**Have** bargained and ſold, and by theſe preſents (as much as in them lieth, and they lawfully may) **Do**, and each of them **Doth** bargain and ſell; **And** the ſaid *T. R.* in conſideration of the ſum of five ſhillings of lawful money of Great Britain, to him in hand paid at or before the ſealing and delivery of theſe preſents by the ſaid *R. H.* and *J. M.* the receipt whereof is hereby acknowledged, **Hath** bargained and ſold, and by theſe preſents (as much as in him lieth, and he lawfully may) **Doth** bargain and ſell unto

Premiſes.

the ſaid *R. H.* and *J. M.* and to their heirs and aſſigns, **All thoſe** the manors, *&c.* (*Reciting the parcels of all the real eſtates*) and alſo all other the manors and reputed manors, meſſuages, lands, tenements and hereditaments in the ſaid counties of, *&c.* whereof, wherein or whereunto the ſaid *T. R.* or any perſon or perſons in truſt for him, now is, or at the time of his becoming a bankrupt was, ſeiſed or poſſeſſed of, intereſted in, or intitled unto, of any eſtate of freehold or inheritance, either in poſſeſſion, reverſion, remainder or expectancy, or otherwiſe howſoever, or wherein or whereunto the ſaid *T. R.* or any perſon or perſons in truſt for him, can or may have, or claim any eſtate or intereſt, right, title, profit, produce, rent, ſhare, claim or demand whatſoever, either in law or equity, or otherwiſe howſoever; **And** the reverſion and reverſions, remainder and remainders, rents, iſſues, emoluments, profits, commodities, advantages and appurtenances whatſoever, to the ſaid manors, or reputed manors, meſſuages or tenements, lands, hereditaments and premiſes, or any part or parcel thereof belonging, or in any wiſe appertaining, **Together** with all deeds, eſcripts, muniments and writings relating to all or any part of the ſaid manors, meſſuages or tenements, lands, hereditaments and premiſes hereby bargained and ſold, or intended ſo to

Habendum.

be: **To have and to hold** the ſaid manors, or reputed manors, farms, meſſuages or tenements, lands and hereditaments, and all and ſingular other the premiſes herein before mentioned, and intended to be hereby bargained and ſold, with their and every of their rights, members and appurtenances unto the ſaid *R. H.* and *J. M.* their heirs and aſſigns, for ſuch eſtate and eſtates, and intereſts, as the ſaid *T. R.* had therein reſpectively at the time of his becoming bankrupt, and at the time of iſſuing forth of the ſaid commiſſion of bankruptcy againſt him, or at any time ſince, and in as full and ample manner and form, to all intents and purpoſes whatſoever, as the ſaid *T. R.* his heirs or aſſigns, might or could have held and enjoyed the ſame, if he the ſaid *T. R.* had not become a bankrupt, and if theſe preſents had not been

Truſt.

made: **In Truſt** nevertheleſs to and for the uſe, behoof, benefit and advantage of the ſaid *R. H.* and *J. M.* and the reſt of the creditors of the ſaid *T. R.* who already have or ſhall in due time come in and

Covenants.

ſeek relief under the ſaid commiſſion: **And the ſaid** *R. H.* and *J. M.* for themſelves, ſeverally and reſpectively, and each for his own reſpective heirs, executors and adminiſtrators, and not one for the other, or for the heirs, executors or adminiſtrators of the other, or for the act or deed of the other, do covenant, promiſe, grant and agree to and with the ſaid commiſſioners, parties to theſe preſents, their executors and adminiſtrators, that they the ſaid *R. H.* and *J. M.* their heirs and aſſigns, ſhall and will, with all convenient ſpeed, uſe their beſt means and endeavours to ſell and diſpoſe of the manors, meſſuages, lands, tenements, hereditaments and premiſes herein before mentioned and intended to be hereby bargained and ſold, for all ſuch eſtate and intereſt as the ſaid *T. R.* had therein, at the time he became a bankrupt, for the moſt and beſt price and prices that can be got for the ſame; and that they the ſaid *R. H.* and *J. M.* ſhall and will, within the time limited and appointed by an act of parliament made in the fifth year of his preſent Majeſty's reign, intitled, "An Act to prevent the committing of frauds by bankrupts," give unto the ſaid commiſſioners, parties to theſe preſents, or to the major part of the commiſſioners, in and by the ſaid commiſſion named and authorized, fair and juſt accounts of their receipts, payments and diſburſements on account of, touching or concerning the eſtate and effects of the ſaid *T. R.* and

* This deed muſt be ingroſſed on a five ſhilling—additional two ſhilling and ſix-penny ſtamp, *(Vide Table of Stamps)* and inrolled in one of the four courts at Weſtminſter within ſix *lunar* months, and not within ſix *calendar* months, as is frequently ſuppoſed. The counterpart is ingroſſed on a five ſhilling ſtamp only.

ſhall and will diſtribute and divide amongſt the creditors of the ſaid *T. R.* who ſhall have come in and prove their debts under the ſaid commiſſion (in proportion to their reſpective debts) all ſuch part of the neat produce of the eſtate and effects of the ſaid *T. R.* as the ſaid commiſſioners, parties to theſe preſents, ſhall from time to time order and direct. And further, *(a covenant by the aſſignees to indemnify the commiſſioners, as in the aſſignment of the perſonal eſtate.)* In Witneſs, &c.

# BILLS of SALE.

## *Bill of Sale of Goods diſtrained for Rent.*

THIS Indenture, &c. Between *Nicholas Corneck, (the landlord)* of, *&c. John Roe*, Conſtable of the hundred of, *&c. Daniel Cook* of, *&c. Francis Jay* of, *&c.* and *Henry Roe* of, *&c.* of the one part, *John Smith* of, *&c.* and *Thomas Smith* of, *&c.* of the other part, Witneſſeth, that it is affirmed by the ſaid *N. C.* and teſtified by the ſaid *D. C.* upon his oath ſworn before the ſaid Conſtable, that on the ——— day of ——— laſt paſt, the ſaid *N. C.* in the preſence of the ſaid *D. C.* did enter into a meſſuage and lands called S. Farm in H. within the hundred aforeſaid, and for ——— pounds of rent, at the feaſt of ——— laſt paſt, due to him the ſaid *N. C.* from *S. F.* upon a demiſe, whereby the ſaid *S. F.* held the ſaid farm of the ſaid *N. C.* and did diſtrain there, and found the goods and chattels following *(that is to ſay)* [*recite the particulars.*] And it is further teſtified by the ſaid *D. C.* and alſo by the ſaid *J. F.* and *H. R.* upon their oaths ſworn before the ſaid Conſtable, that after ſuch diſtreſs taken *(that is to ſay)* on the 10th day of Auguſt laſt paſt, the ſaid *N. C.* did, at the chief manſion-houſe of the ſaid farm, give publick notice of the ſaid diſtreſs, and the cauſe thereof, and a note thereof in writing, expreſſing the particulars of the ſaid goods and chattels diſtrained, and of the ſaid rent for which the ſame were diſtrained, did then and there deliver unto *E.* daughter of the ſaid *S. F.* and the ſaid *D. C. J. F.* and *H. R.* upon their oaths aforeſaid, have truly appraiſed all the ſaid goods and chattels diſtrained at ——— pounds. And this Indenture further witneſſeth, that the ſaid goods and chattels being yet unreplevied, the ſaid *M. C.* with the Conſtable aforeſaid, for and in conſideration of ——— pounds, being the beſt price that can be gotten for the ſaid goods and chattels, by the ſaid *J. S.* and *T. S.* paid to the ſaid *N. C.* towards ſatisfaction of the ſaid rent of ——— pounds, for which the ſaid goods and chattels were diſtrained, have bargained and ſold, and by theſe preſents Do bargain and ſell unto the ſaid *J. S.* and *T. S.* All the goods and chattels before herein mentioned to be diſtrained as aforeſaid; To hold unto *J. S.* and *T. S.* as their only proper goods and chattels for ever. In Witneſs, &c. Sale. Habendum.

*(Pigott.)*

*Note*, It is the beſt to make ſo many parties, for the more eaſy proving afterwards (if occaſion be) the regularity of the proceedings.

## *An abſolute Bill of Sale of Goods and Stock, in Conſideration of Maintenance, &c.*

THIS Indenture, made, *&c.* Between *O. T.* of, *&c.* of the one part, and *J. W.* of, *&c.* of the other part, Witneſſeth, that the ſaid *O. T.* in conſideration of the covenants herein after mentioned on the part of the ſaid *J. W.* to be performed, and for and in conſideration of five ſhillings to him in hand paid by the ſaid *J. W.* and for divers, *&c.* the ſaid *O. T.* hath granted, bargained and ſold, and by theſe preſents doth, *&c.* unto the ſaid *J. W.* his executors, adminiſtrators and aſſigns, All his ſix mares and one colt, his three cows, his two waggons, all his corn and hay, and all and ſingular his bedding, linen, braſs, pewter, and other houſhold goods, and all other his goods, cattle and chattels whatſoever upon his farm in A. aforeſaid, and which together with the ſaid farm were this day put into the hands and poſſeſſion of the ſaid *J. W.* To have and to hold all and ſingular the ſaid goods, cattle, chattels and premiſes hereby granted unto the ſaid *J. W.* his executors, adminiſtrators and aſſigns for ever abſolutely; And the ſaid *J. W.* in conſideration of the premiſes, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree with the ſaid *O. T.* his executors and adminiſtrators, in manner following, *viz.* that he the ſaid *J. W.* his executors and adminiſtrators, ſhall and will at his and their coſts and charges maintain and keep the ſaid *O. T.* during his life, with good and ſufficient meat, drink, waſhing and lodging, at his the ſaid *J. W.*'s own dwelling-houſe (if the ſaid *O. T.* ſhall think fit to live with him) and if the ſaid *O. T.* ſhall be minded to live with any other perſon, that then, and in ſuch caſe, he the ſaid *J. W.* his executors and adminiſtrators, ſhall and will pay to the ſaid *O. T.* yearly, for or on account of his maintenance at ſuch other place, the ſum of three pounds; and after that rate for any greater or leſſer time than a year, that the ſaid *O. T.* ſhall be minded Conſideration. Sale. Covenant to maintain the bargainer for life, or to allow a certain ſum per ann.

to dwell with any other perſon than the ſaid *J. W.* and alſo that he the ſaid *J. W.* his executors and adminiſtrators, ſhall pay and allow unto the ſaid *O. T.* yearly and every year during his natural life, twenty ſhillings a year for ſpending money; the ſame to be paid to the ſaid *O. T.* at four equal payments, to be computed from this day. In Witneſs, &c..

*Bill of Sale of Goods.*

Recital of a contract for houſhold goods.

THIS Indenture made, *&c.* between *J. H.* of, *&c.* Eſquire, of the one part, and *H. M.* of, *&c.* of the other part: Whereas the ſaid *H. M.* hath contracted and agreed with the ſaid *J. H.* for the abſolute purchaſe of a piece or parcel of ground, and the meſſuage or tenement and outhouſes thereon erected in a ſtreet in the pariſh of, *&c.* (being the eſtate and inheritance of the ſaid *J. H.*) together with the ſeveral houſhold-goods and things in and about the ſaid houſe, and mentioned and deſcribed in the ſchedule hereunto annexed, for the ſum of, *&c.* And the ſaid piece or parcel of ground, meſſuage or tenement and out-houſes with the appurtenances, have been by the indentures of leaſe and releaſe, bearing date reſpectively the 15th and 16th days of, *&c.* and made between the ſame parties as are parties to theſe preſents, in conſideration of the ſaid ſum of, *&c.* paid to the ſaid *J. H.* by the ſaid *H. M.* granted and conveyed unto, and to the uſe of the ſaid *H. M.* his heirs and aſſigns, as by the ſame indentures of leaſe and releaſe may more fully appear: Conſideration. Now this Indenture witneſſeth, That in conſideration of the ſaid ſum of, *&c.* paid to the ſaid *J. H.* by the ſaid *H. M.* as aforeſaid, (the receipt whereof the ſaid *J. H.* doth hereby acknowledge) He the ſaid *J. H.* Bargain and ſale. Goods. hath granted, bargained and ſold, and by theſe preſents Doth grant, bargain and ſell unto the ſaid *H. M.* his executors, adminiſtrators and aſſigns, All and ſingular the houſhold-goods, houſhold-ſtuff, furniture and things mentioned and expreſſed in the ſchedule hereunto annexed, And all the eſtate, right, title, intereſt, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *J. H.* of, in, to or out of the ſame premiſes, and every part and parcel thereof, Habendum. To have and to hold the ſaid ſeveral houſhold-goods, houſhold-ſtuff, furniture, and things mentioned in the ſaid ſchedule hereunto annexed from henceforth, unto the ſaid *H. M.* his executors, adminiſtrators and aſſigns, To the Uſe and Behoof of the ſaid *H. M.* his executors, adminiſtrators and aſſigns for ever, as and for his and their own goods and chattels. In Witneſs, &c.

(*Pigott.*)

*Bill of Sale of Goods and Chattels.*

KNOW all Men by theſe preſents, that I *A. B.* of ———, in conſideration of the ſum of —— to me in hand paid by *C. D.* of ———, at and before the ſealing and delivery of theſe preſents, (the receipt whereof I do hereby acknowledge,) Have bargained, ſold, releaſed, granted and confirmed, and by theſe preſents Do bargain, ſell, releaſe, grant and confirm unto the ſaid *C. D.* All the goods, houſhold ſtuff, and implements of houſhold, and all other goods and chattels whatſoever mentioned in the ſchedule hereunto annexed, now remaining and being in ——, To have and to hold all and ſingular the ſaid goods, houſhold-ſtuff and implements of houſhold, and every of them, by theſe preſents bargained, ſold, releaſed, granted and confirmed unto and to the only proper uſe and behoof of the ſaid *C. D.* his executors, adminiſtrators and aſſigns for ever, freely, quietly, peaceably and entirely, without any claim, diſturbance or hindrance of any perſon whomſoever, and without any account to me, or to any other perſon whomſoever, to be made, anſwered, or hereafter to be rendered; So that neither I the ſaid *A. B.* nor any other for me, or in my name, any right, title, intereſt or demand of, in, to or for the ſaid goods, *&c.* or any part or parcel thereof, ought to exact, challenge, claim or demand at any time or times hereafter, but from all action, right, eſtate, title, claim, demand, poſſeſſion and intereſt thereof, ſhall be wholly barred and excluded, by force and virtue of theſe preſents: Warranty. And I the ſaid *A. B.* for myſelf, my executors and adminiſtrators, all and ſingular the ſaid goods and houſhold-ſtuff unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, againſt me the ſaid *A. B.* my executors, adminiſtrators and aſſigns, and againſt all and every other perſon and perſons whatſoever, ſhall and will warrant, and for ever defend, by theſe preſents, of which goods, *&c.* I the ſaid *A. B.* have put the ſaid *C. D.* in full poſſeſſion, by delivering him one ſilver cup in the name of all the ſaid goods and chattels, at the ſealing and delivery hereof. In Witneſs, &c.

Sealed and delivered (being firſt duly ſtampt) and livery and ſeiſin of the goods and premiſes above bargained and ſold, delivered by the ſaid *A. B.*'s giving and delivering to the ſaid *C. D.* one ſilver ſpoon in the name of the whole goods and premiſes, in the preſence of ———

*Or Livery or Seiſin may be indorſed thus:*

MEMORANDUM, The day and year firſt within written livery and ſeiſin of the goods and premiſes within bargained and ſold, was delivered by the ſaid *A. B.* to the ſaid *C. D.* by the ſaid *A. B.*'s giving and delivering to the ſaid *C. D.* one ſilver cup in the name of livery and ſeiſin of the whole goods and premiſes within mentioned, in the preſence of us.

*A. B.*
*C. D.*

*Bill of Sale of Goods conditional, in Nature of a Mortgage.*

TO all to whom theſe preſents ſhall come, I *A. B.* of —— ſend greeting. Know ye, that I the ſaid *A. B.* for and in conſideration, &c. *(as in the laſt to)* and for ever defend by theſe preſents: Provided always, and it is hereby agreed between the ſaid parties to theſe preſents, that if I the ſaid *P. H.* my executors, adminiſtrators or aſſigns, or any of us, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* or his attorney, executors, adminiſtrators or aſſigns, the ſum of ——— on ——— at ——— for the redemption of the ſaid hereby bargained premiſes, then theſe preſents, and every clauſe, article, condition and thing herein contained, ſhall ceaſe and be void, otherwiſe to remain in full force and effect. In Witneſs, &c.

Proviſo of redemption.

*Or it may be made ſtronger, thus:*

THIS Indenture, made, &c. Between, &c. Witneſſeth, that the ſaid *J. G.* for and in conſideration, &c. the receipt, &c. Hath, &c. *(as above, mutatis mutandus, to)* and for ever defend by theſe preſents: Provided, &c. *(as above, mutatis mutandus, to)* remain in full force and effect. And the ſaid *J. G.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant and grant to and with the ſaid *J. H.* his executors, adminiſtrators and aſſigns, by theſe preſents, as follows (that is to ſay) That in caſe the ſaid *J. G.* his executors or adminiſtrators, ſhall make default in payment of the ſaid ſum of ——— pounds, or any part thereof, at the time and place in the condition before in theſe preſents contained, then the ſaid *J. H.* his executors, adminiſtrators and aſſigns, ſhall and may, for the conſideration aforeſaid, peaceably and quietly have, hold and enjoy to his and their own proper uſe for ever, the ſaid —— and all the premiſes above by theſe preſents bargained, ſold, releaſed, granted and confirmed, or mentioned or intended ſo to be, and every part and parcel thereof, with all and ſingular the appurtenances, without any lawful let, ſuit, trouble, expulſion, eviction, moleſtation or denial of the ſaid *J. G.* his executors or adminiſtrators, or of any other perſon or perſons whatſoever: And alſo that he the ſaid *J. G.* his executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. H.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— in manner and form as aforeſaid, according to the true intent and meaning of theſe preſents. And the ſaid *J. H.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant and grant to and with the ſaid *J. G.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. H.* his executors, adminiſtrators and aſſigns, ſhall and will immediately after the receipt of the ſaid —— pounds, according to the true meaning of the condition aforeſaid, upon reaſonable requeſt of the ſaid *J. G.* well and truly re-deliver unto the ſaid *J. G.* his executors, adminiſtrators or aſſigns, the ſaid —— and all other of the ſaid premiſes, which —— the ſaid *J. H.* received of the ſaid *J. G.* at and before the enſealing and delivery hereof, in as good caſe as the ſame, and every of them now are. In Witneſs, &c.

Covenant that if default be made of redemption, to hold for ever.

Covenant to pay the money in the proviſo. To return goods on the payment of the money.

N. B. Livery and ſeiſin to be indorſed.

*(Wood.)*

*Bill of Sale of Goods and Chattels to ſave harmleſs from Bonds.*

TO all, &c. I *R. C.* of ——— ſend greeting. Know ye, that I *R. C.* as well for indemnifying and ſaving harmleſs *J. F.* of ——— his heirs, &c. and every of them, of and from all manner of bonds and writings obligatory whatſoever, wherein the ſaid *J. F.* is and ſtands bound for me the ſaid *R. C.* in any ſum or ſums of money to any other perſon or perſons whatſoever, as alſo in conſideration of the ſum of five ſhillings of —— to me in hand paid, at or before the ſealing, &c. the receipt, &c. and for divers other good cauſes and conſiderations me hereunto moving, have given, granted, &c. (as before in the bill of ſale of goods) for ever defend by theſe preſents, (and then add this proviſo:) Provided always, that I the ſaid *R. C.* my executors, &c. or any of us, do or ſhall from time to time, and at all times hereafter, clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſs the ſaid *J. F.* his, &c. and all his and their goods and chattels, lands, tenements and hereditaments, and every of them, of and from all and ſingular bonds and writings obligatory whatſoever, wherein and whereby the ſaid *J. F.* at the requeſt, or for the debt of me the ſaid *R. C.* is and ſtandeth bound to any perſon or perſons whatſoever in any ſum or ſums of money, and of and from all and all manner of actions, ſuits, charges, troubles, expences and demands whatſoever, which ſhall and may in any wiſe hereafter happen, come, grow, or be to or againſt the ſaid *J. F.* his, &c. or any of them, for or by reaſon of the ſaid bonds and writings obligatory, or any of them, or any thing in them or any of them mentioned or contained, then this preſent deed or grant, and every thing herein contained, ſhall be utterly void, otherwiſe to remain in full force. In Witneſs, &c.

Proviſo that if bargainer ſave harmleſs, then to be void.

*Bill of Sale of the Eighth Part of a Ship.*

TO all to whom, &c. I *A. B.* of ——, ſend greeting. Know ye, that I the ſaid *A. B.* for and in conſideration, &c. ——— Have, &c. ——— unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns for ever, the one full eight part of the ſhip called ——, of the port of ——, in the county of ——, of the burthen of — tons, or thereabouts, and whereof one — is at preſent maſter, now lying and being in ——, together with one full eight part of all the maſts, ſails, ſail yards, anchors, cables, ropes, cords, boats,

Habendum.

boats, oars, pieces of ordance, guns, gunpowder, ſhot, tackle, apparel, ammunition, proviſion and furniture of the ſaid ſhip belonging or appertaining; **To have and to hold** the ſaid eighth part of the ſaid ſhip, and all other the premiſes hereby bargained and ſold, with their and every of their appurtenances, and every part and parcel thereof, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns for ever, as his and their own proper goods, and to his and their own proper uſe and uſes for ever; **And** I the ſaid *A. B.* do for myſelf, my heirs, executors and adminiſtrators, covenant, grant and agree to and with the ſaid *C. D.* his executors and aſſigns, by theſe preſents, th at I the ſaid *J. G.* at the time of ſealing and delivery hereof, (notwithſtanding any act or thing done by me to the contrary) am the true and lawful owner and proprietor of the ſaid eighth part of the ſaid ſhip and premiſes hereby granted, with the appurtenances; **And** have full power and lawful authority (notwithſtanding ſuch act or any thing as aforeſaid) to grant and convey the ſaid eighth part of the ſaid ſhip and premiſes hereby mentioned to be granted, with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in manner and form aforeſaid; **And** that it ſhall and may be lawful to and for the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter, quietly and peaceably, to have, hold and enjoy the ſaid eighth part of the ſaid ſhip, aud all other the premiſes hereby granted, with the appurtenances, without any let, moleſtation, diſturbances or denial of me the ſaid *A. B.* my executors, adminiſtrators or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming or to claim, from, by, or under me, them, or any of us *(except, &c.) (free from incumbrances.)* **In Witneſs**, &c.

and hath power to convey;

for peaceable enjoyment.

*Bill of Sale of a Moiety of Goods on Board a Ship, the other Moiety being Salvage, the Ship having been taken by the French and re-taken.*

**THIS Indenture**, made, *&c.* **Between** *J. B.* of and belonging to Boſton in New England, Merchant, but now of London, of the one part, and *H. A.* of the City of Briſtol, Merchant, of the other part. **Whereas** the ſaid *J. B.* in or about the month of October laſt paſt, ſhipped on board the good ſhip called the ——— whereof *A. C.* was then Maſter, and which was then riding at anchor in the River of Thames, and bound for Boſton in New England aforeſaid, the goods, wares and merchandizes hereafter mentioned and deſcribed; which ſaid ſhip and merchandizes on or about the 20th day of November laſt paſt was taken by a French ſhip of war, and re-taken on or about the 28th day of the ſame month by the M. privateer of the ſaid City of Briſtol, and carried into, and is now in the ſaid port, by which retaking the captors belonging to the ſaid privateer are intitled to a moiety of the ſaid goods, the other moiety remaining the property of the ſaid *J. B.* **Now this Indenture witneſſeth**, that the ſaid *J. B.* for and in conſideration of the ſum of eight hundred and fifty pounds of, *&c.* which he owes to the ſaid *H. A.* on account of goods heretofore ſold by the ſaid *H. A.* to him the ſaid *J. B.* and the charges thereon, **Hath** granted, bargained, ſold and aſſigned, and by theſe preſents **Doth**, *&c.* unto the ſaid *H. A.* his executors, adminiſtrators and aſſigns, **All** his moiety, ſhare, right, title, intereſt and property of and in two trunks, eight bails, one cheſt, one hogſhead, one barrel, and one ſmall caſk of merchandize, and the contents thereof; which goods, wares and merchandizes, were as aforeſaid ſhipped on board the ſaid ſhip, and are now at Briſtol aforeſaid, and are or were marked and numbered as in the margin of the bill of lading, hereunto annexed, reference being thereunto had, may more fully appear; **To have and to hold** the ſaid moiety and ſhare of the ſaid goods, wares and merchandiſes, to the ſaid *H. A.* his executors adminiſtrators and aſſigns, for ever: **Provided nevertheleſs**, that if the neat produce ariſing from the ſale or diſpoſal of the ſaid moiety or ſhare of the ſaid goods, wares and merchandizes, after deducting all neceſſary charges on account of the ſame, ſhall amount to more than the ſaid ſum of eight hundred and fifty pounds, then the ſaid *H. A.* does hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *J. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *H. A.* will be accountable for and pay ſuch ſurplus to the ſaid *J. B.* whenſoever he ſhall be thereto required after ſuch ſale or diſpoſal. **In Witneſs**, &c.

Recital.

Sale.

Habendum.

Proviſo.

*(Wood.)*

*A Bill of Sale of Goods, as a Collateral Security for Money due on a Bond of even Date.*

**THIS Indenture** made, *&c.* **Between** *J. W.* of, *&c.* of the one part, and *J. B.* of, *&c.* of the other part. **Whereas** the ſaid *J. W.* by his bond or obligation bearing even date with and executed immediately before theſe preſents, is and ſtands bound unto the ſaid *J. B.* in the penal ſum of two hundred pounds, with condition thereunder written for payment of the ſum of one hundred pounds, with legal intereſt unto the ſaid *J. B.* in ſuch manner as therein is mentioned: **Now this Indenture witneſſeth**, that for the further and better ſecuring payment of the ſaid ſum of one hundred pounds and intereſt, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, according to the true intent of the ſaid bond, and in conſideration of the ſum of five ſhillings of lawful money now paid by the ſaid *J. B.* to the ſaid *J. W.* the receipt, *&c.* and for divers, *&c.* **He** the ſaid *J. W.* **Hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents **Doth** hereby freely, clearly and abſolutely grant, bargain, ſell, aſſign, ſet over and deliver in due form of law, unto the ſaid *J. B.* **All and ſingular** the beds, bedding, houſhold goods and furniture, and other the goods, chattels and things in the ſchedule or inventory hereunder written particularly mentioned and expreſſed, and all the right, intereſt, benefit, advantage, property, claim and demand whatſoever, both at law and in equity, of him the ſaid *J. W.* of, in and to the ſaid hereby granted and ſold premiſes; **To have, hold**, receive, take and enjoy all and ſingular the ſaid hereby bargained and ſold premiſes, unto and to and for the only uſe and benefit of the ſaid *J. B.* his executors, adminiſtrators and aſſigns from henceforth for evermore, as and for his and their own proper goods and chattels; **And the ſaid** *J. W.* for himſelf, his executors and adminiſtrators, all and ſingular the

Recital.

Sale.

Goods.

Habendum.

Covenants.

the hereby bargained and ſold goods, chattels and premiſes, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, againſt all and every perſon and perſons whomſoever, ſhall and will warrant and for ever defend by theſe preſents: **Provided always**, and upon this condition nevertheleſs, that if the ſaid *J. W.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay, or cauſe to be paid to the ſaid *J. B.* his executors, adminiſtrators and aſſigns, the ſaid ſum of one hundred pounds of, *&c.* with lawful intereſt for the ſame, on the —— day of ——— next enſuing the date hereof, according to the true intent of and in diſcharge of the herein before recited bond, that then as well theſe preſents, as alſo the ſaid bond, ſhall be void and of no effect; any thing to the contrary thereof in any wiſe notwithſtanding. Proviſo. **And** the ſaid *J. W.* for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *J. B.* his, *&c.* in manner as follows, (that is to ſay) **That** he the ſaid *J. W.* now hath good right, *&c.* to grant, *&c.* all and ſingular the hereby bargained and ſold goods, chattels and premiſes, unto and to the uſe of the ſaid *J. B.* his heirs and aſſigns in manner as aforeſaid; **And** that the ſame now are, and ſo ſhall remain, free and clear of all and all manner of charges and incumbrances whatſoever; **And alſo** that he the ſaid *J. W.* his executors or adminiſtrators, ſhall and will well and truly pay the ſaid ſum of one hundred pounds and intereſt, unto the ſaid *J. B.* his executors, adminiſtrators or aſſigns, on the ſaid —— day of ——— now next enſuing, without any deduction whatſoever, in diſcharge of the ſaid bond and of the above proviſo, according to the true meaning thereof. **And laſtly**, that in caſe default ſhall be made in payment of the ſaid ſum of one hundred pounds and intereſt, on the day herein before limited for payment thereof, it ſhall and may be lawful for the ſaid *J. B.* his executors, adminiſtrators and aſſigns, with any perſon or perſons, as he or they ſhall think fit, to enter and come into and upon the now dwelling-houſe of him the ſaid *J. W.* wherein the ſaid goods and chattels are now held or placed, and then to fetch and carry away the ſaid goods and chattels and to ſell and diſpoſe of the ſame, and out of the money to ariſe by ſale thereof, to pay and retain to him and themſelves, the ſaid ſum of one hundred pounds and intereſt, and all charges touching the ſame; he and they rendering to the ſaid *J. W.* his executors or adminiſtrators, the overplus-monies, (if any ſuch ſhall be) any thing to the contrary thereof notwithſtanding. **In Witneſs**, &c.

*Bill of Sale of Houſhold Goods mentioned in a Schedule, for the Conſideration expreſſed in a Releaſe of the Inheritance of the Premiſes where the Goods remain.*

**THIS Indenture**, made, *&c.* **Between** *John How*, of ———, Eſquire, of the one part, and *Henry Mays*, of ———, of the other part. **Whereas** the ſaid *H. M.* has contracted and agreed with the ſaid *J. H.* for the abſolute purchaſe of a piece or parcel of ground, and the meſſuage, *&c.* thereon erected in ——— (being the eſtate and inheritance of the ſaid *J. H.*) together with the ſeveral houſhold goods and things in and about the ſaid houſe, and mentioned and deſcribed in the ſchedule hereunto annexed, for the ſum of ——, and the ſaid piece or parcel of ground, meſſuage, *&c.* have been by indentures of leaſe and releaſe bearing date ——— and made between the ſaid parties as are parties to theſe preſents, in conſideration of the ſaid ſum of ——— paid to the ſaid *J. H.* by the ſaid *H. M.* granted and conveyed unto and to the uſe of the ſaid *H. M.* his heirs and aſſigns, as by the ſaid indenture of leaſe and releaſe may more fully appear: **Now this Indenture witneſſeth**, That in conſideration of the ſaid ſum of —— paid to the ſaid *J. H.* by the ſaid *H. M.* as aforeſaid, the receipt, *&c.* he the ſaid *J. H.* **Hath** granted, bargained and ſold, and by theſe preſents **Doth** grant, *&c.* unto the ſaid *H. M.* his executors, *&c.* **All and ſingular** the houſhold goods, houſhold ſtuff, furniture and things mentioned and expreſſed in the ſchedule hereunto annexed, and all the eſtate, *&c.* **To have and to hold** the ſaid ſeveral houſhold goods, *&c.* mentioned, *&c.* from henceforth, unto the ſaid *H. M.* his executors, *&c.* to the uſe and behoof of the ſaid *H. M.* his executors, *&c.* for ever, as for his and their own goods and chattels. **In Witneſs**, &c. Recital. Sale. Habendum.

*(Wood.)*

*A Conditional Bill of Sale of Goods ſeiſed by a Landlord for Rent, for ſecuring Rent due and to be due next Quarter-Day.*

**TO all to whom**, &c. *W. W.* of, *&c.* ſendeth greeting. **Whereas** the ſaid *W. W.* being now juſtly indebted to *A. Y.* widow, *W. B.* Eſquire, and *T. B.* Soap-Maker, in the ſum of twenty-five pounds for half a year's rent due on Chriſtmas-Day laſt paſt for their houſe, ſituate, *&c.* and now in the occupation of the ſaid *W. W.* **She** the ſaid *A. Y.* on behalf of herſelf and of the ſaid *W. B.* and *T. B.* **Hath** on the day of the date hereof entered upon the ſaid houſe and made a ſeizure of his the ſaid *W. W.*'s houſhold goods and furniture therein, and put a perſon in poſſeſſion thereof; **But** the ſaid *W. W.* not being at preſent able to pay the ſaid twenty-five pounds, hath requeſted the ſaid *A. Y.* to give him ſome time for ſo doing; and for ſecuring to her as well the ſaid twenty-five pounds, as alſo the ſum of twelve pounds ten ſhillings, which will be due for another quarters rent at Lady-Day next, he the ſaid *W. W. Hath* agreed to make this his bill of ſale of all his plate, houſhold goods and furniture, unto the ſaid *A. Y.* in ſuch manner, and ſubject as herein after is mentioned: **Now know ye, and theſe Preſents witneſs**, that the ſaid *W. W.* in purſuance of the ſaid recited agreement, and in conſideration of the ſum of five ſhillings of lawful money to him now paid by the ſaid *A. Y.* and for divers, *&c.* **Hath**, and by theſe preſents **Doth** freely, clearly and abſolutely give, grant, bargain, ſell, and in due form of law deliver unto the ſaid *A. Y.* **All** and ſingular the pieces of plate, beds, bedding, houſhold goods and furniture of him the ſaid *W. W.* mentioned and ſet forth in a ſchedule or inventory indorſed on the back hereof, and ſubſcribed by him the ſaid *W. W.* and all and ſingular other the houſhold goods and furniture whatſoever belonging to the ſaid *W. W.* and which are now in his dwelling-houſe in Fleet-ſtreet aforeſaid, and all the right, intereſt, property, benefit, advantage, claim and demand whatſoever or howſoever of him the ſaid *W. W.* of, in and to the ſaid premiſes; **To have, hold**, take and enjoy the ſaid plate, houſhold goods and furniture, and all and ſingular other the premiſes hereby bargained and ſold, or mentioned or intended ſo to be, unto and to and for the only uſe and benefit of the ſaid *A. Y.* her executors and aſſigns, from theneeforth as and Recital. Sale. Habendum.

for her and their own proper goods for ever; (ſubject nevertheleſs to the proviſo herein after contained for redemption thereof, and for the better, &c.) and for which ſhe and they are hereby intended to have a legal right and property: And for theſe preſents, ſubject nevertheleſs, &c. *viz.* Provided always and upon this condition nevertheleſs, that if the ſaid *W. W.* his executors, &c. do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *A. Y.* her executors and aſſigns, the ſaid ſum of twenty-five pounds of, &c. ſo now due and owing as aforeſaid, to be paid on the 1ſt day of March now next enſuing, and the ſaid further ſum of twelve pounds ten ſhillings on the 25th day of March now next enſuing, and which will be then due for the ſaid other quarter's rent, and that without any deduction or abatement whatſoever or howſoever (ſave and except the King's tax, on delivery of proper acquittances for the ſame to the ſaid *A. Y.*) then this preſent bill of ſale, and every clauſe, act and thing herein contained, ſhall be abſolutely void and of no effect, to all intents and purpoſes whatſoever. In Witneſs, &c.

*(Wood.)*

# BONDS.

*Bond from one to one, with a Condition for Payment of Money on a Day certain.*

Obligation.

KNOW all Men by theſe preſents, that I *A. B.* of —— in the county of ——, Gentleman, am held and firmly bound to *C. D.* of ——, in the county of ——, Yeoman, in the ſum of one hundred pounds of lawful money of Great Britain, to be paid by the ſaid *S. M.* or his certain attorney, executors, adminiſtrators or aſſigns, to which payment, well and truly to be made, I bind myſelf, my heirs, executors and adminiſtrators, and every of them, firmly by the preſents, Sealed with my ſeal, Dated the —— day of ——, in the year of our Lord 1780, and in the twentieth year of the reign of King George the Third.

Condition.

The Condition of this obligation is ſuch, that if the above-bounden *A. B.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the above named *C. D.* his executors, adminiſtrators or aſſigns, the ſum of fifty pounds of good and lawful money of Great Britain, on the * 30th day of January now next enſuing, together with lawful † intereſt for the ſame from the date hereof, clear of and over and above all taxes and deductions whatſoever, and without fraud or further delay; Then this obligation to be void and of no effect, or elſe to be and remain in full force and virtue.

*(Newnam.)*

*Bond from two to one, for Payment of Money on Demand.*

Obligation.

KNOW all Men by theſe preſents, that we *A. B.* of —— in the county of ——, Gentleman, and *C. D.* of ——, in the county of ——, Yeoman, are held and firmly bound to *E. F.* of ——, in the county of ——, Eſquire, in the ſum of four hundred pounds of good and lawful money of Great Britain, to be paid to the ſaid *E. F.* or his certain attorney, executors, adminiſtrators or aſſigns; To which payment, well and truly to be made, we bind ourſelves and each of us jointly and ſeverally, our and each of our heirs, executors and adminiſtrators, firmly by theſe preſents, Sealed with our ſeals. Dated, &c.

Condition.

The Condition of this obligation is ſuch, that if the above bound *A. B.* and *C. D.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *E. F.* his executors, adminiſtrators or aſſigns, the full ſum of two hundred pounds of lawful money of Great Britain on demand, Then this obligation to be void, otherwiſe to continue in full force.

*(Newnam.)*

* If no day of payment be mentioned, the money is payable immediately.

† If no intereſt be mentioned, the bond will carry intereſt at five per cent. *Vide the Theoretical Part of this Work.*

An

*An Obligation from two to two.*

KNOW all Men by theſe preſents, that we *A. B.* of ——— in the county of ———, Gentleman, and *C. D.* of ——— in the county of ———, Gentleman, are held and firmly bound to *E. F.* of ——— in the county of ———, Eſquire, and *G. H.* of ——— in the county of ———, Eſquire, in the ſum of fifty pounds of lawful money of Great Britain, to be paid to the ſaid *E. F.* and *G. H.* or either of them, their or either of their certain attornies, executors, adminiſtrators or aſſigns: To which payment, well and truly to be made, we bind ourſelves and each of us by himſelf, our and each of our heirs, executors and adminiſtrators, firmly by theſe preſents, Sealed with our ſeals. Dated, &c. Obligation.

*(Newnam.)*

*Bond from one to two, with Condition for Payment of Money on two ſeveral Days.*

KNOW all Men by theſe preſents, that I *A. B.* of ——— in the county of, *&c.* Gentleman, am held and firmly bound to *C. D.* of ——— in the county of ———, Eſquire, and *E. F.* of ——— in the county of ———, Gentleman, in the ſum of one thouſand ſix hundred pounds of good and lawful money of Great Britain, to be paid to the ſaid *C. D.* and *E. F.* or either of them, their or either of their certain attornies, executors, adminiſtrators or aſſigns; To which payment well and truly to be made, I bind myſelf, my heirs, executors and adminiſtrators, and every of them firmly by theſe preſents, Sealed with my ſeal. Dated, &c. Obligation.

The Condition of this obligation is ſuch, that if the above bound *A. B.* his heirs, executors or adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *C. D.* and *E. F.* or to either of them, their or either of their executors, adminiſtrators or aſſigns, the full ſum of ſix hundred pounds of lawful money of Great Britain, on or before the 20th day of June next enſuing the date hereof, and two hundred pounds of like lawful money on the 20th of March, which ſhall be in the year of our Lord 1780; Then this obligation to be void, otherwiſe to be and remain in full force and virtue. Condition.

*(Newnam.)*

*From ſeveral Perſons ſeverally for ſeveral Sums.*

KNOW all Men by theſe preſents, that *A. B.* of, *&c. C. D. &c. E. F. &c. G. H. &c.* and *J. K. &c.* are ſeverally and reſpectively held and firmly bound unto *N. O.* of, *&c.* in the reſpective ſums following, *(viz.)* each of them the ſaid *A. B. C. D. E. F.* and *G. H.* in the ſum of four hundred and twenty pounds of lawful money of Great Britain, and the ſaid *J. K.* in the ſum of two hundred and eighty pounds of like lawful money to be paid to the ſaid *N. O.* or his certain attorney, executors, adminiſtrators or aſſigns, which ſaid ſeveral payments, well and truly to be made, each of them doth hereby bind and oblige himſelf, his heirs, executors and adminiſtrators, ſeverally and reſpectively, but not jointly, nor one for the other, firmly by theſe preſents, Sealed with the reſpective ſeals of the ſaid *A. B. C. D. E. F. G. H.* and *J. K.* Dated the 12th day of May, in the twentieth year, *&c.* and in the year of our Lord 1780. Obligation.

*(Newnam.)*

*To pay Money by Half-yearly Payments till the Whole is paid.*

THE Condition of the above written obligation is ſuch, that if the above bounden *A. B.* his heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the above named *C. D.* his executors, adminiſtrators or aſſigns, the full ſum of four hundred pounds of, *&c.* in manner following, *(that is to ſay)* The ſum of twenty-five pounds, part thereof, on the, *&c.* which will be in the year of our Lord 17—; thirty-one pounds five ſhillings, other part thereof, *&c. (and thirty-one pounds five ſhillings, twice more, on the ſame days in another year)* in every year afterwards ſucceſſively, while and until the ſaid principal ſum of four hundred pounds ſhall be fully paid, together with intereſt, after the rate of ———, *&c.* from the ——— day of this inſtant month of June, for the ſaid ſum of four hundred pounds, and for the remaining parts thereof, to the reſpective days and times on which the ſame or any part thereof ſhall become due and is to be paid, and until the ſaid ſum of four hundred pounds and intereſt thereof ſhall be fully paid as aforeſaid; then this obligation to be void; But if default ſhall happen to be made in payment of the ſaid ſum of four hundred pounds, or any part thereof, or the intereſt for the ſame, on all or any of the ſeveral days or times on which the ſame ſhall become due and ought to be paid as aforeſaid, contrary to the limitation and true meaning of theſe preſents; Then the above written obligation to be in full force and virtue.

*(Newnam.)*

*Condition*

*Condition of a Bond for Payment of Money at one Time.*

From one or more, to one or more.

THE Condition of the above written obligation is ſuch, that if the above-bounden *A. B.* (and *C. D.* or either of them, but if three or more obligers, ſay, and *E. E.* or any or either of them) his (their or either (any or either) of their) heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the above-named *G. H.* (and *J. K.* or either of them; and if three obligees, and *L. M.* or any or either of them) his (their or either (any or either) of their) executors, adminiſtrators or aſſigns, the full ſum of four hundred pounds (the ſum ſecured to be paid) of lawful money of Great Britain, with intereſt for the ſame after the rate of five pounds *per cent. per annum*, (or, with lawful intereſt for the ſame) on the 10th day of June next enſuing the date of the above written obligation, clear of all taxes and deductions whatſoever, and without fraud or further delay, Then this obligation to be void and of no effect, or elſe to remain full force and virtue.

Sealed and delivered in
the preſence of

(*Newnam.*)

*Bond to the Lord Chancellor in order to obtain a Commiſſion of Bankrupt.*

KNOW all Men by theſe preſents, that we *A. B.* and *C. D.* both of, &c. Mercers and co-partners in trade, are held and firmly bound unto the Right Honourable *Edward* Lord *Thurlow*, Lord High Chancellor of Great Britain, in the ſum of two hundred pounds of good and lawful money of Great Britain, to be paid to the ſame Lord High Chancellor, or his certain attorney, executors, adminiſtrators or aſſigns; for which payment well and truly to be made, we bind ourſelves, and each of us bindeth himſelf jointly and ſeverally for and in the whole and every part thereof, our and each of our heirs, executors and adminiſtrators firmly by theſe preſents, Sealed with our ſeals, Dated this 12th day of March, in the twentieth year, &c. and in the year of our Lord 1780.

The Condition of this obligation is ſuch, that if the above bounden *A. B.* and *C. D.* ſhall prove as well before the major part of the commiſſioners to be appointed in a commiſſion of bankrupt to be iſſued againſt *E. F.* of Cheltenham, in the county of Glouceſter, Mercer, Dealer and Chapman, as upon a trial at law, in caſe the due iſſuing forth of the ſaid commiſſion ſhall be conteſted and tried, that the ſaid *E. F.* is juſtly and truly indebted unto the ſaid *A. B.* and *C. D.* as copartners in trade, in the ſum of one hundred pounds or upwards, and is become bankrupt within the true intent and meaning of the ſeveral ſtatutes made and now in force concerning bankrupts, ſome or one of them; And alſo if the ſaid *A. B.* and *C. D.* ſhall cauſe the ſaid commiſſion to be executed according to the directions of the ſaid ſeveral ſtatutes, and particularly of an act of parliament made and paſſed in the fifth year of the reign of his late Majeſty King George the Second, intitled "An Act to prevent the committing of frauds by bankrupts," at Cheltenham aforeſaid, and not within forty miles of London. Then the above written obligation to be void, otherwiſe to be and remain in full force and virtue.

*A. B.* L. S.
*C. D.* L. S.

Sealed and delivered by the ſaid *A. B.*
and *C. D.* in the preſence of

*G. H.*

(*Newnam.*)

*Bond conditioned to pay an * Annuity for Life, and to charge it upon Lands in England within a Year.*

KNOW all Men by theſe preſents, that I *Anthony Acton* of, &c. Eſquire, am held and firmly bound unto *Barnaby Burch* of, &c. in the ſum of eight hundred pounds of lawful money of Great Britain, to be paid unto the ſaid *B. B.* or to his certain attorney, his executors, adminiſtrators or aſſigns, for which payment to be well and truly made I bind myſelf, my heirs, executors and adminiſtrators,

* By ſtatute 17th of George the Third, cap. 26, it is enacted, that a memorial of every deed, bond, judgment, or other aſſurance, whereby any annuity or rent-charge ſhall from and after the paſſing of that act be granted for one or more life or lives, or for any term of years, or greater eſtate determinable on one or more life or lives, ſhall within twenty days next after the execution of ſuch deed, bond, inſtrument, or other aſſurance, be inrolled in the High Court of Chancery; and that every ſuch memorial ſhall contain the day of the month and the year when the deed, bond, inſtrument, or other aſſurance bears date, and the name of all the parties, and for whom any of them are truſtees, and of all the witneſſes, and ſhall ſet forth the annual ſum or ſums to be paid, and the name of the perſon or perſons for whoſe life or lives the annuity is granted, and the conſideration or conſiderations of granting the ſame, otherwiſe every ſuch deed, bond, inſtrument, or other aſſurance, ſhall be null and void to all intents and purpoſes.

That before any judgment ſhall be entered of record upon any warrant of attorney for recovering any annuity, &c. already granted, and before execution ſhall be ſued out, &c. or any judgment already entered, &c. a memorial ſhall be inrolled as aforeſaid.

That

niſtrators, and every of them firmly by theſe preſents, ſealed with my ſeal, dated this 30th day of September, in the nineteenth year of the reign of our Sovereign Lord King George the Third, and in the year of our Lord 1779.

Recital of the condition, mentioning the agreement.

**Whereas** the above named *B. B.* hath contracted and agreed with the above bounden *A. A.* for the purchaſe of one annuity, or clear yearly ſum of thirty pounds of lawful money of Great Britain, free from taxes and other deductions, during the life of him the ſaid *B. B.* for the ſum or price of three hundred and ſixty pounds of like lawful money, which ſaid ſum of three hundred and ſixty pounds he the ſaid *B. B.* hath paid unto the ſaid *A. A.* at or before the ſealing and delivery of the obligation above written, the receipt and payment whereof accordingly the ſaid *A. A.* doth hereby acknowledge. **Now the Condition** of this obligation is ſuch, that if the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *B. B.* and his aſſigns, during the term of his natural life, one annuity or clear yearly ſum of thirty pounds of lawful money of Great Britain, free from taxes and all other deductions whatſoever, at the four moſt uſual feaſts or days of payment in every year, *viz. &c.* by even and equal portions; the firſt payment thereof to begin and be made on the feaſt-day of the Nativity of our Lord Chriſt next enſuing the date of the obligation above written; **And alſo** if he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do within one year next enſuing the date of the obligation above written, at the requeſt of the ſaid *B. B.* legally and effectually ſecure the payment of the ſaid annuity in manner aforeſaid, by and out of freehold meſſuages, lands, tenements or hereditaments of him the ſaid *A. A.* in ſome convenient place in that part of Great Britain called England, of ſufficient value for that purpoſe, with proper power of entry and diſtreſs for recovering the ſame annuity in caſe of non-payment as aforeſaid, then the above written obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

The condition, to pay an annuity quarterly during the life of grantee,

and to ſecure it upon lands.

*(Horſeman.)*

*Condition of a Bond for the Fidelity of a Deputy of the Receiver General of a County.*

**Whereas** the above named *C. D.* being Receiver General of all ſuch ſum and ſums of money as are or ſhall be payable to his Majeſty, by or from the county of ——, as well by virtue of a certain act of parliament, intitled, "An Act for granting an aid to his Majeſty by a land tax, and to be raiſed in the year ——, as alſo by virtue of an act of parliament for granting ſeveral rates or duties upon houſes:" **And whereas** the ſaid *C. D.* at the inſtance and deſire of the above bound *A. B.* hath deputed and appointed him the ſaid *A. B.* to be one of his deputy Receivers, or Tellers, under him the ſaid *C. D.* for him and on his behalf to receive ſuch ſum and ſums of money as ſhall ariſe or be payable to his ſaid Majeſty by or from the ſaid county of —— by virtue of the ſaid recited acts of parliament, or either of them: **Now the Condition**, &c. that if the ſaid *A. B.* do and ſhall well and truly (upon the reaſonable requeſt of the ſaid *C. D.*) account with him the ſaid *C. D.* for all ſuch monies as he the ſaid *A. B.* ſhall or may receive from time to time, by virtue of ſuch deputation or appointment from him the ſaid *C. D.* and do and ſhall from time to time, and at all times during his employment under the ſaid *C. D.* well and truly pay or cauſe to be paid into the receipt of his Majeſty's Exchequer, or to ſuch other perſon or perſons, and in ſuch manner, as the ſaid *C. D.* ſhall direct and appoint, all and every ſuch ſum and ſums of money as he the ſaid *A. B.* ſhall or may receive, without any manner of deduction or abatement whatſoever; ſaving all accidental loſſes which may happen by caſual fire, or loſſes by robbery, in the conveyance of the ſaid money from place to place, into his ſaid Majeſty's receipt of Exchequer; **Then**, &c.

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That all future deeds, *&c.* for granting annuities, ſhall contain the conſideration (which ſhall be in money only) and the names of the parties in words at length.

That if any part of the conſideration ſhall be returned, or any notes ſhall not be paid when due, *&c.* or if the conſideration or any part of it is paid in goods, or if any part of the conſideration is reſtrained on pretence of anſwering future payments of annuity, or any other pretence, the perſon by whom the annuity is payable may apply to the court in which any action is brought, for payment of the annuity on judgment entered, by motion to ſtay proceedings, and the court may order the deed, *&c.* to be cancelled, and the judgment (if any has been entered) vacated.

That there ſhall be paid for the inrollment of every ſuch memorial one ſhilling, and no more, in caſe the ſame do not exceed two hundred words, but if more, then after the rate of ſix-pence for every hundred words, and the like fees for every certificate and copy given, and one ſhilling for every ſearch.

That all contracts for the purchaſe of annuities with any perſon under twenty-one years of age, ſhall be void.

That any perſon who ſhall procure or ſolicit any minor to grant any annuity, *&c.* ſhall be puniſhed by fine and impriſonment, *&c.*

That Solicitors, Scriveners, Brokers, and other perſons who ſhall take more than ten ſhillings *per* hundred pounds for procuring money for annuities, ſhall be puniſhed by fine and impriſonment, *&c.*

Not to extend to any annuity or rent charge given by will or marriage ſettlement, or for the advancement of a child, nor to any annuity or rent charge ſecured upon lands of equal or greater annual value, whereof the grantor was ſeized in fee-ſimple or in fee-tail in poſſeſſion at the time of the grant, or ſecured by the actual transfer of ſtock in any of the public funds, the dividends whereof are of equal or greater annual value than the annuity; nor to any voluntary annuity granted without regard to pecuniary conſideration; nor to any annuity or rent charge granted by any body corporate, or under any authority or truſt created by act of parliament; nor any annuity where the ſum to be paid does not exceed ten pounds annually, unleſs there be more than one ſuch laſt mentioned annuity from the ſame grantor, to or in truſt for the ſame perſon.

*Condition of a Bond to a Truſtee, for Payment of an Annuity to a Servant till ſhe married, and after Marriage to a Truſtee for her ſeparate Uſe during her Life.*

WHEREAS the above bounden *A. B.* hath, in conſideration of the faithful ſervice of *C. D.* &c. ſpinſter, agreed to ſettle on her, for her life, the annual ſum of thirty pounds as a recompence for ſuch her faithful ſervice. **Now the Condition** of the above written obligation is ſuch, That if the ſaid *A. B.* her heirs, executors and adminiſtrators, ſhall do and from henceforth yearly and every year during the natural life of the ſaid *C. D.* well and truly pay or cauſe to be paid unto the ſaid *C. D.* the annual ſum of thirty pounds of, *&c.* if ſhe ſhall continue ſole and unmarried; or in caſe the ſaid *C. D.* ſhall happen to marry, then and after ſuch marriage of the ſaid *C. D.* as aforeſaid, if the ſaid *A. B.* her heirs, executors or adminiſtrators, ſhall and do yearly and every year during the life of the ſaid *C. D.* well and truly pay or cauſe to be paid unto the above named *T. S.* his executors, adminiſtrators and aſſigns, the ſaid annual ſum of thirty pounds **In Truſt** for the ſole and ſeparate uſe and diſpoſal of the ſaid *C. D.* and wherewith no perſon, whom the ſaid *C. D.* ſhall marry, ſhall intermeddle, or have any power to diſpoſe of, forfeit or incumber the ſame; and the ſaid annual ſum of thirty pounds to be paid to the ſaid *C. D.* or her aſſigns until ſhe ſhall happen to marry, and in caſe ſhe ſhall happen to marry as aforeſaid, then to be paid to the ſaid *T. S.* in truſt for the ſeparate uſe and diſpoſal of the ſaid *C. D.* by four equal quarterly payments in the year, that is to ſay, at Midſummer, Michaelmas, Chriſtmas and Lady Day; the firſt payment thereof to be made on ſuch of the ſaid days of payment as ſhall firſt and next happen after the date of theſe preſents, and ſo continue and be made yearly and every year during the natural life of the ſaid *C. D.* without any deduction or abatement, for or by reaſon of any taxes, or other matter, cauſe or thing whatſoever; **Then** the above written obligation to be void and of no effect: **But** if there ſhall happen to be a failure in payment of the ſaid annual ſum of thirty pounds, or any part thereof, on any of the ſaid days whereon the ſame ought to be paid, as aforeſaid; **Then** and in ſuch caſe the ſaid obligation to be and remain in full force and virtue.

*Condition of a Bond to marry a Woman, or in Default thereof to pay a Sum of Money.*

**THE Condition**, &c. That if the above bounden *A. B.* do, on or before the ——— according to the Rites and Ceremonies of the Church of England, eſpouſe and marry *E. D.* daughter of the ſaid *C. D.* if the ſaid *E. D.* will thereunto aſſent, and the laws of this realm permit the ſame; or if it ſhall happen that the ſaid *A. B.* ſhall not marry and take to wife the ſaid *E. D.* as aforeſaid, if then the ſaid *A. B.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. D.* her executors, adminiſtrators or aſſigns, the ſum of, *&c.* on the —— next enſuing the ſaid —— day of ——— above mentioned and limited for the ſaid marriage; **Then**, &c.

*Condition of a Bond that the Purchaſer of a Leaſehold Intereſt ſhall quietly enjoy the Premiſes.*

**KNOW all Men**, &c.

The purchaſe recited.

**Whereas** the above named *C. C.* hath lately brought and purchaſed of and from the above bounden *A. A.* and *D. D.* of, *&c.* Eſquires. and *E.* wife of the ſaid *D. D.* for the ſum or price of five hundred pounds of lawful money of Great Britain, a certain meſſuage or tenement, and the ground whereon the ſame ſtands, with the appurtenances, ſituate on the weſt ſide of St. Martin's Lane, in the pariſh of St. Martin in the Fields, being the ninth meſſuage or tenement in the ſaid ſtreet, northward from the ſtreet called the Strand; which ſaid meſſuage or tenement and premiſes, with the appurtenances, are accordingly by indenture tripartite bearing even date with the obligation above written, and made, or mentioned to be made between the ſaid *A. A.* of the firſt part, the ſaid *D. D.* and *E.* his wife of the ſecond part, and the ſaid *C. C.* of the third part, aſſigned and conveyed by them the ſaid *A. A. D. D.* and *E.* his wife, unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, for a reſidue of a certain term of thirty-one years therein, which commenced at Midſummer 1769. **And whereas** at the time of making the ſaid purchaſe, it was agreed by and between the ſaid *A. A.* and *C. C.* that he the ſaid *A. A.* and the above bounden *B. B.* ſhould be bound for his the ſaid *C. C.* his executors, adminiſtrators and aſſigns, peaceable and quiet enjoying of the ſaid meſſuage or tenement and premiſes, with the appurtenances, during the now reſidue of the ſaid thirty-one years term, againſt them the ſaid *D. D.* and *E.* his wife, and each or either of them, or any other perſon or perſons lawfully claiming, or to claim from, by or under, or in truſt for them, or either of them, free from incumbrances. **Now the Condition** of this obligation is ſuch, that if the ſaid *C. C.* his executors, adminiſtrators and aſſigns, do and ſhall peaceably and quietly have, hold and enjoy the ſaid meſſuage or tenement and premiſes, and every part thereof, with the appurtenances, during the now reſidue of the ſaid term of thirty-one years therein, againſt them the ſaid *D. D.* and *E.* his wife, and each of them, their and each of their executors or adminiſtrators, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *A. A.* and *B. B.* their heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all eſtates, titles, troubles, charges and incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *D. D.* and *E.* his wife, or either of them, their or either of their heirs, executors or adminiſtrators, or by any other perſon or perſons lawfully claiming, or to claim any eſtate or intereſt, either in law or equity, of and in the ſame premiſes, or any part thereof, from, by or under, or in truſt for them, either or any of them; then the above written obligation to be void, *&c.*

and that it was agreed the co-obligers ſhould be bound.

The condition for quiet enjoyment againſt D. D. and his wife.

*Condi-*

*Condition of a Bond * to pay Mortgage Money, and perform the Covenants in a Mortgage.*

THE Condition, &c. That if the above bound *A.* his heirs, *&c.* do and ſhall well and truly pay, *&c.* unto the above named *B.* his executors, *&c.* the ſum of, *&c.* on, *&c.* according to the proviſo contained in certain indentures of releaſe or mortgage, bearing the date, *&c.* made, *&c.* between the ſaid *A.* of the one part, and the ſaid *B.* of the other part; And alſo if the ſaid *A.* his heirs, *&c.* do and ſhall well and truly obſerve, perform, fulfil and keep all and ſingular the covenants, *&c.* in the ſaid indentures of releaſe or mortgage mentioned and contained, which on the part and behalf of the ſaid *A.* his, *&c.* are and ought to be obſerved, performed, fulfilled and kept, and that in and by all things, according to the purport, intent and true meaning of the ſaid indentures; then, *&c.*

*(Horſeman.)*

*Condition of a Bond to produce a loſt Title-Deed when found; and if not found, then to indemnify a Purchaſer,* &c.

WHEREAS by indenture of aſſignment bearing even date with, and ſealed and delivered immediately before the executing hereof, and made between the above bound *J. L.* (by ſuch other addition as therein named) of the one part, and the above named *J. F.* of the other part, reciting (among other title deeds therein recited, relating to a meſſuage or tenement, ſituate, *&c.* late belonging to and in the poſſeſſion of the late Right Honourable the Lady Viſcounteſs *L.* and which by her laſt will and teſtament was given to the ſaid *J. L.* his executors and aſſigns) an indenture *quadrupartite*, bearing date on or about the ſaid 1ſt day of May, *&c.* and made or mentioned to be made between *R. T.* (by ſuch addition as therein mentioned) of the firſt part, *J. R.* (by ſuch addition as therein alſo mentioned) of the ſecond part, *A. T.* (by ſuch addition as therein likewiſe mentioned) of the third part, and *J. A.* ſon of the aforeſaid *J. A.* of the fourth part; whereby in conſideration of five ſhillings to the ſaid *R. T.* and of three hundred and eighteen pounds twelve ſhillings to the ſaid *J. A.* the elder, and two hundred and fifteen pounds twelve ſhillings to the ſaid *A. T.* paid by the ſaid *J. A.* the younger, the ſaid *J. A.* the elder, and *A. T.* (at the requeſt and by the direction of the ſaid *R. T.*) and alſo the ſaid *R. T.* did grant, ſell and aſſign unto the ſaid *J. A.* the younger, as well the therein before recited indenture of leaſe and indenture of aſſignment, as alſo the piece of ground, and the new meſſuages or tenements thereon erected, ſituate, *&c.* (whereof the ſaid meſſuage or tenement late in the poſſeſſion of the ſaid Viſcounteſs of L. was one of them) *To hold* the ſame to the ſaid *J. A.* the younger, his executors, adminiſtrators and aſſigns from thenceforth, for the then reſidue of a term of one thouſand years therein mentioned, *It is by the ſaid Indenture* of even date herewith *witneſſed*, and the ſaid *J. L.* for the conſideration therein mentioned, had abſolutely ſold and aſſigned unto the ſaid *J. H.* his executors, adminiſtrators and aſſigns, the ſaid meſſuage or tenement, with its appurtenances, ſituate in Golden Square aforeſaid, and late in the occupation of the ſaid Viſcounteſs L. *To hold* to him and them for the now reſidue of the ſaid term of nine hundred years, as by the ſame indenture may appear. And whereas the above recited indenture *quadrupartite* of the 1ſt of May, *&c.* being either loſt or miſlaid, and in regard the ſame relates to the title of the purchaſed premiſes, the ſaid *J. L.* previous to his executing the ſaid indenture of even date herewith, agreed to deliver to the ſaid *J. F.* his executors, adminiſtrators or aſſigns, the ſaid indenture quadrupartite, when found and come to his hands, and in the mean time to indemnify the ſaid *J. F.* from all perſons claiming under the ſame, in ſuch manner as herein after is mentioned: Now the Condition, &c. That if the ſaid *J. L.* his heirs, executors or adminiſtrators, ſhall and do deliver the ſaid indenture *quadrupartite* of the 1ſt of May, *&c.* when the ſame ſhall be by him or them found, whole and uncancelled, unto the ſaid *J. F.* his executors, adminiſtrators or aſſigns; and in caſe the ſame deed ſhall not be found and ſo delivered to the ſaid *J. F.* then and in ſuch caſe if he the ſaid *J. L.* his heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times, in the mean time well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *J. F.* his executors, adminiſtrators and aſſigns, and his and their real and perſonal eſtates, and alſo the ſaid meſſuage or tenement and premiſes, ſo to him and them now aſſigned as aforeſaid, of and from all actions, ſuits, coſts, charges, damages and expences whatſoever, which ſhall or may be brought or commenced againſt him or them by any perſon or perſons whomſoever, who ſhall or may claim the ſaid meſſuage or tenement and premiſes, by, from or under the ſaid indenture *quadrupartite*, and which the ſaid *J. F.* his executors, adminiſtrators or aſſigns, ſhall or may pay, expend, ſuſtain or be put unto in reſpect thereof; Then, &c.

*(Pigott.)*

*Condition of a Bond to perform Covenants.*

THE Condition of this obligation is ſuch, That if the above bounden *E. D.* her executors and adminiſtrators, do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the covenants, grants, articles, clauſes, proviſoes, payments, conditions and agreements whatſoever, which on the part and behalf of the ſaid *E. D.* her executors and adminiſtrators, are or ought to be obſerved, per-

* It is moſt adviſeable to give a common bond with a mortgage, and not a bond to perform covenants, for the reaſons aſſigned in the theoretical part of this work under the title MORTGAGE.

formed,

formed, fulfilled, accompliſhed, paid and kept, compriſed or mentioned in *one Pair of Indentures of Leaſe, (or other deed, as the caſe is)* bearing even date with theſe preſents, made or expreſſed to be made between the above-named *J. L.* of the one part, and the above bounden *E. D.* of the other part, in all things, according to the true intent and meaning of the ſame; Then, &c.

*Condition of a Bond given by the Purchaſer of a Leaſe to perform the Covenants in the Leaſe, and to ſave harmleſs the Repreſentatives of the firſt Aſſignee.*

Recital of the aſſignment to the former aſſignee.

KNOW all Men, &c. Whereas by indenture of aſſignment bearing date on or about the 10th dayof April 1766, and made, or mentioned to be made between *Abraham Adney* and *Bartholomew Adney* of London, Merchants, of the one part, and *Claude Collins*, Gentleman, ſince deceaſed, of the other part, A certain brick meſſuage or tenement with the appurtenances, in Great Kirby Street in the Pariſh of St. Andrew, Holborn, in the County of Middleſex, therein particularly deſcribed, was aſſigned unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, to hold to him and them for the reſidue of a certain term of fifty-eight years and one quarter of a year therein mentioned, which commenced or or about Midſummer 1764, at and under the yearly rent of four pounds, and ſo proportionably for the odd quarter, reſerved thereupon by the original indenture of leaſe therein recited and mentioned, bearing date on or about the 30th day of June 1764, and made, or mentioned to be made between *D. D.* Citizen and Goldſmith of London, and *E. E.* Citizen and Armourer of London, of the one part, and *A. A.* late father of the ſaid firſt named *A. A.* of the other part. And whereas the above named *F. F.* and *G.* his wife, and *H. C.* (they the ſaid *G.* and *H.* being executrixes of the laſt will and teſtament of *J. C.* widow, deceaſed, who was ſole executrix of *L. C.* Gentleman, her late huſband, alſo deceaſed, who was brother of the ſaid *G.* and *H.* and ſole executor of the ſaid *C. C.*) have by deed poll bearing even date with the obligation above written, and indorſed on the ſaid indenture of aſſignment, in conſideration of two hundred pounds therein mentioned to be paid to them by the above bounden *L. L.* aſſigned over the ſaid meſſuage or tenement and premiſes, and all their eſtate therein, unto the ſaid *L. L.* his executors, adminiſtrators and aſſigns, for all the now reſidue of the ſaid term of fifty-eight years and one quarter of a year, ſubject to the rents and covenants in the ſaid original indenture of leaſe reſerved and contained, and which from henceforth only on the tenant's or leſſee's part are or ought to be paid, done and performed, as by the ſaid indenture of aſſignment and deed poll, relation being thereunto had, may appear.

and of the aſſignment by his repreſentatives to the obliger in the bond.

The condition to perform covenants, &c. in the leaſe, and ſave harmleſs the obligees.

Now the Condition of this obligation is ſuch, that if the ſaid *L. L.* his executors, adminiſtrators and aſſigns, ſhall and do well and truly pay, perform, obſerve and keep all and every the rent and rents, covenants and agreements in the ſaid original indenture of leaſe reſerved and contained, which from henceforth on his and their part, or on the part and behalf of the tenant or leſſees of the ſaid meſſuage and premiſes, are or ought to be paid, performed, obſerved and kept in all things, according to the purport of the ſame indenture, and the ſaid indenture of aſſignment and deed poll thereupon indorſed; and ſhall and do ſave, defend and keep indemnified the ſaid *F. F.* and *G.* his wife, and *H. C.* and each and every of them, their and each and every of their heirs, executors and adminiſtrators, of and from the payment and performance thereof, and of and from all loſſes, coſts, damages and expences, which they or any of them ſhall or may ſuſtain or expend, by reaſon of the non-payment or non-performance thereof; then this obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*(Horſeman.)*

*Condition of a Bond to pay an annual Sum, &c. as a Reward for faithful Service.*

WHEREAS the above named *J. R.* was one of the valets de chambre to the late Duke of M. and attended him in his laſt ſickneſs, and the above bounden Ducheſs Dowager, out of the tender regard ſhe beareth to the memory of the ſaid Duke her late huſband, and in conſideration of ſuch the ſervice and attendance of the ſaid *J. R.* on the perſon of the ſaid late Duke as aforeſaid, hath reſolved to reward the ſaid *J. R.* and to give him, while he ſhall remain in her ſervice, the annual ſum of forty pounds of lawful money, over and above his ordinary wages; and if he ſhall depart out of her ſervice, to give him fifty pounds *per annum*, during the joint lives of the ſaid Ducheſs Dowager and the ſaid *J. R.* and that her executors or adminiſtrators ſhall pay him at her death (if the ſaid *J. R.* ſhall her ſurvive) five hundred pounds of like lawful money: Now the Condition of this obligation is ſuch, That if the above bounden *S.* Ducheſs Dowager of M. do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. R.* while he ſhall remain in her ſervice, the ſaid annual ſum of forty pounds of, &c. over and above his ordinary wages, by equal quarterly payments, at the four moſt uſual feaſts or days of payments in every year; and if he ſhall depart out of her ſervice, ſhall pay him the ſum of fifty pounds *per annum* of like lawful money during the joint lives of the ſaid Ducheſs Dowager and the ſaid *J. R.* quarterly, as aforeſaid; and if the executors or adminiſtrators of the above bounden Ducheſs Dowager ſhall at her death, in caſe the ſaid *J. R.* ſhall her ſurvive, pay or cauſe to be paid to him the ſaid *J. R.* or his aſſigns, the ſaid ſum of five hundred pounds of like lawful money; Then, &c.

*(Wood.)*

*Condition*

*Condition of a Bond from an intended Husband to one of the Trustees named in the Marriage Settlement, to permit him to retain in his Hands the intended Wife's Fortune, until the Settlement is perfected, notwithstanding they should be married before.*

WHEREAS by indentures *quadrupartite*, bearing date, &c. made, &c. reciting as, &c. in consideration of a marriage intended, &c. between the said *C.* and *D.* and of the sum of one thousand five hundred pounds, being the marriage portion of the said *D.* mentioned to be paid by the said *G.* on her behalf, and for a jointure for the said *D.* for her life, in case she should survive the said *C.* and for other considerations therein mentioned, the said *A.* and *C.* have assigned, or are to assign, unto the said *G. H.* and *J.* their executors, &c. **All that,** &c. and the said *A.* and *C.* and likewise the said *E.* and *F.* by their direction, have assigned or are to assign unto the said *G. H.* and *J.* their executors, &c. all, &c. ———; **And whereas** the time of commencement of the last mentioned lease is not, nor can yet be inserted in the recital thereof in the indentures *quadrupartite*, by reason whereof the several persons thereunto cannot yet duly seal and execute the said recited indentures, but the said marriage, at the request of the said *C.* is notwithstanding to be speedily solemnized: **And whereas** the said *C.* in consideration thereof, and as a security for his procuring all the said parties to the said recited indentures *quadrupartite*, duly to seal, execute and perfect the said indentures, hath agreed, and doth hereby agree with the said *G.* his executors, &c. that he and they may retain and keep in his and their hands the said sum of one thousand five hundred pounds, the marriage portion of the said *D.* until the said indentures *quadrupartite* shall be so duly executed and perfected by all the parties thereunto, notwithstanding the solemnization of the said intended marriage: **Now the Condition,** &c. That if the said recited indentures *quadrupartite* shall, on or before, &c. be signed, sealed and executed in due form of law, and in all respects perfected by all and every the parties thereunto; and one part thereof so duly sealed and executed, to be delivered unto the said *G.* for the use and benefit of the said *D.* And if the said *A.* and *C.* their executors, &c. shall and do permit and suffer the said *G.* his executors, &c. to retain and keep in his and their hands the said sum of one thousand five hundred pounds and the securities for the same, in the mean time and until the said indentures be so duly executed and delivered as aforesaid, without any let, suit, trouble, claim or demand, of or by the said *A.* and *C.* their executors, &c. or either of them, or any other person or persons by or through their or either of their means, privity or procurement; the said recited indentures, or any thing therein contained, or the solemnization of the said marriage, to the contrary notwithstanding; **Then,** &c.

*(Pigott.)*

*Condition of a Bond from a Mortgager to two Mortgagees on their discharging the Mortgage, on receiving only Part of the Mortgage Money, for the Payment of the Residue to the Uses in a Deed declared.*

KNOW all Men, &c.
**Whereas** the above bound *A.d* id heretofore by certain indentures of lease and release, in consideration of the sum of two hundred pounds therein mentioned to be paid him, convey and assure unto the above bound *B.* and *C.* **All that,** &c. one hundred pounds whereof is (by indenture *tripartite*, bearing date, &c. and made, &c. between the said *B.* and *C.* of the first part, *D.* of, &c. widow, (since deceased) and *C.* and *V.* of the second part, and the said *A.* of the third part) declared to be freely given by the said *D.* for the uses and purposes therein mentioned; **And** the said *A.* hath also paid to the aforesaid *C.* the other one hundred pounds of the said two hundred pounds, which by and according to the intent of the said indenture *tripartite* is declared to belong and is payable to her the said *C.* **And whereas** they the said *B.* and *C.* have, according to their power in that behalf provided, given and declared in and by the said indenture tripartite, agreed to accept of the said *A.*'s obligation, only, for securing the payment of the said other one hundred pounds of the said two hundred pounds so given by the said *D.* for the uses and purposes declared concerning the same in and by the said indentures tripartite, and have thereupon reconveyed the said premises to the said *A.* his heirs and assigns: **Now therefore the Condition,** &c. that if the said *A.* his heirs, do and shall well and truly pay, &c. unto the said *B.* and *C.* or either of them, their or either of their executors, &c. the said sum of one hundred pounds of, &c. with interest for the same after the rate, &c. on, &c. in trust, and for the use and purposes mentioned and declared concerning the same, in and by the said recited indenture *tripartite*; **Then** the above written obligation to be void, or else to be and remain in full force and virtue.

*(Wood.)*

*Condition of a Bond from the Husband to the Trustees in a Marriage Settlement, who advanced to him Part of the Money that was to be by them laid out in Lands.*

KNOW all Men, &c.
**Whereas** by indenture quadrupartite of release and settlement, dated the 31st day of July 1768, between, &c. made previous, and in order to the marriage of the above named *A. A.* with the said *B. B.* his now wife, the said *C. B.* did covenant to mortgage divers messuages, lands and hereditaments in Westminster, for securing the payment unto the said *D. D.* and *E. E.* their executors, administrators and assigns, of the sum of ten thousand pounds of lawful money of Great Britain, to be by them laid out in the purchase of lands or hereditaments, to be settled to the uses and purposes in the same indenture in that behalf mentioned, which mortgage was afterwards made by the said *C. B.* accordingly; Recital of the settlement

and of part paid by the lady's father, and part of that laid out.

accordingly; And the ſaid *C. B.* hath lately ſince paid in the ſum of ſix thouſand pounds, part of the ſum of ten thouſand pounds unto the ſaid truſtees, who have laid out five thouſand pounds, part thereof, in the purchaſe of lands and hereditaments, and which have been ſettled to the uſe and purpoſes in the ſaid recited indenture directed concerning the lands and hereditaments to be purchaſed with the ſaid ſum of ten thouſand pounds, and have agreed to advance and lend the ſum of one thouſand pounds (reſidue of the ſaid ſix thouſand pounds) unto the ſaid *A. A.* on his bond, until a convenient purchaſe can be found wherein to lay out the ſame. Now the Condition of this obligation is ſuch, that if the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *D. D.* and *E. E.* their executors, adminiſtrators and aſſigns, the ſum of one thouſand pounds of lawful money of Great Britain, on the 28th day of April next enſuing the date of the obligation above written, together with lawful intereſt for the ſame in the mean time, and until payment therof, to be by them the ſaid truſtees laid out and diſpoſed of for the purpoſes in the ſaid recited indenture directed, concerning the ſaid ſum of ten thouſand pounds and the intereſt thereof; then the above written obligation to be void, or elſe to remain in full force and virtue.

The condition.

*(Horſeman.)*

### *Condition of a Bond to convey an Eſtate at a Time to come free from Incumbrances, and in the mean Time, the Obligee to receive the Profits.*

The Condition of this obligation is ſuch, that if the above bound *A. B.* do and ſhall, upon and at the requeſt of the ſaid *C. D.* his heirs or aſſigns, on or before the — next enſuing the date above written obligation convey and aſſure, or cauſe to be well and ſufficiently conveyed and aſſured, unto the ſaid *C. D.* his heirs and aſſigns, or to ſuch other perſon and perſons, and his and their heirs, as the ſaid *C. D.* ſhall nominate and appoint, and to ſuch uſes as he ſhall direct, One Meſſuage or tenement, *&c.* ſituate ———, now in the poſſeſſion of ———, by ſuch conveyances and aſſurances in the law, as by the *C. D.* his heirs and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required, freed and diſcharged of and from all incumbrances whatſoever, except, *&c.* And alſo if the ſaid *A. B.* his, *&c.* and either of them, do and ſhall, until ſuch conveyance and aſſurance be made and executed as aforeſaid, permit and ſuffer the ſaid *C. D.* his heirs and aſſigns, peaceably and quietly to have, receive and take to his and their own proper uſe and uſes, the rents, iſſues and profits of all and ſingular the premiſes, and of every part and parcel thereof, without any manner of let, ſuit, trouble, diſturbance, hindrance or denial of the ſaid *A. B.* his, *&c.* or any of them, or of any other perſon or perſons whatſoever, by his or their, or any of their means, right, title or procurement; Then, &c. Or elſe, &c.

*(Wood.)*

### *To execute an Aſſignment.*

——— (*As in the laſt to the words*, date above written) ſeal and execute a good and ſufficient aſſignment in the law, of all ſuch eſtate and intereſt as he the ſaid *E. M.* now hath in the lands and tenements of ———, in ———, unto the above named *C. D.* his heirs or aſſigns, or to ſuch other perſon or perſons as the ſaid *C. D.* ſhall nominate and appoint, and to ſuch uſes as he ſhall direct; Then, &c. Or elſe, &c.

### *To ſeal and deliver the Counterpart of a Deed.*

——— Seal and ſubſcribe the counterpart of one deed indented, bearing date the ——— made between the above named *C. D.* of the one part, and the ſaid *A. B.* of the other part; and the ſame, ſo ſealed and ſubſcribed do, in the preſence of two or more credible witneſſes, deliver as his proper act and deed, To the only Uſe and Behoof of the ſaid *C. D.* Then, &c. Or elſe, *&c.*

### *Condition of a Bond from the Vender of Lands to a ſecond Purchaſer to ſave him harmleſs from the Portions of the Vender's Siſters charged by the Will of their Father.*

Recital of the will.

Know all Men, &c.
Whereas *A. A.* late of, *&c.* Eſquire, deceaſed, late father of the above bounden *A. A.* by his laſt will in writing, dated on or about the 10th day of June 1769, according to the power reſerved to him in and by the indenture of releaſe in his ſaid will recited, or referred to, did give unto his four daughters, *B. C. D.* and *E.* the ſum of one thouſand ſix hundred and ſixty pounds a-piece for their reſpective portions, to be paid at their reſpective days of marriage, and the yearly ſum of fifty pounds a-piece for their reſpective maintenances, until their ſaid portions ſhould become due and payable; and if any of his ſaid daughters ſhould die before her and their reſpective day and days of marriage, then he gave to each of his ſaid daughters as ſhould ſurvive, or any one of them, an additional portion of two hundred pounds, to make up her or their portion or portions one thouſand eight hundred and ſixty pounds at her or their reſpective day or days of marriage; and by a codicil (to his ſaid will) dated on or about the 8th day of June 1771, he the ſaid teſtator did give to his ſaid daughter *C.* the further ſum of two hundred pounds to make up her ſaid portion one thouſand eight hundred and ſixty pounds to be paid with the intereſt thereof, in ſuch manner as the ſaid one thouſand ſix hundred and ſixty pounds given her by

by his ſaid will was directed to be paid. **And whereas** the above named *F. F.* hath lately, for a valuable conſideration, bought and purchaſed to him and his heirs, of and from *G. G.* the manor of G. and H. in the ſaid county of K. and all other the manors, lands and hereditaments, late of the ſaid above bounden *A. A.* in the ſame county, which were charged with the aforeſaid portions and maintenances, and which were ſome years ſince ſold and conveyed by the ſaid laſt named *A. A.* unto the ſaid *G. G.* and his heirs. **Now the Condition** of the above written obligation is ſuch, that if the ſaid above bounden *A. A.* his heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *F. F.* his heirs, executors, adminiſtrators and aſſigns, and the ſaid manors, lands and hereditaments ſo by him purchaſed as aforeſaid, and every of them, and every part thereof, of, from and againſt all the ſaid portions and maintenances, and all arrears of ſuch maintenance, and every part thereof, and of, from and againſt all actions and ſuits at law or in equity, and all loſs, coſts, damages and expences which he, they, or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon, or on account of the ſame portions and maintenances, or arrears of maintenance, or any part thereof, or for or by reaſon, or on account of the non-payment thereof, or any part thereof, or otherwiſe in relation thereunto; then the ſaid obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

and of the ſale to the firſt and ſecond purchaſer.

The condition.

*(Newnam.)*

*Condition of a Bond for Security of an Annuity in Purſuance of an Article, by a third Perſon, for the abſolute Sale of a mortgaged Eſtate, wherein the Annuitant had a Jointure-Eſtate for Life.*

**WHEREAS** by certain articles of agreement indented, duly executed, bearing date the 4th day of this inſtant June, and made between *A.* of, *&c.* (for and on the behalf, and by the order, conſent and direction of the above named *B.* and *C.* and by ſuch deſcriptions and additions as therein mentioned) of the one part, and the above bound *A. B.* of the other part, *reciting* therein, *(among other things,)* a mortgage in fee made from *D.* Gentleman, deceaſed, (eldeſt ſon of the ſaid *B.* and eldeſt brother of the ſaid *C.*) to the ſaid *A. B.* and his heirs, of **All that** meſſuage, *&c.* ſituate, *&c.* for ſecuring the principal ſum of ——— and intereſt in manner as therein mentioned; and that there was due from the ſaid *D.* at the time of his death, to the ſaid *A. B.* for principal and intereſt ſecured by the ſaid mortgage, and for monies paid and diſburſed by him the ſaid *A. B.* on account, and for the uſe and order of the ſaid *D.* the ſum of four hundred and forty-five pounds, and further reciting, that the ſaid *B.* was ſeiſed of an eſtate for life in the ſaid mortgaged premiſes, and that the ſaid *C.* was heir at law thereto, and that they the ſaid *B.* and *C.* were willing to convey the ſame to the ſaid *A. B.* to the intent to make ſatisfaction for what was ſo due to him as aforeſaid; **It is witneſſed,** and the ſaid *A.* did thereby agree and covenant, (on the behalf of the ſaid *B.* and *C.*) that they the ſaid *B.* and *C.* (in conſideration of an annuity of ten pounds to be paid by the ſaid *A. B.* to the ſaid *B.* during her life, as therein and herein after is mentioned) ſhould before the — day of ——— then and now next, at the charge of the ſaid *A. B.* convey and aſſure unto the ſaid *A. B.* and his heirs the aforeſaid mortgaged hereditaments and premiſes; **And** he the ſaid *A. B.* did thereby covenant with the ſaid *A.* that he the ſaid *A. B.* ſhould enter into one bond on the penalty of two hundred pounds to the ſaid *B.* with condition thereunder written for true payment of one annuity of ten pounds *per annum*, by four equal quarterly payments, unto the ſaid *B.* and her aſſigns during her natural life, free and clear of and from all taxes, charges and deductions whatſoever, as by the ſaid in part recited articles, *&c.* **And whereas** by indenture of leaſe and releaſe (both executed immediately before theſe preſents) the leaſe bearing date the day next before the above obligation, and the releaſe being *tripartite* and bearing even date herewith, and made between the ſaid *B.* and *C.* of the firſt part, the ſaid *W.* of the ſecond part, (Note, *this* W. J. *is ſiſter and executrix of* D.) and the ſaid *A. B.* of the third part, (after reciting as therein is recited) *In conſideration* of the ſaid ſum of four hundred and forty-five pounds ſo due to the ſaid *A. B.* as aforeſaid, and for and in conſideration of this preſent bond, and other conſiderations therein mentioned, **They** the ſaid *B.* and *C.* (in purſuance of the ſaid articles) and ſhe the ſaid *W.* at their requeſt, and by their direction (teſtified as therein mentioned) *Did* abſolutely grant and releaſe *The* herein before mentioned meſſuage, *&c.* and all and ſingular the above mentioned mortgaged hereditaments and premiſes, with their appurtenances, unto and to the uſe of the ſaid *A. B.* and his heirs; *In conſideration* whereof the ſaid *A. B.* in purſuance of his covenant in the ſaid articles contained for that purpoſe, and in diſcharge thereof, agreed to give his bond for ſecuring payment of the ſaid annuity or yearly ſum of ten pounds to the ſaid *B.* and her aſſigns during her natural life, in ſuch manner as herein after is mentioned: **Now the Condition** of the above written obligation is ſuch, that if the ſaid *A. B.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B.* and her aſſigns during her life only, the ſaid annuity or yearly ſum of ten pounds of, *&c.* free and clear of and from all and all manner of taxes, charges and deductions whatſoever; the ſame to be paid yearly at, *&c.* on the four moſt uſual feaſts or quarter-days following, *viz.* Lady-day, *&c.* by four even and equal proportions; the firſt of which quarterly payments to begin and made at Lady-day now next enſuing, **Then** the above written obligation to be null, void and of no effect: But if default ſhall happen to be made in payment of the ſaid annuity on any of the ſaid quarterly payments by the ſpace of twenty days next after any of the ſaid quarter-days whereon the ſame ought to be paid as aforeſaid, (being lawfully demanded;) then and in any ſuch caſe the above written obligation ſhall be in full force and virtue.

Recitals, viz. The articles and agreements therein touching conveying, &c.

The leaſe and releaſe.

As to giving preſent bonds.

Condition. &c.

*(Lewis.)*

*Condition*

*Condition of a Bond to perform the Covenants in a Leaſe agreed to be executed, and to lay out Money (allowed) in Repairs.*

WHEREAS the above named *B.* hath agreed to let unto the above bound *A.* a Meſſuage, &c. ſituated, *&c.* for the term of ——— years from, *&c.* at and for the yearly rent of ——— pounds payable, *&c.* and a leaſe of the ſaid premiſes for the term and at the rent aforeſaid, and counterpart thereof is prepared and agreed to be executed by and between them the ſaid *B.* and *A.* And the ſaid *B.* hath further agreed to allow, lay out and beſtow the ſum of —— pounds for and towards the repairing of the ſaid demiſed houſe and premiſes, and making and repairing the fences thereof, which the ſaid *A.* hath agreed, and doth hereby agree and undertake to make and do for the ſaid —— pounds ſo and in ſuch manner as *C.* of, *&c.* ſhall direct: Now the Condition, &c. That if the ſaid *A.* his, *&c.* ſhall accordingly make and do all ſuch reparations and fences in and about the ſaid demiſed premiſes for laying out the ſaid —— pounds ſo and in ſuch manner as the ſaid *C.* ſhall direct; And alſo if the ſaid *A.* his, *&c.* ſhall and do, when the ſaid intended leaſe ſhall be executed by the ſaid *B.* his heirs or aſſigns, well and truly pay, perform, fulfil, obſerve and keep the rent, and all the covenants, clauſes, articles and agreements in the ſaid intended leaſe to be contained, which on the part and behalf of the ſaid *A.* his, *&c.* ſhall and ought to be paid, performed, fulfilled and kept; and that in and by all things, according to the true meaning of the ſaid indenture of leaſe, when executed as aforeſaid; Then, &c.

*Condition of a Bond from a Mortgager and his Friend, to pay Principal and Intereſt Monies to a Mortgagee, and alſo for the Mortgager's Performance of Covenants.*

WHEREAS the above named *C.* at the ſpecial inſtance and requeſt of the above bound *A.* hath agreed to advance and lend unto the ſaid *A.* the ſum of one hundred pounds, upon condition that he the above bound *B.* would become a ſurety with the ſaid *A.* for payment to the ſaid *C.* her executors, adminiſtrators and aſſigns, of the ſaid one hundred pounds and intereſt, and alſo to the performance of the covenants mentioned and contained in an indenture *tripartite* of mortgage, bearing even date with and executed immediately before theſe preſents, and made between the ſaid *A.* of the firſt part, *T. L.* of, *&c.* of the ſecond part, and the ſaid *C.* of the third part, in ſuch manner as herein after is mentioned: And whereas the ſaid *C.* on the date hereof, hath actually lent and paid to the ſaid *A.* the ſaid ſum of one hundred pounds: Now the Condition, &c. that if the ſaid *A.* and *B.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *C.* her executors, adminiſtrators or aſſigns, at or in, *&c.* the full ſum of one hundred and five pounds of, *&c.* in manner as follows, *viz.* The ſum of fifty ſhillings, part thereof, on the ——— next enſuing the day of the date hereof, and the ſum of one hundred and two pounds ten ſhillings reſidue and in full thereof, on the ——— day of ——— then next following, and which will be in the year, *&c.* without any deduction for taxes, or any other charges whatſoever, according to the true intent and meaning of the proviſo or condition in the ſurrender of mortgage contained for that purpoſe. And alſo if ſhe the ſaid *A.* her heirs, executors or adminiſtrators, *&c.* *(perform Covenants)* Then the above written obligation to be void, or elſe, *&c.*

*(Newnam.)*

*Condition of a Bond by a Friend of the Huſband to the Lady's Father, that the Truſtees in a Marriage Settlement ſhall allow of a Settlement made by the Huſband of Lands, in lieu of Part of the Portion which was to be inveſted in Lands, and of a further Payment made to the Huſband.*

Part of the ſettlement recited as to this matter,

KNOW all Men, &c.
Whereas by indenture dated on or about the 22d day of Auguſt 1769, the abovenamed *A. A.* previous to the marriage of his daughter *B.* with *C. C.* Eſquire, did mortgage divers meſſuages, lands and hereditaments in Dartford, in the county of Kent, unto *E. E.* and *F. F.* Eſquires, for a long term of years, ſubject to redemption on the ſaid *A. A.*'s payment to them of the principal ſum of ten thouſand pounds and intereſt for the ſame in manner therein mentioned, in truſt as to the ſaid ten thouſand pounds that the ſame ſhould be by the ſaid *E. E.* and *F. F.* or the ſurvivor of them, his executors or adminiſtrators, laid out in the purchaſe of lands or hereditaments, to be ſettled to the uſes in that behalf directed in the marriage ſettlement of the ſaid *C. C.* with the ſaid *B.* dated the day before the date of the ſame mortgage.

and that the huſband had ſettled ſome lands in lieu of part of the money paid him by the father, and that the father had paid him a further ſum, and that the truſtees are abſent.

And whereas the ſaid *C. C.* hath lately conveyed and ſettled divers lands, wood grounds and hereditaments, for and in lieu of ſix thouſand pounds, part of the ſaid ten thouſand pounds principal money, and the ſaid *A. A.* hath thereupon paid unto him the ſaid *C. C.* not only the ſaid ſum of ſix thouſand pounds as the purchaſe money for the ſaid ſettled premiſes, but alſo the further ſum of two thouſand pounds (in all the ſum of eight thouſand pounds) in part of the ſaid ten thouſand pounds ſecured by the ſaid mortgage, for which ſaid two thouſand pounds the ſaid *C. C.* is to give ſecurity to the ſaid *E. E.* and *F. F.* to repay the ſame to them for the purpoſes in his ſaid marriage ſettlement mentioned, concerning the ſaid ten thouſand pounds. But it is apprehended to be neceſſary for the ſecurity of the ſaid *A. A.* to have the conſent of the ſaid *E. E.* and *F. F.* for the payment of the ſaid ſix thouſand pounds to the ſaid *C. C.* and their receipt for the ſaid two thouſand pounds to be ſo ſecured to be repaid to them by the ſaid *C. C.* as aforeſaid; neither of which can at preſent be had or procured by reaſon of their diſtance from London.

The condition for their allowance,

Now the Condition of this obligation is ſuch, that if the ſaid *E. E.* and *F. F.* or the ſurvivor of them, do ſeal and execute one part of the ſettlement of the ſaid lands, wood grounds and hereditaments ſo conveyed and ſettled by the ſaid *C. C.* for and in lieu of the ſaid ſum of ſix thouſand pounds as aforeſaid, and ſign a receipt on the original

ginal or counterpart of the ſaid mortgage for the ſaid two thouſand pounds (and wherein the ſaid ſix thouſand pounds ſhall be acknowledged to be paid by the ſaid *A. A.* to the ſaid *C. C.* with the privity and conſent of the ſaid *E. E.* and *F. F.)* or if the above bounden *H. H.* his heirs, executors or adminiſtrators, ſhall and do ſave, defend, keep harmleſs and indemnify the ſaid *A. A.* his heirs, executors and adminiſtrators, and his and their lands and tenements, goods and chattels, of, from and againſt all loſs, coſts, charges, damages and expences, which he, they, or any of them, ſhall or may ſuſtain, expend, or be put unto for or by reaſon or means of his payment of the ſaid ſum of eight thouſand pounds unto the ſaid *C. C.* in the abſence of the ſaid *E. E.* and *F. F.* and without their having ſealed one part of the ſaid ſettlement made by the ſaid *C. C.* or having ſigned ſuch receipt as aforeſaid; **Then** this obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

or to ſave the father harmleſs.

*(Horſeman.)*

### *From an Under Sheriff to the High Sheriff.*

**The Condition** of this obligation, *&c.* That **Whereas** our Sovereign Lord *George* the Third, by the grace of God, *&c.* by his letters patent, bearing date, *&c. Did* appoint, nominate and make the above named *A. B.* High Sheriff of the county of G. which ſaid *A. B.* afterwards by his indenture bearing date, *&c. Did* depute, aſſign, conſtitute and ordain the above bound *C. D.* his Under Sheriff of the ſaid county of G. as in and by the ſaid indenture more fully and at large it doth and may appear: **If therefore** the ſaid *C. D.* the above bound *E. F.* and *H. J.* their heirs, executors and adminiſtrators, and every of them, do at all time and times hereafter ſave and keep harmleſs and indemnified as well the ſaid *A. B.* his heirs, executors, adminiſtrators and aſſigns, and every of them, as alſo the lands, tenements, hereditaments, goods and chattels of the ſaid *A. B.* of, for, touching and concerning the returns and executions of all ſuch proceſs, writs and warrants, of what nature ſoever they be, as are or ſhall be directed to the Sheriff of the ſaid county of G. and ſhall be brought and delivered, or offered to be delivered to the ſaid *C. D.* during the time that the ſaid *A. B.* ſhall be Sheriff of the ſaid counties, and of and from all iſſues, fines and amerciaments which ſhall happen to be impoſed or taxed upon the ſaid *A. B.* for and concerning the not executing, wrongful executing or detaining in his hands any writs, proceſs or warrants, and of, for and concerning all eſcapes of all and every perſon or perſons that ſhall be arreſted or apprehended by virtue of any ſuch proceſs, writ or warrant, during the time that the ſaid *A. B.* ſhall continue Sheriff of the ſaid county of G. and alſo if the ſaid *C. D. E. F.* and *H. J.* their heirs, executors and adminiſtrators, and every of them, ſhall ſave harmleſs and indemnified the ſaid *A. B.* and his heirs and aſſigns, and his and their lands, goods and chattels, of, for or concerning all ſuch account and accounts as the ſaid *A. B.* is or ſhall be charged with as Sheriff of the ſaid county of G. to our Sovereign Lord the King, his heirs or ſucceſſors, in any of his Majeſty's Courts, and of all ſums of money which ſhall be levied or received by the ſaid *C. D.* as Under Sheriff of the ſaid *A. B.* or any bailiff or other perſon, by the direction or aſſent of the ſaid *C. D.* to the uſe of our Sovereign the King, his heirs or ſucceſſors; **Then**, &c.

*(Wood.)*

### *Condition of a Bond for Payment of Money in a Mortgage by Surrender of Copyhold Lands.*

**Whereas** the above bounden *J. B.* hath the day of the date of theſe preſents ſurrendered into the hands of the lord of the manor of M. in the county of S. aforeſaid, **All thoſe** four acres of cuſtomary land, with the appurtenances, (be the ſame more or leſs,) heretofore in the occupation of *T. G.* and now in the poſſeſſion of the ſaid *J. B.* lying and being in the pariſhes of, *&c.* within the manor aforeſaid, **To the Uſe** and behoof of the above named *J. H.* and his heirs, according to the cuſtom of the ſaid manor, **Upon Condition nevertheleſs** to the effect following, (that is to ſay) **That** if the ſaid *J. B.* his heirs, executors or adminiſtrators, do well and truly pay or cauſe to be paid unto the ſaid *J. H.* his executors, adminiſtrators or aſſigns, the ſum of ſeventy-ſix pounds of, *&c.* on the days, and at the place and in ſuch manner, as in the ſame ſurrender is expreſſed, limited or appointed for the payment of the ſame; **Then** the ſaid ſurrender to be void, or elſe to remain in full force; as in and by the ſaid ſurrender, relation being thereunto had, may appear: **Now the Condition** of the above written obligation is ſuch, That if the ſaid *J. B.* at the time of paſſing and executing the ſaid ſurrender had full power and lawful authority to ſurrender the premiſes, and every part thereof, to the uſes, intents and purpoſes aforeſaid; and if the above mentioned to be ſurrendered premiſes, and every part thereof, with the appurtenances, at the time of paſſing and executing the ſaid ſurrender, are and be, and ſo do remain and continue free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all manner of former and other ſurrenders, forfeitures, leaſes, jointures, conditions, wills, intails, mortgages, eſtates, titles, troubles, charges, burthens and incumbrances whatſoever; and alſo if the ſaid *J. B.* his heirs, *&c.* do well and truly pay or cauſe to be paid unto the ſaid *J. H.* his heirs, *&c.* the ſaid ſum of ſeventy-ſix pounds of, *&c.* on the days, and at the place and in ſuch manner, as in the aforeſaid ſurrender is expreſſed, limited or appointed for the payment of the ſame, according to the true intent and meaning of the proviſo or condition in the ſame ſurrender contained or mentioned; **Then** the above written obligation to be void, or elſe to be and remain in full force and virtue.

*(Booth.)*

*Condition of a Bond from an Adminiſtratrix to indemnify one of her Securities to the Ordinary, on taking out Letters of Adminiſtration.*

WHEREAS the above named *J. G.* at the requeſt of the above bound *E. B.* and together with her and *R. A.* of, *&c.* became bound to the Judge of the Prerogative Court of Canterbury, in the penal ſum of fifteen thouſand pounds, with ſuch condition as is mentioned in the ſtatute for the better diſtributing inteſtate eſtates, as by the ſaid bond and condition may more fully appear: Now the Condition of this obligation is ſuch, that if the above bound *E. B.* her heirs, executors and adminiſtrators, ſhall and do from time to time, and at all times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the above named *J. G.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods and chattels, of, from and againſt all damages, coſts, charges and expences which ſhall be occaſioned by the ſaid *J. G.*'s entering into the ſaid bond, or otherwiſe relating thereto; Then, &c.

*Condition of a Bond by the Huſband who borrows the Money from the Truſtees in a Marriage Settlement, which was to be laid out in Land; being raiſed out of the Sale of his South Sea Stock.*

The ſettlement recited in part.

KNOW all Men, &c.
Whereas by indenture dated on or about the 28th day of June 1778, between the above bounden *A. A.* of the firſt part, *B. B.* Eſquire, ſince deceaſed, and *C.* the now wife of the ſaid *A. A.* by her then name of *C. B.* daughter of the ſaid *B. B.* of the ſecond part, and the above named *A. A.* and *D. B.* Eſquires, of the third part, in conſideration of the marriage then intended, and ſince had and ſolemnized between the ſaid *A. A.* and the ſaid *C.* his now wife, and for other the conſiderations therein mentioned, the ſaid *A. A.* did covenant to transfer to the ſaid *A. A.* and *D. B.* the ſum of twenty-five thouſand pounds South Sea ſtock as a ſecurity for raiſing the ſum of twenty-five thouſand pounds to be laid out in a purchaſe of manors, lands or tenements of inheritance in fee ſimple, to be ſettled to the uſes, and in manner in the ſame indenture in that behalf directed; In which ſaid indenture was contained a proviſo or power for the ſaid *A. A.* and *D. B.* Eſquires, with the conſent of the ſaid *A. A.* to ſell and diſpoſe of the ſaid ſtock, and to place out the ſaid ſum of twenty-five thouſand pounds to be raiſed thereby at intereſt in the names of the ſaid *A. A.* and *D. B.* Eſquires, their executors, adminiſtrators or aſſigns, upon ſecurities, at intereſt, till ſuch purchaſe ſhould be made as aforeſaid. And whereas the ſaid *A. A.* did accordingly, in purſuance of his ſaid covenant, ſo transfer the ſaid twenty-five thouſand pounds South Sea ſtock as aforeſaid, and the ſaid *A. A.* and *D. B.* did ſome time ſince ſell the ſame, with the conſent of the ſaid *A. A.* and retained in their hands the ſum of twenty-five thouſand pounds, (part of the monies ariſing by ſuch ſale) to be by them laid out for the purpoſe aforeſaid, and paid over the reſidue of the monies ariſing by ſuch ſale to him the ſaid *A. A.* which he doth hereby acknowledge. And whereas the ſaid ſum of twenty-five thouſand pounds ever ſince the ſame was raiſed as aforeſaid, hath been put out at intereſt in the names of the ſaid *A. A.* and *D. B.* and the ſame being lately paid in, the ſaid *A. A.* hath propoſed to borrow the ſame upon his bond, to which the ſaid *A. A.* and *D. B.* have agreed, and have accordingly lent and paid the ſame to him the ſaid *A. A.* on the day of the date hereof, the receipt whereof he doth hereby acknowledge. Now the Condition of this obligation is ſuch, that if the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *A. A.* and *D. B.* their executors, adminiſtrators or aſſigns, the full and juſt ſum of twenty-five thouſand pounds of lawful money of Great Britain upon the 25th day of June next enſuing the day of the date of the above written obligation, for the uſes and purpoſes in the ſaid recited indenture mentioned and directed concerning the ſame ſum; And alſo ſhall and do in the mean time, and until payment of the ſaid twenty-five thouſand pounds, pay, or cauſe to be paid intereſt for the ſame, at the rate of four pounds *per cent. per annum*, unto ſuch perſon or perſons as for the time being ſhall be legally intitled thereto, by virtue of the ſame indenture, without any deduction thereout, for taxes or otherwiſe howſoever; Then, &c.

containing a power to the truſtees to put money out, with the huſband's conſent, till a purchaſe could be had, and that the money was raiſed by ſale of South Sea ſtock.

and had been put out, and paid in.

The condition.

*(Horſeman.)*

*Condition of a Bond to indemnify and repay a Sum of Money paid by an Adminiſtrator to a Creditor in Caſe of Bankruptcy.*

WHEREAS *D.* late of, *&c.* by his note by him duly ſigned, dated, *&c.* did thereby promiſe to pay to the above bound *B.* or order, the ſeveral ſums of ——— and ——— (making together the ſum of one hundred and five pounds) for rent, ſhop and houſhold goods, at the time and in manner as therein mentioned, as by the ſaid note may appear: And whereas the ſaid *D.* ſoon after his giving the ſaid note died inteſtate, not having then paid to the ſaid *B.* or his order, any part of the monies ſecured to him and them by his ſaid note, although the ſame was before his death due and payable; and letters of adminiſtration of all and ſingular the goods and chattels of the ſaid *D.* having been duly granted to the above named *C.* out of the proper Eccleſiaſtical Court, he the ſaid *C.* as his adminiſtrator, became and now is liable to pay and diſcharge the ſaid note as far as the aſſets of the ſaid *D.* by him received will extend to pay and ſatisfy: And whereas the ſaid *B.* for one full and valuable conſideration to him actually paid by the above bound *A.* did aſſign unto her the ſaid *A.* and her aſſigns the ſaid note, and all monies thereby ſecured to him; and he the ſaid *C.* not paying the ſame, ſhe the ſaid *A.* on or about ——— term brought her action in his Majeſty's Court of K. B. at Weſtminſter againſt the ſaid *C.* for all the monies due upon the ſaid note: And whereas it being ſince fully made appear, that there are not aſſets of the ſaid *D.* near ſufficient to anſwer and pay to her the ſaid *A.* the ſaid ſum of ——— ſo due upon the ſaid note, ſhe the ſaid *A.* in conſideration of the ſum of fifteen pounds to be to her now paid by the ſaid *C.* hath agreed to accept of the ſame in full ſatisfaction and diſcharge of all monies due to her upon the ſaid note, and of all her charges and expences touching the ſame,

ſame, and that all proceedings at law concerning the ſame, ſhall from henceforth ceaſe and be finally determined, and that the ſaid note ſhall be by her delivered up to the ſaid *C.* In conſideration whereof he the ſaid *C.* immediately before the executing hereof, hath well and truly paid to her the ſaid *A.* the ſaid ſum of —— in full diſcharge of all ſuch monies ſo agreed to be paid to her in full diſcharge as aforeſaid, as by her receipt for the ſame, indorſed on the back of the ſaid note, may appear: **And whereas** the ſaid *B.* ſoon after his aſſigning of the ſaid note to the ſaid *A.* became inſolvent, and is now liable to a ſtatute of bankruptcy; and it being feared a commiſſion of bankruptcy may be taken out againſt him, and in caſe the ſame ſhall be ſo done, and the ſaid *B.* ſhall be found a bankrupt, he the ſaid *C.* is apprehenſive that he may be liable and obliged to pay the ſaid ſum of ——— over again to the aſſignees of the ſaid commiſſion; for which reaſon, and previous to his the ſaid *C.*'s now payment of the ſaid ſum of ——— to her the ſaid *A.* and in conſideration thereof ſhe the ſaid *A.* and alſo the ſaid *B.* propoſed and agreed with the ſaid *C.* to repay the ſame, and to indemnify him in caſe of ſuch bankruptcy found and repayment thereof as aforeſaid, in ſuch manner as herein after is in that behalf mentioned and expreſſed: **Now the Condition**, &c. That if a commiſſion of bankruptcy ſhall at any time within ——— now next enſuing be taken out againſt the ſaid *B.* upon account of any debts now due from him to any perſon or perſons whatſoever, and he the ſaid *B.* ſhall be found and proved a bankrupt thereon, and that the ſaid debt or ſum of ——— now paid by the ſaid *C.* to the ſaid *A.* (being part of the debts due from the eſtate late of the ſaid *D.* to the ſaid *B.* as aforeſaid) ſhall be aſſigned to the aſſignee or aſſigns of the ſaid commiſſion; and that in ſuch caſe he the ſaid *C.* (as adminiſtrator of the ſaid *D.*) his executors or adminiſtrators, ſhall be compelled or obliged to, and ſhall actually repay to ſuch aſſignee or aſſigns the ſaid ſum of ——— or any part thereof; **Then** and in ſuch caſe, if they the ſaid *A.* and *B.* or one of them, their or one of their heirs, executors or adminiſtrators, ſhall and do well and truly refund and repay unto the ſaid *C.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— or ſo much thereof as ſhall be by him or them ſo repaid to the aſſignee or aſſigns of ſuch commiſſion ſo taken out as aforeſaid, within ——— days next after his or their payment thereof: **And alſo** if they the ſaid *A.* and *B.* or one of them, their or one of their heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times from henceforth hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *C.* his heirs, executors and adminiſtrators, and his, their and every of their real and perſonal eſtate, of, from and againſt all and all manner of actions, ſuits, executions, coſts, charges, damages and expences whatſoever, which ſhall or may any ways ariſe, fall or happen to him, them or any of them, for or by reaſon or on account of his the ſaid *C.*'s payment of the ſaid ſum of ——— to her the ſaid *A.* as adminiſtratrix of the ſaid *D.* as aforeſaid; **Then**, &c.

(*Pigott.*)

*Condition of a Bond from a Perſon as Surety for a Leſſee who is beyond Sea, that as ſoon as he returns he ſhall execute a Counterpart of a Leaſe granted in his Abſence; and that in the mean Time the Surety ſhall pay the Rent, and perform the Covenant.*

**Whereas** the above named *A.* and *B.* have on, *&c.* duly executed to the uſe of *C.* of, *&c.* brother of the above named *D.* an indenture of leaſe under their hands and ſeals, bearing date, *&c.* of all that their, *&c.* for the term of —— years from, *&c.* at the yearly rent, *&c.* payable as therein is mentioned, as thereby, relation, *&c.* and have delivered the ſaid leaſe unto the ſaid *D.* for the uſe and on the behalf of his ſaid brother *C.* which ſaid *C.* is at preſent abroad beyond the ſeas, ſo that he cannot ſeal and execute the counterpart of the ſaid indenture of leaſe: **Now the Condition**, &c. that if the ſaid *C.* ſhall and do within ——— next after his return and arrival at L. in due form of law ſeal and execute unto or to the uſe of the ſaid *A.* and *B.* their heirs and aſſigns, the counterpart of the ſaid indenture of leaſe, and deliver the ſame ſo executed unto them, or ſome of them; and if in the mean time, and while and until the ſaid *C.* ſhall ſo return, and execute and deliver the counterpart of the ſaid leaſe, the ſaid yearly rent of ——— pounds reſerved and made payable by the ſaid indenture of leaſe, ſhall be duly paid by the ſaid *C.* his executors, *&c.* or ſome of them, according as the ſame is therein reſerved and made payable; and alſo in the mean time, until the ſaid *C.* ſhall ſo return, and execute and deliver the counterpart of the ſaid leaſe as aforeſaid, all the covenants, articles, clauſes and agreements contained in the ſaid indenture of leaſe, on the part and behalf of the ſaid *C.* his executors, *&c.* to be done and performed, ſhall be obſerved, kept and performed by the ſaid *C.* his executors, *&c.* or ſome of them, according to the true meaning of the ſaid indenture of leaſe, and of theſe preſents; **Then**, &c.

(*Wood.*)

*Condition of a Bond from a Truſtee to pay an Annuity for Life by Quarterly Payments, purſuant to the Directions of a Will.*

**Whereas** *A.* late of, *&c.* deceaſed, by his laſt will, *&c.* bearing date, *&c.* (amongſt other legacies) gave to the above bound *D.* his ſon, his, *&c.* the ſum of, *&c.* upon truſt to pay *B. C.* the yearly ſum of ——— pounds of, *&c.* by quarterly payments during her natural life; the firſt payment to be made, *&c.* and he did in and by his ſaid will deſire his ſaid ſon *D:* within, *&c.* after his deceaſe to give to his ſaid ſiſter a bond or obligation of the penalty of ——— pounds, conditioned for payment of the ſaid ſum of ——— pounds yearly to his ſaid ſiſter during her natural life; and in caſe he ſhould ſeal ſuch bond, then the ſaid *A.* the teſtator gave to his ſaid ſon *D.* the ſum of ——— pounds to be paid by his executors, and made his grandſon *E.* executor of his ſaid will, as thereby, relation, *&c.* **And whereas** the ſaid *A.* ſhortly after departed this life, and the ſaid *E.* the executor named in the ſaid will, refuſed to take upon him the execution thereof: **And whereas** adminiſtration, with the will annexed of the ſaid *A.* is ſince granted to *F.* the widow and relict of the ſaid *A.* and ſhe the ſaid *F.* in purſuance of the ſaid will of her ſaid late huſband,

husband, on the day of the date hereof, paid unto the said *D.* the said sum of ——— pounds of, *&c.* the receipt, *&c.* and he the said *D.* hath accepted the same, and doth hereby agree, in consideration thereof, to pay unto the said *B.* the said annuity or yearly sum of ——— pounds from the —— day of —— next ensuing the date hereof, for and during her natural life, by equal quarterly payments: **Now therefore the Condition,** &c. that if the said *D.* his heirs, *&c.* in performance and according to the true meaning of the said last will and testament of the said *A.* as aforesaid, do and shall well and truly pay, *&c.* or cause to be paid unto the said *B.* and her assigns, from the said —— day of —— next ensuing the date hereof, for and during the term of her natural life, the said annuity or yearly sum of —— pounds of, *&c.* by equal quarterly payment, in the year, (that is to say) on, *&c.* **Then,** &c. **But** if default, *&c.* of the said annuity, or any part thereof, on any of the said several days above mentioned, contrary, *&c.* **Then,** *&c.*

*Condition of a Bond from the Executrix of a Lessee of a House,* &c. *a Surety, to a Person who becomes Tenant at a lower Rent, that they will pay the Surplus or indemnify him.*

Recital of the original lease,

**Whereas** *A. A.* of, *&c.* Esquire, did, by his indenture of lease dated on or about the 24th day of November 1772, demise unto *B. B.* then of London, Merchant, (since deceased) a certain messuage or tenement, warehouses, yard, garden, rooms and appurtenances thereunto belonging, then in the actual possession of the said *B. B.* situate and being in Coleman-street, in the parish of Saint Stephen, Coleman-street, London, with their and every of their appurtenances; **To hold** unto the said *B. B.* his executors, administrators and assigns, from Michaelmas then last past, for the term of twenty-one years, at and under the yearly rent of sixty pounds, payable quarterly as therein is mentioned, as by the same indenture of lease may appear. **And whereas** the above bounden *A. B.* who is widow and relict, and also executrix of the last will and testament of the said *B. B.* and so thereby became intitled to the premises during the residue of the said term therein, hath by indenture of lease bearing even date with the obligation above written, demised the said messuage or tenement and premises, with the appurtenances, unto the above named *C. C.* to hold to him, his executors, administrators and assigns, from the feast of St. John the Baptist next ensuing the date of the same lease, for the term of thirteen years and one quarter of a year, at and under the yearly rent of fifty pounds for the first thirteen years of the said term, and at and under the rent of twelve pounds ten shillings for the last quarter of a year of the said term, payable as therein is mentioned, either to the said *A. B.* her executors, administrators and assigns, or unto the said *A. A.* his heirs and assigns, at the election of the said *C. C.* his executors, administrators or assigns, as by the said indenture of lease of even date herewith may appear; which said yearly rent of fifty pounds reserved in and by the said last mentioned lease, is as much as the said messuage and premises are at present worth to be let.

and of a demise at a less rent to the obligee;

and of an agreement to pay the surplus rent due to the first lessor, &c.

**And whereas** upon making of the said last mentioned indenture of lease, it was agreed between the said *A. B.* and *C. C.* that she the said *A. B.* should, during the said first thirteen years of the said term thereby leased, pay or cause to be paid unto the said *C. C.* his executors, administrators or assigns, the yearly sum of ten pounds of lawful money of Great Britain, by four equal quarterly payments, at the four most usual feasts or days of payment in every year, in order to make up the said yearly rent of fifty pounds thereby reserved the full yearly sum of sixty pounds, and so proportionably, and at that rate for the said last quarter of a year for the purpose aforesaid: to the intent that he the said *C. C.* his executors, administrators and assigns, should and might pay over the same unto the said *A. A.* his heirs and assigns, in full discharge and satisfaction of the said yearly rent of sixty pounds reserved on the said first mentioned lease as the same should from time to time grow due, or otherwise that the said *A. B.* should indemnify the said *C. C.* his executors, administrators and assigns therefrom.

The condition,

**Now the Condition** of this obligation is such, that if the said *A. B.* and the above bounden *D. B.* or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said *C. C.* his executors, administrators or assigns, yearly and every year, during the first thirteen years of the said term of thirteen years and one quarter of a year the yearly sum of ten pounds of lawful money of Great Britain, at the four most usual feasts or days of payment in every year, *viz.* the feast of, *&c.* by even and equal portions: the first payment thereof to commence on the feast-day of St. Michael the Archangel next ensuing the date of the obligation above written, and so proportionably, and at that rate for the said last quarter of a year of the same term, in order, and to the intent and purpose aforesaid; or otherwise, if they the said *A. B.* and *D. B.* or either of them, their or either of their heirs, executors or administrators, do and shall well and truly save, defend, keep harmless and indemnify the said *C. C.* his executors, administrators and assigns, and his, their and every of their lands and tenements, goods and chattels, of and from the payment of the said yearly sum of ten pounds part of the said yearly rent of sixty pounds *per annum*, reserved on the said first mentioned indenture of lease, every or any part thereof, and of and from the payment of the said proportionable part of the said yearly sum of ten pounds for the said last quarter of a year of the said last mentioned term, and of and from all loss, costs, charges, damages and expences, which he, they or any of them, shall or may sustain, expend, or be put unto, for or by reason of the non-payment thereof, or of any part thereof; then this present obligation to be void and of none effect, or else to be and remain in full force and virtue.

to pay the surplus rent to the obligee,

or to indemnify him.

*(Horseman.)*

*Condition*

*Condition of a Bond from a Legatee to an Adminiſtratrix (on paying a Legacy) to refund in Proportion if Debts appear.*

WHEREAS the above bound *A.* hath on, *&c.* had and received of the above named *B.* adminiſtratrix as above mentioned, the ſum of, *&c.* in full for, *&c.* which in and by the laſt will of the ſaid *C.* is bequeathed to and amongſt the ſaid *D.* now wife of the ſaid *A.* and other his children therein mentioned; and there is, or will be, a further ſum payable or belonging to the ſaid *D.* now wife of the ſaid *A.* for her part of other the eſtate of the ſaid *C.* according to his ſaid will: **Now the Condition**, &c. That if any debt or debts owing by the ſaid *C.* ſhall at any time or times hereafter be demanded, ſued for or recovered of or from the ſaid *B.* her executors or adminiſtrators, [*or otherwiſe appear to be juſtly due and owing by the ſaid C. wherewith ſhe or they ſhall be charged or chargeable*;] or if any coſts or damages ſhall be recovered of, or be ſuſtained by the ſaid *B.* her executors, *&c.* for or concerning any ſuch debt or debts owing by the ſaid *C.* or any action, ſuit or proceſs for or concerning the ſame, then and in ſuch caſe, and ſo often, if the ſaid *A.* his heirs, *&c.* ſhall and do refund and pay back to the ſaid *B.* her executors, *&c.* his or their rateable part and ſhare of all or any ſuch debt or debts which ſhall be ſo demanded, ſued for and recovered of and from the ſaid *B.* her executors, *&c.* or otherwiſe appear to be juſtly due and owing by the ſaid *C.* wherewith ſhe or they ſhall be charged or chargeable, towards the paying and ſatisfying any ſuch debt or debts, and alſo his and their like part of all coſts and damages which ſhall be recovered of or ſuſtained by the ſaid *B.* her executors, *&c.* for or concerning any ſuch debt or debts, or any action, ſuit or proceſs about the ſame; **Then**, &c. Condition.

*Condition of a Bond from Legatees to an Executor to refund ſo much of their reſpective Legacies paid them, as ſhall ſatisfy all ſuch Debts of the Teſtator as ſhall appear. Given to indemnify the Executor on his paying the Legacies, and taking a Releaſe for the ſame.*

WHEREAS, *&c.* (*Recitals, the ſame as in the above mentioned releaſe to*, Know ye) **Now the Condition**, &c. That if there ſhall happen to be any debt or debts of the ſaid *T. S.* the teſtator, deceaſed, that ſhall appear to be due to any perſon or perſons, or any other claim or demand on his ſaid eſtate not known or diſcovered, that then and in ſuch caſe, if they the ſaid *T. S. &c.* their and every or any of their heirs, *&c.* or ſome of them, do and ſhall, upon requeſt, well and truly pay, or cauſe to be paid and returned unto him the ſaid *J. B.* his executors, *&c.* ſo much of their ſaid ſeveral and reſpective parts and ſhares of the ſaid eſtate of the ſaid *T. S.* their late father, ſo by him the ſaid *J. B.* paid to them reſpectively, as aforeſaid, as ſhall pay and ſatisfy ſuch debt or debts, or any other coſts, charges, damages, expences, claims and demands, as ſhall at any time or times hereafter happen to appear to be due and owing from the ſaid *T. S.* deceaſed, or his eſtate, or for or by reaſon or means thereof, and alſo do and ſhall from time, *&c.* well, *&c.* and indemnified the ſaid *J. B.* his heirs, *&c.* and his and their lands, *&c.* of and from all ſuits, *&c.* which ſhall or may happen or ariſe for or by reaſon or means of his the ſaid *J. B.*'s paying them the ſaid *T. S. J. S. B. S. R. S.* and *S. S.* their or any of their reſpective parts and ſhares of their ſaid late father's eſtate, as aforeſaid, or otherwiſe howſoever, for or on account of the ſame in any manner of wiſe whatſoever; **Then**, &c.

*Condition of a Bond from a Truſtee to pay a Legacy on his Receipt thereof, to a Woman if living, and if dead, to be divided amongſt her Children.*

WHEREAS *F. B.* of, *&c.* in and by his laſt will and teſtament duly executed, bearing even date with the above written obligation, hath (amongſt other things) given unto the above bounden *E. W.* the ſum of three hundred pounds. **And whereas** the true intention of the ſaid *F. B.* in giving ſuch ſum or legacy of three hundred pounds unto the ſaid *E. W.* was on condition, and upon this ſpecial truſt in the ſaid *E. W.* repoſed, (which the ſaid *E. W.* doth hereby declare and acknowledge) that in caſe the ſaid *E. W.* his, *&c.* ſhall ever be intitled to the ſaid legacy or ſum of three hundred pounds, and ſhall have and receive the ſame, that then he or they ſhould forthwith, after ſuch his or their receipt thereof, pay unto the above named *A. W.* in caſe ſhe ſhall be then living, the ſum of two hundred pounds of lawful money (part of the ſaid three hundred pounds) and if it ſhould happen that ſhe the ſaid *A.* ſhould be then dead, then and in ſuch caſe, the ſaid two hundred pounds to be paid to all and every the child or children of her the ſaid *A.* which ſhould be living at the time of her death, in ſuch manner as herein after is mentioned: **Now the Condition** of the above written obligation is ſuch, that in caſe the above bound *E. W.* his heirs, executors, adminiſtrators or aſſigns, or any of them, ſhall be intitled to the ſaid legacy or further ſum of three hundred pounds, and ſhall have and receive the ſame, then if he the ſaid *E. W.* his executors, adminiſtrators or aſſigns, or any of them, ſhall and do forthwith after ſuch his or their receipt of the ſaid legacy or further ſum of three hundred pounds, pay, *&c.* unto her the ſaid *A. W.* (in caſe ſhe be then living) the ſaid ſum of two hundred pounds (part of the ſaid three hundred pounds) and in caſe of her death, do and ſhall pay the ſame ſum of two hundred pounds unto and amongſt all and every the child or children of the body of her the ſaid *A.* begotten or to be begotten, which ſhall be living at the time of the death of her the ſaid *A.* to be equally divided between or amongſt them, ſhare and ſhare alike, (if more than one ſuch child;) **Then** the above written obligation to be void, or elſe, *&c.*

*Condition of a Bond from a Father to the intended Huſband of his Daughter, for Payment of an additional Portion within ſix Months after his Death.*

KNOW all Men, &c.

Recital of the marriage agreement and ſettlement.

**Whereas** a marriage is intended to be ſhortly had and ſolemnized between the above named *A. A.* and *B. B.* ſpinſter, daughter of the above bounden *C. B.* **And whereas** in and by a certain indenture quadrupartite of releaſe and ſettlement bearing even date with the obligation above written, and made, or mentioned to be made between the ſaid *A. A.* of the firſt part, *D. D.* and *E. E.* Eſquires, of the ſecond part, *F. F.* and *G. B.* Eſquires, of the third part, and the ſaid *C. B.* and *B. B.* of the fourth part, in conſideration of the ſaid intended marriage, and for other the conſiderations in the ſame indenture mentioned, he the ſaid *C. B.* did covenant for himſelf, his heirs, executors and adminiſtrators, to and with the ſaid *A. A.* his executors and adminiſtrators, that in caſe the ſaid intended marriage ſhould take effect, the heirs, executors or adminiſtrators of him the ſaid *C. B.* ſhould and would, within the ſpace of ſix calendar months next after his deceaſe, well and truly pay, or cauſe to be paid unto the ſaid *A. A.* his executors or adminiſtrators, the further ſum of two thouſand ſix hundred pounds of lawful money of Great Britain (over and above the ſum of eight thouſand ſix hundred pounds therein before mentioned to be paid by the ſaid *C. B.* to the ſaid *A. A.)* as an addition to, and in full of the marriage portion of the ſaid *B. B.* and in order to compleat and make up the ſame the full ſum of eleven thouſand two hundred pounds, as by the ſaid indenture, relation being thereunto had, among other things therein contained, will more fully appear.

Condition of this bond.

**Now the Condition** of this obligation is ſuch, That in caſe the ſaid intended marriage take effect, and the heirs, executors or adminiſtrators of the ſaid *C. B.* ſhall and do within the ſpace of ſix calendar months next after his deceaſe well and truly pay, or cauſe to be paid unto the ſaid *A. A.* his executors or adminiſtrators, the full and juſt ſum of two thouſand ſix hundred pounds of lawful money of Great Britain, purſuant to, and in performance of the ſaid recited covenant in the ſaid indenture contained for that purpoſe, **Then** the above written obligation to be void, or elſe to be and remain in full force and virtue.

*(Newnam.)*

*Condition of a Bond to transfer Stock, according to the Directions of a Feme Covert, and to pay her the Dividends.*

**Whereas** the above bound *A.* hath before the day of the date thereof had and received of and from *B. C.* the wife of *C. C.* of, *&c.* the ſum of, *&c.* being her own proper money, with directions from the ſaid *B. C.* to lay out and purchaſe with the ſaid ſum, for her proper uſe and benefit, ——— pounds ſtock in the Bank of England; the receipt of which ſaid ſum the ſaid *A.* doth hereby acknowledge: **And whereas** the ſaid *A.* hath accordingly laid out the ſaid ſum of ——— pounds, and purchaſed therewith of *D.* and *E.* for the uſe and benefit of the ſaid *B. C.* ——— ſtock in the ſaid Bank of England, and ſo ſtands therein in the name of the ſaid *A.* which the ſaid *A.* doth hereby acknowledge to be in truſt for and belonging to the ſaid *B. C.* as aforeſaid: **Now the Condition,** *&c.* That if the ſaid *A.* his, *&c.* at the requeſt and charge of the ſaid *B. C.* whether ſhe ſhall be covert or ſole, her, *&c.* ſhall and do transfer the ſaid ſtock, or any part thereof, to her the ſaid *B. C.* her executors, *&c.* or to ſuch perſon or perſons as the ſaid *B. C.* whether covert or ſole, and notwithſtanding ſuch coverture, or her executors, *&c.* ſhall, by any writing or writings under her or their hands, order, direct and appoint; and ſhall and do in the mean time, and until the ſame ſhall be ſo transferred as aforeſaid, pay unto the ſaid *B. C.* her executors, *&c.* or permit her and them to have and receive to her and their own proper uſe and uſes, all ſuch dividends and profits which ſhall ariſe, grow due, be made and ordered, for and in reſpect of the ſaid ——— pounds ſtock, or any part thereof; **Then,** *&c.*

*(Lewis.)*

*Condition of a Bond to deliver up a Note to be cancelled when it ſhall be found, the Money being paid, and in the mean Time to indemnify the Drawers.*

**Whereas** the above named *A.* in the name of himſelf and *B.* gave a bill or note under his hand, dated, *&c.* for the ſum of ———, payable to *C.* which ſaid bill or note was delivered to the above bound *D.* and *E.* but is ſince loſt or miſlaid: **And whereas** the ſaid *A.* hath, at or before the ſealing and delivery hereof, paid unto the ſaid *D.* and *E.* the ſaid ſum of ——— due and payable on the ſaid bill or note, notwithſtanding the ſaid bill or note cannot be found to be delivered up, the receipt of which ſaid ſum the ſaid *D.* and *E.* do hereby acknowledge, and from the ſame, and every part thereof, and all actions, ſuits, and demands concerning the ſame, do acquit and diſcharge the ſaid *A.* and *B.* their, *&c.* for ever by theſe preſents: **Now the Condition,** &c. That if the ſaid *D.* and *E.* their, *&c.* do and ſhall deliver up the ſaid note, when it ſhall be found, to be cancelled; and until the ſame ſhall be ſo delivered up and cancelled, ſave and keep harmleſs and indemnified the ſaid *A.* and *B.* their, *&c.* and their and every of their lands, *&c.* of and from the ſaid bill or note, and the ſaid ſum of ——— therein mentioned, and of and from all actions, *&c.* which ſhall or may be brought, commenced, ſued, proſecuted, recovered or awarded againſt them, or either or any of them, or which they, either or any of them, may ſuſtain or be put unto by any perſon or perſons whatſoever, for, upon or concerning the ſaid bill or note, and the ſaid ſum of ——— therein mentioned, and which is ſo paid to the ſaid *D.* and *E.* as aforeſaid; **Then,** &c.

*(Williams.)*

*From*

*From a chief Mate of a Ship let by Charter Party, to perform Covenants, follow Orders, give up an Account and deliver up the Ship, and likewiſe for a ſecond Mate.*

WHEREAS, &c. As by, &c. *Relation*, &c. And whereas the above bounden *D.* is entertained and admitted to ſerve and go as firſt or ſecond mate of and in the ſaid ſhip during the ſaid intended voyage, and is to ſucceed the ſaid *A.* the preſent maſter of the ſaid ſhip, and to be and act as maſter thereof, in caſe of the deceaſe of the ſaid *A.* and the firſt or chief mate of the ſaid ſhip during the ſaid voyage; and in caſe of ſuch the deceaſe of the ſaid *A.* (and ——) he the ſaid *D.* hath agreed and promiſed to do and perform all matters relating to the ſaid ſhip and her intended voyage, as well which are mentioned and contained in the ſaid recited charter-party, as in any other writings or orders given by or under the hands of the ſaid *B.* and *C.* or other the part-owners of the ſaid ſhip, or by the ſaid company: Now therefore the Condition, &c. that if, during the ſaid intended voyage, the ſaid *A.* (and ——) ſhall happen to depart this life, and the ſaid *D.* ſhall him (them) ſurvive; that then and in ſuch caſe, he the ſaid *D.* ſhall and will accordingly take upon him the office, care and government of the ſaid ſhip as maſter thereof for the then reſidue of her ſaid intended voyage; and ſhall truly do and perform all the ſeveral covenants, articles, clauſes and agreements, which are mentioned and contained in the ſaid recited charter-party, relating to the ſaid ſhip and her ſaid intended voyage, and the cargo of —— and effects and produce thereof, as alſo all or any other matters or things whatſoever therein mentioned and contained by and on the part and behalf of the ſaid maſter to be performed in any manner of wiſe; And ſhall and do likewiſe obſerve and perform the orders, directions and inſtructions given as well by the part-owners of the ſaid ſhip as aforeſaid, or the major part of them and the ſaid company reſpectively relating to the ſaid premiſes, as far as may be or can; And alſo if the ſaid *D.* do and ſhall make and give a juſt and true account in writing of all monies, goods, effects, and other things whatſoever which he ſhall receive, or which ſhall be delivered or come to his charge, care, cuſtody or poſſeſſion, or wherewith he ſhall or ought to be charged or chargeable, and deliver the ſame to ſuch perſon or perſons to whom the ſame ſhall belong, or be ordered and conſigned, and acquit and diſcharge himſelf therefrom; and alſo ſhall and do (the perils and dangers of the ſeas, and other inevitable accidents excepted) deliver the actual poſſeſſion of the ſaid ſhip to *B. C.* and other the part-owners thereof, with all her appurtenances, ſtores and proviſion, and free of all debts and incumbrances by him the ſaid *D.* to be committed; Then, &c.

*(Wood.)*

*Condition of a Bond from a Grandmother of a Perſon choſen Clerk in the Transfer-Office of the South-Sea Company, to one who was bound with him to the Company for his duly accounting, &c. to indemnify the Surety.*

KNOW all Men, &c.

Whereas by one bond or obligation bearing even date with the obligation above written, the above named *Adam Aſh* (at the ſpecial inſtance and requeſt of the above bounden *Beatrix Bent* and *Cæſar Croſs*, her grandſon, who was then choſen a clerk in the Transfer-Office of the Governor and Company of Merchants of Great Britain trading to the South-Seas and other parts of America, and for encouraging the fiſhery) is become bound and obliged (together with the ſaid *Cæſar Croſs*) unto the ſaid Governor and Company in the penal ſum of three hundred pounds of lawful money of Great Britain, with condition there under written, to the effect following; (*that is to ſay*) that if the ſaid *Cæſar Croſs* did and ſhould, during ſuch time as he ſhould continue in the ſervive of the ſaid Company, well and faithfully execute the ſame, and alſo did and ſhould well and truly account for, pay and deliver unto the ſaid Governor and Company, and their ſucceſſors, or unto the Court of Directors of the ſaid Company for time being, or to any committee or committees thereof, or to ſuch perſon or perſons as by the ſaid Court of Directors, or any committee thereof, ſhould be directed or appointed to receive the ſame, all ſuch ſum and ſums of money, books, papers, writings, matters and things which he then had already received, or ſhould receive or be intruſted with, by, for or on account of the ſaid Governor and Company, or their ſucceſſors, or any Court or Courts of Directors of the ſaid Company, or any committee or committees thereof, or wherewith, or for which the ſaid Governor and Company, or their ſucceſſors could, ſhould or might be anſwerable or accountable, and ſhould not do any thing wilfully or knowingly to the prejudice or damage of the ſaid Governor and Company, or their ſucceſſors, but in all things behave and demean himſelf honeſtly and faithfully towards them; then the ſaid obligation to be void, or elſe to remain in full force and virtue, as by the ſaid recited obligation and condition thereof, relation being thereunto had, may appear. Now the Condition of this obligation is ſuch, that if the ſaid *Cæſar Croſs*, his heirs, executors and adminiſtrators, and every of them, ſhall and do in all things well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the articles, clauſes, payments, matters and things in the ſaid recited condition contained, on his and their parts to be paid, done and performed, according to the purport, true intent and meaning of the ſaid recited condition; And alſo if the ſaid *Beatrix Bent*, her heirs, executors and adminiſtrators, ſhall and do at all times hereafter ſave, defend and keep harmleſs, and indemnify the ſaid *Adam Aſh*, his heirs, executors and adminiſtrators, and every of them, and his and their land and tenements, goods and chattels, of, from and againſt the ſaid recited bond or obligation, and the condition thereof; and all and every breach, neglect or default in not performing, or not duly performing the ſame, and the ſeveral matters and things therein contained, or any of them, and all actions, ſuits, loſs, coſts, charges, damages and expences, for or by reaſon, or on account thereof; then this preſent obligation to be void, or elſe to be and remain in full force and virtue.

Recital of the bond to the South Sea Company,

and the condition thereof ſet out at large.

Condition of this bond, that the clerk ſhall perform,

and to indemnify the ſurety in the bond to the company.

*(Horſeman.)*

*Condition*

*Condition a of Bond to a Purchaſer for peaceable Enjoyment of Lands ſold by Leaſe and Releaſe.*

WHEREAS by indentures of leaſe and releaſe, the leaſe bearing date, *&c.* and the releaſe bearing date, *&c.* both of them made between the ſaid *A.* of the one part, and the above named *B.* of the other part, the ſaid *A.* for the conſideration therein mentioned, hath granted, *&c.* to the ſaid *B.* and to his heirs and aſſigns for ever, all that, *&c.* as by, *&c.* relation, *&c.* **Now the Condition**, &c. that if the ſaid *B.* his heirs and aſſigns, ſhall and do from time to time, and at all times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid ——— and all and ſingular other the premiſes in and by the ſaid recited indentures mentioned or intended to be granted, *&c.* with their and every of their appurtenances, and every part and parcel thereof, and receive and take the rents, iſſues and profits thereof, to his and their own uſe and benefit, without any let, ſuit, trouble, moleſtation, eviction, recovery, interruption, claim and demand whatſoever, of or by the ſaid *A.* his heirs or aſſigns, or any of them, or any claiming, or to claim under him or them, of or by any other perſon or perſons whatſoever, by any title prior to the title of the ſaid *A.* and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved and kept harmleſs and indemnified of and from all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, feoffments, forfeitures, jointures, dowers and titles of dower and thirds, uſes, truſts, wills, intails, and all other eſtates, charges, titles and incumbrances whatſoever, at any time heretofore had, made, committed, done or ſuffered by the ſaid *A.* or any other perſon or perſons whatſoever, by title prior to the right or title of the ſaid *A.* **Then**, &c.

*(Newnam.)*

*Bond for the executing the Office of a Gaoler.*

**THE Condition**, &c. That if the above bounden *A. B.* Gaoler to the ſaid Sheriff of the County of Y. do from time to time receive and take into his ward and cuſtody within the gaol of the caſtle of Y. in the county of Y. aforeſaid, all ſuch perſon and perſons, priſoner and priſoners, which ſhall be committed or ſent to the ſaid gaol, or any committed to the ward and cuſtody of the ſaid Gaoler by the ſaid Sheriff or his Deputy, or by any Juſtice or Juſtices of the Peace, or by any other having lawful authority to commit perſons or priſoners to the ſaid gaol; and the ſaid perſons and priſoners ſo committed as aforeſaid, do well and truly, duly and ſufficiently, by his own proper perſon, or by his ſufficient deputy or deputies, ſo keep, that the ſaid Sheriff, his heirs and executors, and all the lands, tenements, goods and chattels of the ſaid Sheriff, be ſaved harmleſs from all loſſes, penalties, amerciaments and damages whatſoever, as well againſt our Lord the King, as alſo againſt all other perſon and perſons of, for and concerning the cuſtody and keeping of the ſaid gaol and priſoners within the ſaid caſtle of Y. and likewiſe do diſcharge, ſave and keep harmleſs the ſaid Sheriff, his heirs and executors, and alſo all his lands, tenements, goods and chattels, from time to time, and all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, reprieves and felons, as of all other perſons now committed, for any contempts, condemnations, treſpaſſes or miſdemeanors, which may happen or chance hereafter to be committed to the ſaid gaol for any the cauſes aforeſaid, during the time the ſaid *C. D.* ſhall be Sheriff of the county of Y. and likewiſe the ſaid *A. B.* or any other by his conſent, privity or appointment, in any wiſe let to bail or mainprize any priſoner or priſoners to him committed as aforeſaid, not bailable by the law of the nation, without the ſpecial commandment or appointment of the ſaid Sheriff; and if the ſaid *A. B.* or his ſufficient deputy, be ready to give his attendance upon the ſaid Sheriff and his deputy at all times neceſſary and convenient, and all and every lawful thing and things that he ſhall be required to do by the ſaid Sheriff or his deputy touching or concerning the, *&c.* affairs and buſineſs wherewith the ſaid Sheriff is or ſhall be charged or employed in or about the keeping of the ſaid gaol or priſon, that then, *&c.*

*Condition of a Bond from a Truſtee to pay a weekly Sum to a Woman during her Life, whether Sole or Covert, purſuant to a Will.*

WHEREAS the above named *C.* by her laſt will, *&c.* bequeathed unto the above bound *A.* her kinſman, his, *&c.* the ſum of, *&c. Upon Truſt* and to the intent that he and they ſhould thereout weekly, and on the Monday in every week, during the natural life of her kinſwoman *E.* wife of *F.* pay to her the ſaid *E.* the ſum of four ſhillings of, *&c.* for her own particular uſe and maintenance, whether ſhe ſhould be covert or ſole; and notwithſtanding her preſent, or any other coverture, and without any intermeddling therein by her preſent or any other huſband; **And** did thereby order, that the receipts of the ſaid *E.* ſhould, notwithſtanding her preſent or any other coverture, be a ſufficient diſcharge for the ſame, and gave the reſidue of the ſaid ——— pounds and intereſt thereof, after payment of the ſaid weekly ſum of four ſhillings to the ſaid *E.* and the whole —— pounds and intereſt after her deceaſe, to the ſaid *A.* his executors, adminiſtrators and aſſigns, and appointed the above named *B.* executor of her ſaid will, and is ſince departed this life: **And whereas** the ſaid *B.* hath duly proved the ſaid will, and took upon himſelf the execution thereof: **And whereas** the ſaid *B.* hath, before the day of the date hereof, paid to the ſaid *A.* the ſaid ſum of ——— pounds ſo given and bequeathed to him by the ſaid will of the ſaid *C.* as aforeſaid, the receipt whereof the ſaid *A.* doth hereby acknowledge: **And whereas** the ſaid *A.* hath paid to the ſaid *E.* wife of the ſaid *F.* the ſaid weekly ſum of four ſhillings to the ——— in purſuance of the ſaid will of the ſaid *C.* **Now the Condition**, &c. that if the ſaid *A.* his executors and adminiſtrators, ſhall and do weekly, and on the Monday in every week ſucceſſively, during the natural life of the aforeſaid *E.* well and

and truly pay, or cauſe to be paid, unto her the ſaid *E.* the ſaid ſum of four ſhillings of lawful, *&c.* to and for her own particular uſe and maintenance, whether ſhe ſhall be covert or ſole, and notwithſtanding her preſent, or any other coverture, according to the true intent and meaning of the ſaid will of the ſaid *A.* deceaſed; Then, &c.

*(Jones.)*

*Condition of a Bond from the Uncle of an intended Huſband to ſettle or deviſe a reverſionary Eſtate on or to the Huſband and Wife and their Iſſue, in Manner mentioned in the Condition, or for Payment of a certain Sum of Money in lieu thereof.*

KNOW all Men, &c.

Whereas the above bounden *Arthur Allen* is ſeiſed of, or intitled to an eſtate of inheritance in fee-ſimple to him and his heirs, immediately expectant on the deceaſe of *Barbara Allen* his mother, of, in and to All that meſſuage or tenement, with the buildings, barns, ſtables, gardens, orchards, lands, tenements, meadows, paſtures, hereditaments and appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being in Chiſwick in the county of Middleſex, and now or late in the tenure, poſſeſſion or occupation of *Dudley Diggs*, his aſſigns, leſſees or under-tenants. And whereas a marriage is intended to be ſhortly had and ſolemnized between *Edward Eaſt* of, *&c.* (nephew of the ſaid *Arthur Allen)* and *Frances Field* Spinſter (daughter of *George Field* of, *&c.* Goldſmith). And whereas in conſideration of the natural love and affection which the ſaid *Arthur Allen* beareth to the ſaid *Edward Eaſt* his nephew, and for his better advancement and preferment in the world, and in proſpect and conſideration of the ſaid intended marriage, and of the portion which the ſaid *Edward Eaſt* is to have and receive on his intermarriage with the ſaid *Frances* his intended wife, the ſaid *Arthur Allen* hath promiſed and agreed to ſettle and convey, or give and deviſe the ſaid meſſuage, lands, hereditaments and premiſes, ſo and in ſuch ſort as that the ſame, in caſe the ſaid intended marriage take effect, ſhall from after the deceaſe of the ſurvivor of them the ſaid *Barbara Allen* and *Arthur Allen*, be, go and remain to and for the benefit of the ſaid *Edward Eaſt* and *Frances* his intended wife, and the child or children and iſſue between them to be begotten, in ſuch manner, and for ſuch eſtates as are herein after in that behalf mentioned, with the laſt remainder in fee to the ſaid *Edward Eaſt* and his heirs, or that in lieu thereof the heirs, executors or adminiſtrators of him the ſaid *Arthur Allen*, ſhall within two calendar months next after the deceaſe of the ſurvivor of them the ſaid *Barbara* and *Arthur Allen*, pay the ſum of five thouſand pounds of lawful money of Great Britain, in ſuch manner, and for ſuch purpoſes as are herein after mentioned concerning the ſame. Now the Condition of this obligation is ſuch, That in caſe the ſaid *Arthur Allen* ſhall and do ſome time after the ſolemnization of the ſaid intended marriage, and during his natural life, by ſome good and ſufficient conveyance and aſſurance in the law, legally and effectually ſettle, convey and aſſure, or otherwiſe, by his laſt will and teſtament in writing to be by him duly ſigned, publiſhed and declared in the preſence of three or more credible witneſſes, give and deviſe the ſaid meſſuage or tenement, lands, hereditaments and premiſes, with their appurtenances, free from all incumbrances (other than the rent or rents and ſervices to be due to the lord or lords of whom the ſaid premiſes are or may be held) ſo, and in ſuch manner and ſort as that the ſame premiſes, and every part thereof, ſhall from and after the deceaſe of the ſurvivor of them the ſaid *Barbara* and *Arthur Allen*, be, go and remain to the uſes, and in manner herein after mentioned, or as near thereto as may be, and the deaths of perſons will admit; *(that is to ſay)* To the Uſe of the ſaid *Edward Eaſt* for the term of his natural life, without impeachment of waſte, with due proviſion for ſupporting and preſerving, during his life, the contingent uſes and eſtates herein after mentioned, as in ſuch caſe is uſual, and from and after his deceaſe, to the uſe of the ſaid *Frances* his intended wife, for the term of her natural life, with power for them the ſaid *Edward Eaſt* and *Frances* his intended wife, during their reſpective lives, when in poſſeſſion of the ſaid premiſes, to leaſe the ſame for twenty-one years or under, at the improved rent, with ſuch reſtrictions and limitations as in ſuch caſes are uſual; And from and after the ſeveral deceaſes of them the ſaid *Edward Eaſt* and *Frances* his intended wife, and the deceaſe of the ſurvivor of them, Then to the Uſe of all and every the children of the ſaid *Edward Eaſt* on the body of the ſaid *Frances* his intended wife to be gotten, or of ſuch one or more of them, and for ſuch eſtate and eſtates, and in ſuch parts and proportions, manner and form as the ſaid *Edward Eaſt* and *Frances* his intended wife ſhall at any time or times during their joint lives, by any writing or writings under both their hands and ſeals, atteſted by two or more credible witneſſes, direct, limit or appoint; And in Default thereof, Then as the ſurvivor of them the ſaid *Edward Eaſt* and *Frances* his intended wife, by any writing or writings under his or her hand and ſeal, atteſted as aforeſaid, or by his or her laſt will and teſtament in writing to be by him or her ſigned, publiſhed and declared in the preſence of three or more credible witneſſes, ſhall from time to time direct, limi or appoitnt; And in Default of all ſuch direction, limitation and appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as eſtates and intereſts thereby limited ſhall reſpectively end and determine, Then to the Uſe of all and every the child and children of the ſaid *Edward Eaſt* on the body of the ſaid *Frances* his intended wife to be begotten, to be equally divided between them (if more than one) ſhare and ſhare alike, to take as tenants in common and not as joint-tenants, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch child and children; And if one or more of ſuch children ſhall happen to die without iſſue of his, her or their body or bodies, then as to the ſhare or ſhares of him, her or them ſo dying without iſſue, to the uſe of the ſurvivor or ſurvivors, or others or other of them, ſhare and ſhare alike, to take as tenants in common and not as joint-tenants, and of the ſeveral and reſpective heirs of the body and bodies of ſuch ſurvivors or ſurvivor, others or other of them; And if all ſuch children but one ſhall die without iſſue of their bodies, or if there ſhall be but one ſuch child, then to the uſe of ſuch ſurviving or only child, and of the heirs of his or her body; And for Default of all ſuch iſſue, Then to the Uſe of the ſaid *Edward Eaſt*, his heirs and aſſigns for ever; Or in caſe no ſuch ſettlement, conveyance, gift or deviſe ſhall be made by the ſaid *Arthur Allen*, of the ſaid meſſuage, lands, hereditaments and premiſes as aforeſaid, then in caſe the heirs, executors or adminiſtrators of him the ſaid *Arthur Allen* ſhall and do in lieu thereof, within the ſpace of two calendar months next after the deceaſe of the ſurvivor of them the ſaid *Barbara Allen* and *Arthur Allen*, well

The obligor's title recited,

and the marriage intended,

and the uncle's agreement to ſettle or deviſe,

The condition, containing the uſes of the ſettlement, or deviſe to be made.

Uſes.

and truly pay, or cauſe to be paid unto them the ſaid *George Field* and *Henry Hart*, or the ſurvivor of them, his executors or adminiſtrators, the ſum of five thouſand pounds of lawful money of Great Britain, Upon Truſt, to be by them the ſaid *George Field* and *Henry Hart*, or the ſurvivor of them, his executors or adminiſtrators, laid out and diſpoſed of, with the conſent and approbation of the ſaid *Edward Eaſt* and *Frances* his intended wife, or the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, in the purchaſe of freehold or copyhold meſſuages, lands, tenements or hereditaments of inheritance in poſſeſſion, to be ſettled to ſuch and the like uſes as are herein before mentioned, of and concerning the ſaid premiſes in Chiſwick aforeſaid, or as near thereto as may be, and the deaths of perſons, and the nature of the caſe will admit, then and in either of the ſaid caſes, and at all times from and after ſuch ſettlement, conveyance, gift or deviſe ſhall be made by the ſaid *Arthur Allen*, or that true payment ſhall be made of the ſaid ſum of five thouſand pounds in lieu thereof, as aforeſaid, this preſent obligation ſhall be void and of none effect, or elſe the ſame ſhall remain in full force and virtue.

*(Horſeman.)*

*To transfer back Eaſt India Stock lent, and pay Intereſt and Charges.*

WHEREAS the above bound *B.* hath on, *&c.* lent unto the above bound *A.* and transferred to him, or to ſome other perſon or perſons, at his requeſt, or by his order or direction, three hundred pounds, in the Capital Stock of the Engliſh Company of Merchants trading to the Eaſt Indies *(two hundred pounds of which ſaid Stock being in the ſaid Company, which is by agreement of the ſaid* A. *taken and valued at the rate or price of one hundred and nineteen pounds* per cent. *and the other one hundred pounds of the ſaid three hundred pounds Stock in the ſaid Company, being by the like agreement of the ſaid* A. *taken and valued at the rate or price of one hundred and twenty three pounds* per cent. *the ſum or value of which ſaid three hundred pounds Stock, at the rate aforeſaid, amounting together to,* &c.) In conſideration of which ſaid three hundred pounds ſtock ſo lent and transferred as aforeſaid, and for ſatisfaction to the ſaid *B.* for the ſame, the ſaid *A.* hath agreed to transfer to her on, *&c.* three hundred pounds in the capital ſtock of the ſaid Company; and hath alſo agreed, if the ſtock of the ſaid Company ſhall not then be valued or currently ſold at and for the ſum or price of one hundred and twenty-three pounds *per cent.* then he is to anſwer and make good to the ſaid *B.* in money what the ſaid three hundred pounds ſtock ſhall fall ſhort of that ſum or value; and if the ſaid ſtock ſhall then be, or be currently ſold for more than at and after the rate of one hundred and twenty-three pounds *per cent.* the ſaid *B.* is to have the benefit thereof, and is alſo to have intereſt for the ſaid three hundred and ſixty-five pounds in lieu of what intereſt or profits ſhall or may ariſe or become due in the mean time for the ſaid ſtock: Now the Condition, *&c.* That if the ſaid *A.* his, *&c.* ſhall and do on, *&c.* accordingly transfer unto the ſaid *B.* her executors, *&c.* or to ſuch other perſon or perſons as ſhe or they ſhall direct and appoint, three hundred pounds of and in the capital ſtock of the ſaid Company, for her or their proper uſe; and ſhall and do permit and ſuffer her and them to have and take the benefit of what the ſaid three hundred pounds ſtock ſhall then be valued at, or may be then currently ſold for, above the aforeſaid rate or price of one hundred and twenty-three pounds *per cent.* if it ſhall then be currently ſold at any greater price; and in caſe the ſaid Company ſhall on the ſtock of the ſaid —— day of —— now next be currently ſold under or for leſs than the ſaid rate of one hundred and twenty-three pounds *per cent.* then if the ſaid *A.* his heirs, *&c.* ſhall and do, on the day aforeſaid, pay and make good, or cauſe to be paid unto the ſaid *B.* her executors, *&c.* ſo much lawful, *&c.* as the ſaid three hundred pounds ſtock in the ſaid Company, ſo to be then transferred as aforeſaid, ſhall fall ſhort, or be then ſold under or for leſs than the ſaid rate of one hundred and twenty-three *per cent.* as aforeſaid; and likewiſe if the ſaid *A.* his heirs, *&c.* ſhall and do, at the time of transferring the ſaid ſtock to the ſaid *B.* her executors, *&c.* pay or cauſe to be paid, unto her or them, intereſt for the ſaid ſum of three hundred and ſixty-five pounds after the rate of ſix pounds *per cent. per annum*, from the date above written, until the time of his or their transferring thereof, as aforeſaid, in lieu of the intereſt or profit which ſhall or may in the mean time ariſe or become due for the ſaid ſtock, and ſhall alſo pay the charges of the ſaid tranfers, and of brokerage, for all the ſaid ſtock; Then, &c.

*(Wood.)*

*Condition of a Bond from a Tenant, that on a Rector's procuring the Conſent of the Biſhop of London, and the Draper's Company, to grant him a Leaſe of a Meſſuage,* &c. *he will pay a Fine and Charges, and ſeal a Counterpart.*

WHEREAS the above named *C. D.* hath agreed, with the conſent and confirmation of the Lord Biſhop of London, and the Maſter and Wardens, Brothers and Siſters of the guild or fraternity of the myſtery of Drapers, of the city of London, patrons of the pariſh church of St. M. in the city of London, when the ſame can be procured, to grant unto the above bound *A. B.* a leaſe of All that meſſuage, *&c.* for the term of forty years, from —— at the yearly rent of —— to be paid quarterly, and with, under and according to the ſeveral exceptions, covenants, proviſoes and agreements contained in an ingroſſment of the ſaid intended leaſe and counterpart thereof, approved of and for that purpoſe, ſigned by the ſaid *C. D.* and the ſaid *A. B.* which leaſe, when duly executed and confirmed as aforeſaid, the ſaid *A. B.* hath agreed to accept, and at the ſame time to pay to the ſaid *C. D.* to and for his own proper uſe, the ſum of —— pounds, and alſo to execute a counterpart thereof to the ſaid *C. D.* and hath alſo agreed to pay the charge of the confirmation of the ſaid leaſe, ſo as the ſame ſhall not exceed the ſum of —— pounds. Now the Condition, &c. that if upon delivery or tender made of the ſaid leaſe of the ſaid premiſes unto or for the ſaid *A. B.* his executors, *&c.* or ſome or one of them at ——, duly ſigned, ſealed and executed by the ſaid *C. D.* in the preſence of, and atteſted by two or more credible witneſſes, and confirmed as aforeſaid, the ſaid *A. B.* his heirs, *&c.* or ſome of them, ſhall and do accept thereof, and ſhall then

then alſo, and at the ſame time and place, pay, &c. unto the ſaid *C. D.* his, &c. the ſaid ſum of ——— and all ſuch charges as the procuring the confirmation of the ſaid leaſe ſhall amount unto, ſo as the ſame ſhall not exceed the ſum of ——— pounds, and ſhall then alſo ſeal and execute a counterpart of the ſaid leaſe to the ſaid *C. D.* Then, &c.

*(Phillips.)*

*Condition of a Bond from a Perſon who borrowed Bank Stock, to the Lender, to replace it within a certain Time, and make good the Dividends,* &c.

KNOW all Men, &c. Whereas the above named *Abel Aſton*, at the ſpecial inſtance and requeſt of the above bounden *Bryan Bennett*, and to ſerve his preſent occaſions, hath on the day of the date of the above written obligation, lent to him the ſaid *Bryan Bennett* two thouſand pounds preſent capital Bank ſtock or ſhare in the fund of the Governor and Company of the Bank of England, and hath accordingly transferred the ſame to him the ſaid *Bryan Bennett* in the transfer books of the ſaid Governor and Company, which he the ſaid *Bryan Bennett* doth hereby own and acknowledge, and as by the ſaid books of the ſaid Governor and Company, relation being thereunto had, may appear. And whereas previous to, and in conſideration of the ſaid loan and transfer of the ſaid two thouſand pounds to the ſaid *Bryan Bennett* by the ſaid *Abel Aſton* as aforeſaid, he the ſaid *Bryan Bennett* did promiſe and agree to and with the ſaid *Abel Aſton*, within the ſpace of ſix calendar months next enſuing the day of the date of the above written obligation, to transfer, or cauſe or procure to be transferred unto, and to the account of him the ſaid *Abel Aſton*, his executors or adminiſtrators, in the ſaid books of the ſaid Governor and Company of the ſaid Bank of England, two thouſand pounds like capital Bank ſtock or ſhare as aforeſaid, in the ſaid fund of the Governor and Company of the Bank of England, and likewiſe to pay, anſwer and make good unto him the ſaid *Abel Aſton*, his executors and adminiſtrators, all dividends, intereſt and produce, which in the mean time ſhall or may be paid, made or received, for, upon or on account of the ſaid two thouſand pounds ſtock ſo lent and transferred as aforeſaid, or which he the ſaid *Abel Aſton*, his executors or adminiſtrators, could have received, or would have been intitled unto in caſe the ſame two thouſand pounds ſtock had remained, continued and ſtanding in the ſaid books of the ſaid Governor and Company, in the name, and as the property of him the ſaid *Abel Aſton*, his executors and adminiſtrators. Now the Condition of the ſaid above written obligation is ſuch, that if the ſaid *Bryan Bennett*, his heirs, executors or adminiſtrators, ſhall and do at his and their own proper coſts and charges, on the next transfer-day for Bank ſtock, immediately preceding the expiration of ſix calendar months next enſuing the day of the date of the ſaid above written obligation, or at leaſt before the expiration of the ſaid ſix calendar months, well and truly transfer, cauſe or procure to be transferred and replaced unto, and to the account of him the ſaid *Abel Aſton*, his executors and adminiſtrators, in the ſaid books of the ſaid Governor and Company of the Bank of England two thouſand pounds like capital Bank ſtock or ſhare as aforeſaid, in the ſaid fund of the ſaid Governor and Company; And likewiſe ſhall and do anſwer, pay and make good unto him the ſaid *Abel Aſton*, his executors and adminiſtrators, all dividends, intereſt and produce, which in the mean time ſhall or may be paid, made or received, for or upon account of the ſaid two thouſand pounds ſtock ſo lent and transferred by the ſaid *Abel Aſton* to the ſaid *Bryan Bennett* as aforeſaid, or which he the ſaid *Abel Aſton*, his executors or adminiſtrators could have received, or would have been intitled unto, in caſe the ſame two thouſand pounds ſtock had remained and continued ſtanding in the ſaid books of the ſaid Governor and Company, in the name and as the property of him the ſaid *Abel Aſton*, his executors and adminiſtrators; then this preſent obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

Recital of the bank ſtock being lent by the obligee to the obligor,

an agreement to replace it, and make good the dividends, &c.

The condition.

*(Horſeman.)*

*Condition of a Bond from an Agent or Manager of the Works of a Colliery (to the Committee) to perform Orders,* &c. *to give an Account of all Monies received and paid, and pay the Ballance and deliver up all Books, Writings,* &c. *which ſhall have come to his Hands, to the ſaid Committee.*

WHEREAS *A.* of, &c. *B. C. D. E. F.* and *G.* of, &c. the preſent committee for the Pleſſy and Blythe undertaking, have, at the requeſt of the above bound *H.* agreed with and admitted him the ſaid *H.* to be agent or manager of the works or colliery of and belonging to the ſaid undertaking: Now the Condition, &c. that if the ſaid *H.* ſhall and do, ſo long as he ſhall be and continue in the management of the works and buſineſs of the ſaid undertaking, from time to time, obſerve and perform the orders and directions in writing, ſigned by and under the hands of the ſaid perſons being of the preſent committee, or of any other or ſucceeding committee for the ſaid undertaking, or any three of them, And alſo if the ſaid *H.* his executors and adminiſtrators, ſhall and do from time to time, upon requeſt, or within —— make, render and give unto the ſaid preſent committee, and any ſucceeding committee for the ſaid undertaking, juſt and true accounts in writing, of and concerning all monies which he ſhall from time to time receive and pay, for and upon account of the ſaid undertaking, and of all other matters and things relating thereunto, or about or concerning the management thereof, and of the affairs thereof; And alſo if the ſaid *H.* his executors and adminiſtrators, ſhall and do upon requeſt in that behalf in writing, by and from the preſent committee, or any ſucceeding committee for the ſaid undertaking, or any three of them, truly pay, or cauſe to be paid unto the ſaid committee,

committee, or any ſuch ſucceeding committee, all ſuch ſum and ſums of money, as upon the foot or balance of all or any ſuch acccount or acconts, ſhall appear to be due, owing or belonging to the ſaid proprietors of the ſaid undertaking, by or from the ſaid *H.* his executors or adminiſtrators, or for which he or they ſhall or ought to be charged or chargeable, and ſhall then alſo deliver up unto the ſaid committee, or any ſuch ſucceeding committee, or the above named ——— in truſt for the proprietors of and in the ſaid undertaking, all books of accounts, and other accounts, papers and writings whatſoever, relating or belonging unto the ſaid undertaking, which ſhall be then in his or their hands or cuſtody; Then, &c.

*(Jones.)*

*Condition of a Bond to deliver up a Bond loſt, as ſoon as found, and in the mean Time to indemnify the Obligor therefrom, he having given another Bond for the ſame Money.*

WHEREAS the above named *A.* by an obligation, *&c.* unto the above bound *B.* in, *&c.* conditioned for payment of, *&c.* And whereas the ſaid bond or obligation is loſt or miſlaid, ſo that the ſame cannot be found, but the ſaid principal ſum of ——— and intereſt thereof is ſtill due and unpaid: And whereas the ſaid *A.* hath, at or before the ſealing hereof, at the requeſt of the ſaid *B.* given her another bond or obligation, bearing date, *&c.* for the payment of the ſaid ſum of, *&c.* on, *&c.* being the ſame ſum of money for which the ſaid other bond was given, and is yet unpaid: Now the Condition, &c. is ſuch, that if the ſaid *B.* her heirs, executors and adminiſtrators, when and as ſoon as the ſaid firſt bond or obligation ſo given and entered into by the ſaid *A.* unto the ſaid *B.* as aforeſaid, ſhall be found, ſhall and do deliver the ſame unto the ſaid *A.* to be cancelled and made void: And do and ſhall at all times hereafter, until the ſaid bond ſhall be ſo delivered up and cancelled as aforeſaid, ſave and keep harmleſs and indemnified the ſaid *A.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels, and every of them, of and from the ſaid firſt recited or mentioned bond or obligation ſo entered into by the ſaid *A.* as aforeſaid, and from all actions, *&c.* recovered or awarded againſt him or them, or which he or they may ſuſtain or be put unto for or by reaſon thereof, in any manner of wiſe; Then this, &c.

*Condition of a Bond from a Father to give by Deed or Will to his youngeſt Son a third Part of his Eſtate at his Death,* &c.

WHEREAS the above bound *O. P.* has by his now wife *A.* three children now living, *viz. A. P. B. P.* and *C. P.* his youngeſt ſon, aged about —— years, and he the ſaid *O. P.* their father, having had great loſſes by bad debts in his trade, and the reſidue of his ſubſtance conſiſting chiefly in ſtock for carrying on the ſame for the maintenance of himſelf and family, and is not able to advance monies to place out his ſaid children to ſome trade or buſineſs, whereby to enable them to make a future ſupport for themſelves; in regard whereof, and out of love and kindneſs which the above named *X. Y.* hath for *C. P.* the youngeſt ſon of the ſaid *O. P.* he the ſaid *X. Y.* of his own free will, hath agreed to take the ſaid *C. P.* the ſon into his care and cuſtody, and at his charge to find him in cloathes and other neceſſaries, and to advance monies for the placing him out to ſome trade, buſineſs or employment, whereby he may be enabled to get his own living, and to advance himſelf in the world; *In Conſideration* whereof the ſaid *O. P.* the father, hath agreed, that immediately after his deceaſe the ſaid *C. P.* his ſon, his executors and adminiſtrators, ſhall be intitled to and have one full third part of all ſuch eſtate of what nature or kind ſoever, as he the ſaid *O. P.* the father ſhall die poſſeſſed of or any ways intitled unto; *Subject neverthelefs* to his wife's third part therein, in caſe ſhe him ſurvive and outlive; Now the Condition, &c. that if the ſaid *O. P.* the father, at any time before his death, by any deed or writing, or by his laſt will and teſtament in writing, to be by him duly executed, ſhall and do abſolutely give, deviſe and bequeath one full third part of all ſuch eſtate, of what nature or kind ſoever, as he the ſaid *O. P.* the father ſhall be poſſeſſed of or any ways intitled unto at the time of his death, (Subject nevertheleſs to his wife's third part therein, in caſe ſhe him ſurvive as aforeſaid) unto the ſaid *C. P.* his youngeſt ſon, if then living; but if dead, then the ſame to go to his executors and adminiſtrators, to and for his and their own uſe and benefit; Then the ſaid obligation to be void, Or elſe, &c.

*(Wood.)*

*Condition of a Bond by a Purchaſer of Lands, to pay a Sum of Money left in his Hands to indemnify him againſt additional Portions given upon a Contingency to the Siſters of the Vendor, in caſe the Contingency ſhall not happen.*

KNOW all Men, &c.

Whereas *A. A.* late of, *&c.* Eſquire, deceaſed, late father of the above named *A. A.* in and by his laſt will in writing, dated on or about the 6th day of June 1769, gave unto his four daughters, *B.* (ſince deceaſed) *C. D.* and *E.* the ſum of one thouſand pounds a-piece for their reſpective portions, to be paid at their reſpective days of marriage; and if any of his ſaid daughters ſhould die before her or their reſpective day or days of marriage, then he gave to each of his ſaid daughters as ſhould ſurvive, or any one of them, an additional portion of two hundred pounds, to make up her or their portion or portions one thouſand two hundred pounds at her or their reſpective day or days of marriage. And whereas the ſaid *C.* and *D.* are both of them yet ſole and unmarried. And whereas the above bounden *F. F.* Eſquire, hath lately, for a valuable conſideration, bought and purchaſed to him and his heirs, the manors of G. and H. in the ſaid county

county of K. and all other the manors, lands and hereditaments late of the ſaid *A. A.* the father, and *A. A.* the ſon, or either of them, in the ſaid county of K. which were charged with the ſaid original and additional portions. **And whereas** the ſaid *A. A.* the ſon hath depoſited and left in the hands of the ſaid *F. F.* the ſum of ſix hundred pounds (in part of the monies which were to be paid to the ſame *A. A.* on the aforeſaid purchaſe) in order thereby and thereout to indemnify the ſaid *F. F.* and the premiſes by him purchaſed as aforeſaid, from and againſt any ſuch additional portions or benefit as may happen to accrue or become due to any of them the ſaid *C. D.* and *E.* or any of their repreſentatives, in caſe either of them the ſaid *C.* and *D.* ſhall happen to die unmarried. **Now the Condition** of the above written obligation is ſuch, That in caſe any ſuch additional portion or portions, or benefit as aforeſaid, ſhall happen to accrue or become due by reaſon or means of the aforeſaid contingencies, then if the ſaid *F. F.* his heirs, executors or adminiſtrators, ſhall and do, by and out of the ſaid ſum of ſix hundred pounds pay, or cauſe to be paid ſuch ſum or ſums of money as ſhall accrue or become due by reaſon or means of ſuch contingency or contingencies as aforeſaid, as and when the ſame ſhall become payable; and the reſidue and overplus of the ſame ſix hundred pounds (if any) unto the ſaid *A. A.* the ſon, his executors, adminiſtrators or aſſigns, when and ſo ſoon as it ſhall appear what ſuch reſidue or overplus ſhall be, together with intereſt for the ſame ſix hundred pounds (or ſo much thereof as ſhall for the time being remain unpaid) in the mean time, and until payment thereof, after the rate of four pounds *per cent. per annum*; or in caſe no ſuch additional portion or portions, or benefit as aforeſaid ſhall happen, accrue or become due, then if the ſaid *F. F.* his heirs, executors or adminiſtrators, ſhall and do within the ſpace of three calendar months next after it ſhall appear that no ſuch additional portion or portions, or benefit as aforeſaid ſhall or may, or can happen, accrue, or become due, well and truly pay, or cauſe to be paid unto the ſaid *A. A.* the ſon, his executors, adminiſtrators or aſſigns, the ſaid whole ſum of ſix hundred pounds, together with intereſt for the ſame, at the rate aforeſaid, in the mean time and until payment thereof; **Then** and in either of the ſaid caſes, the ſaid obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

and of the depoſiting the money in his hands.

The condition,

*(Horſeman.)*

*Condition of a Bond to procure an Apprentice's Freedom.*

**The Condition**, &c. that if the above bound *A. B.* his heirs, executors or adminiſtrators, do and ſhall within ——— next after the end of the apprenticeſhip of *C. D.* upon the requeſt of the ſaid *C. D.* cauſe and procure the ſaid *C. D.* to be lawfully and according to the cuſtom of the city of L. admitted into the freedom of the ſaid city in the company of ——— ſo as the ſaid *C. D.* ſhall not be hindered thereof, by reaſon of any act or thing to be hereafter done by him the ſaid *A. B.* his, *&c.* **Then**, &c.

*Condition of a Bond from one of the Venders, that the Vendee ſhall peaceably enjoy the Vendor's Moiety, and receive the Profits, without the Interruption of his Wife*, &c. *as to Dower*, &c.

**Whereas** the above bound *A.* and *E.* his wife, have by indentures of leaſe and releaſe, the leaſe bearing date ——— and the releaſe bearing date the day above written, (with others in the ſaid indentures mentioned) granted, bargained, ſold, releaſed and confirmed unto the above named *D.* and to his heirs and aſſigns for ever, one full and equal moiety or half part of and in all that meſſuage, *&c.* ſituate, *&c.* therein particularly mentioned, as thereby, relation, *&c.* **Now the Condition**, &c. is ſuch, That if the ſaid *D.* his heirs and aſſigns, ſhall and do at all times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid one full and equal moiety or half part of the ſaid meſſuage and premiſes ſo conveyed as aforeſaid, and receive and take the rents, iſſues and profits thereof, without any let, ſuit, trouble, claim or demand, of or by the ſaid *E.* wife of the ſaid *A.* or any other perſon or perſons, by or through her means, act, privity, right of procurement, of, for or in reſpect of the dower or thirds, by the common law of England, or other right, claim or demand whatſoever, which the ſaid *E.* his wife ſhall or may have or claim of, in, to or out of all and ſingular the ſaid premiſes conveyed as aforeſaid; **Then**, &c.

*(Pigott.)*

*Condition of a Bond from the Aſſignor of a Bond for Payment of Money, to pay the Aſſignee the Money if the Obligor in the ſaid Bond does not.*

**Whereas** *A.* of, *&c.* by obligation under his hand, *&c.* ſtands bound unto the above bound *B.* in the ſum or penalty of, *&c.* conditioned to be void on payment of, *&c.* unto the ſaid *B.* his, *&c.* on, *&c.* **And whereas** the ſaid *B.* by writing under his hand and ſeal, bearing date with theſe preſents, in conſideration of, *&c.* hath aſſigned the ſaid bond and money therein mentioned, and thereon to grow due, and all his right, *&c.* unto the ſaid *C.* his, *&c.* to his and their own uſe and uſes, and hath thereby impowered him and them to receive the ſame accordingly, as by the ſaid recited bond in writing or aſſignment, relation, *&c.* **And whereas**, before and at the time of executing the ſaid recited writing, it was agreed between the ſaid parties, that the ſaid *B.* was to pay to make good, and accordingly he agrees to pay and make good, the ſaid ſum of ——— pounds mentioned in, and to grow due according to the condition of the ſaid recited obligation, with all further intereſt and charges for the ſame, in caſe the ſaid ſum ſhall not be duly paid by the ſaid *A.* his, *&c.* at the time when the ſame ſhall become due and ought to be paid as aforeſaid, notwithſtanding the ſaid aſſignment thereof as aforeſaid: **Now the Condition**, &c. that if the ſaid *B.* his heirs, *&c.* ſhall and do pay, or cauſe to be paid unto the ſaid *C.* his, *&c.* the ſaid ſum of ——— pounds, and all further intereſt and charges thereof, in caſe the ſame be not duly paid by the ſaid *A.* his heirs, *&c.* on, *&c.* according to and in diſcharge of the condition of the ſaid recited obligation, he the ſaid *C.* his, *&c.*

*&c.* upon ſuch payment thereof, re-aſſigning and delivering back the ſaid obligation from the ſaid *A.* to the ſaid *B.* ſafe and uncancelled, to be by him and them had and received to his and their own uſe, for and notwithſtanding any wilful act by him or them to be done to the contrary; Then, &c.

*(Wood.)*

*Condition of a Bond given after Marriage, to the Huſband, by the Lady's Father, that her God-mother ſhall leave her a certain Sum which ſhe promiſed previous to the Marriage for her Advancement, and in Augmentation of her Portion. This upon a Contingency.*

KNOW all Men, &c.

The promiſe recited. Whereas previous to the marriage of the above named *Abel Audley* with *Bridget* his now wife (ſecond daughter of the above bounden *Cæſar Chilton*) *Deborah Davis* of *Epping* in the county of *Eſſex*, ſpinſter, god-mother to the ſaid *Bridget*, as well for the love and affection which ſhe had for, and bore to her ſaid god-daughter; As alſo for her preferment in marriage, did promiſe to give at her death unto her ſaid god-daughter the ſum of two thouſand pounds in augmentation of her portion; And the ſaid *Cæſar Chilton*, as part of the ſaid agreement for the ſaid then intended marriage, Did promiſe and undertake to give ſecurity unto the ſaid *Abel Audley* for the payment of the ſame accordingly, but ſubject to the contingencies herein after in that behalf mentioned.

The condition. Now the Condition of the above written obligation is ſuch, That if the ſaid *Deborah Davis* in her life-time, or her executors or adminiſtrators, or the ſaid *Cæſar Chilton*, his executors or adminiſtrators, ſhall and do within the ſpace of ſix calendar months next after her deceaſe well and truly pay, or ſecure to be paid unto the ſaid *Abel Audley*, his executors, adminiſtrators or aſſigns, the ſum of two thouſand pounds of good and lawful money of Great Britain, without any delay, deduction, charge or other abatement whatſoever: Or if the ſaid *Bridget* (wife of the ſaid *Abel Audley*) ſhall happen to die before the ſaid *Deborah Davis*, and leave no child or children, or if ſhe leave any child or children, and all ſuch child or children ſhall happen to die before the ſaid *Deborah Davis*; then, and in every or any of the ſaid caſes the ſaid above written obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*(Horſeman.)*

*Condition of a Bond for an intended Huſband to pay Money on ſeveral Contingencies.*

WHEREAS a marriage is intended, *&c.* between the above named Sir *W. D.* and *A. W.* eldeſt daughter of the above bound *W. P. W.* Now the Condition, &c. that in caſe the ſaid *A. W.* or any iſſue male of her body begotten by the ſaid Sir *W. D.* her intended huſband, ſhall be living at the time of the death of the ſaid *W. P. W.* or in caſe the ſaid *A. W.* ſhall ſurvive the ſaid Sir *W. D.* and ſhall die in the life-time of the ſaid *W. P. W.* leaving one or more daughter or daughters of her body by the ſaid Sir *W. D.* living at the death of the ſaid *W. P. W.* that then and in either of the ſaid caſes, if the heirs, executors or adminiſtrators of the ſaid *W. P. W.* ſhall and do well and truly pay, or cauſe to be paid unto the above named *J. B.* and *C. M.* or the ſurvivor of them, his executors or adminiſtrators, the ſum of one thouſand pounds of, *&c.* within ſix calendar months next after the deceaſe of the ſaid *W. P. W.* to be applied for or towards the diſcharging of all the debts any ways affecting any part of the eſtate of the ſaid Sir *W. D.* ſettled by his marriage ſetlement, bearing even date with theſe preſents; and if there be no ſuch debts then remaining unpaid, or if there ſhall be a ſurplus of the ſaid one thouſand pounds beyond what will pay the ſaid debts, then the ſaid one thouſand pounds or the ſurplus thereof, beyond what will diſcharge the ſaid debts, to be paid to the ſaid Sir *W. D.* his executors or adminiſtrators; Then, &c.

*(Lilly.)*

*Condition of a Bond to the Sheriffs of London on a Perſon being made Serjeant at Mace.*

WHEREAS the * within bounden *R. Y.* is retained by the within named Sheriffs of London in the office of a Serjeant of Mace, from the day of the date within written incluſive until the feaſt of St. Michael the Archangel, which ſhall be in the year of Our Lord God 17— excluſive: Now the Condition of the obligation within written is ſuch, That if the ſaid *R. Y.* and his yeoman ſhall not permit any perſon or perſons by him or them taken in execution by the time aforeſaid, by virtue of any warrant to any of the Serjeants at Mace of the ſaid Sheriffs, by the ſaid Sheriffs directed to go at liberty out of their cuſtody, but the ſaid perſons, and every of them, ſhall ſafely and ſecurely keep, until the plaintiff named in ſuch execution ſhall ſeal and deliver a good and ſufficient releaſe of ſuch an execution to the uſe of the ſaid Sheriffs, or that the ſame perſon or perſons ſhall otherwiſe be diſcharged by due courſe of law, as the ſecondary ſhall direct, or ſhall commit the ſaid perſon or perſons to priſon within the ſaid city of London, under the cuſtody of the ſaid Sheriffs; And ſhall in no wiſe deliver or pay any ſum or ſums of money by him the ſaid *R. Y.* levied or ſeiſed, either to the plaintiff named in ſuch execution, or to any other perſon or perſons whatſoever, until ſuch plaintiff ſhall ſeal and deliver a good and ſufficient releaſe of ſuch execution to the uſe of the ſaid Sheriffs, or ſome other diſcharge, as the ſecondary ſhall direct or approve of;

* It was the antient cuſtom to write the obligation on one ſide, and the condition by indorſement on the other ſide, which cuſtom in ſome caſes is now obſerved; and the word *within* is here uſed inſtead of *above*.

And

And ſhall, upon all ſuch ſeiſure or ſeiſures by him to be made of any goods by virtue of any execution, take care that able and ſubſtantial men be made uſe of for appraiſers, and ſuch as are ſkilful in the commodities ſeiſed, and that of ſuch goods ſo ſeiſed he ſhall forthwith bring an inventory into the office; And alſo that the ſaid *R. Y.* after an arreſt made by him by virtue of any warrant upon any mean proceſs, ſhall at or before the return thereof bring the perſon or perſons arreſted by him to the ſaid office at the Compter to bail, whence ſuch warrant is granted, or for want thereof commit him to the proper priſon appointed for that purpoſe, or cauſe ſuch writ, in caſe of an agreement betwixt the parties plaintiff and defendant in ſuch writ named, to be withdrawn, or otherwiſe ſufficiently diſcharged, by allowance of the ſecondary: And alſo in caſe any writ or writs ſhall be brought to the ſaid office, either to the ſaid ſecondary or his clerk, againſt the ſaid *R. Y.* at the ſuit of any perſon or perſons whomſoever, that the ſaid *R. Y.* upon notice thereof, ſhall either give appearance or bail to ſuch writs as the nature of them ſhall require; And likewiſe that if the ſaid *R. Y.* and his yeoman ſhall well and faithfully ſerve the ſaid Sheriffs, and either of them, in their reſpective places during the time aforeſaid, and ſhall ſave harmleſs and indemnified the ſaid Sheriffs, and either of them, their heirs, executors, adminiſtrators, and every of them, as well againſt our Sovereign Lord the King, his heirs and ſucceſſors, as againſt any other perſon or perſons whomſoever, for or by reaſon of any execution or executions, eſcapes, or any other matter or thing whatſoever, which during the time aforeſaid ſhall be done and executed by the ſaid *R. Y.* or any his deputies or aſſigns, by reaſon or colour of his ſaid office, which he or they by virtue of his ſaid office ought to have done; and ſhall alſo during the ſaid time well and ſufficiently obſerve and fulfil all and every the commands of the ſaid Sheriffs, their Under-Sheriffs or ſecondaries, and thoſe deputed by the ſaid Sheriffs to execute their office of Sherivalty; Then the within written obligation to be void, Otherwiſe to be and remain in full force and virtue.

*(Wood.)*

*Condition of a Bond to inſure from Loſs by Fire.*

WHEREAS the above named *B.* being intereſted in certain meſſuages, ſituate in ———, the above bound *A.* in conſideration of the ſum of ——— to him paid at, &c. by the ſaid *B.* hath undertaken and agreed to bear, ſatisfy and make good unto the ſaid *B.* all ſuch loſs and damage which within ——— from the date hereof ſhall happen or come to the ſaid meſſuages, or any of them, by or by reaſon of fire, ſo far forth as ſhall concern one full fourth part of the value of the ſaid meſſuages, and loſs thereto happening, as the ſame ſhall be adjuſted, and ſo as ſuch loſs or damage ſhall not exceed the ſum or value of ——— Now, &c. That if the ſaid *A.* his executors, &c. ſhall and do at his and their own charge, bear, ſuſtain, pay, ſatisfy and make good unto the ſaid *B.* his executors, &c. all ſuch loſs and damage which within the ſaid ——— ſhall happen or come to the ſaid meſſuages, or any of them, ſo far forth as ſhall concern one fourth part of the value of the ſaid houſes, and loſs and damage thereunto happening, as the ſame ſhall be adjuſted, and ſo as ſuch loſs do not exceed the ſum or value of ——— according to the true meaning of the ſaid parties, and of theſe preſents; Then, &c.

*(Wood.)*

*Condition of a Bond to a Truſtee for a Woman, to pay her Intereſt for a Sum of Money during her Life, and after her Death to pay the Principal as ſhe ſhall appoint, or to her Executors or Adminiſtrators.*

KNOW all Men, &c.

Whereas the above named *Adam Allen* hath on the day of the date of the obligation above written paid into the hands of the above bounden *Bryan Birt* the ſum of one thouſand pounds of lawful money of Great Britain, the receipt whereof he doth hereby acknowledge. And whereas the ſaid ſum of one thouſand pounds was ſo paid by the ſaid *Adam Allen* to the ſaid *Bryan Birt*, which he the ſaid *Bryan Birt* is to retain in his hands during the life of the ſaid *Catherine Coates*, paying her intereſt for the ſame at the rate of five pounds *per cent. per annum* yearly, during her life, by equal half-yearly payments; And after her deceaſe, then the ſaid *Bryan Birt* is to pay the ſame unto ſuch perſon or perſons, and in ſuch parts and proportions, and at ſuch time or times as ſhe the ſaid *Catherine Coates*, by her deed or will in writing, executed in the preſence of two or more credible witneſſes, ſhall direct or appoint; And in Default of ſuch direction or appointment then to the executors or adminiſtrators of the ſaid *Catherine Coates*. Now the Condition of this obligation is ſuch, That if the ſaid *Bryan Birt*, his heirs, executors or adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Catherine Coates*, yearly and every year, during the term of her natural life, intereſt for the ſaid ſum of one thouſand pounds at the rate of five pounds *per cent. per annum*, by four equal quarterly payments, at the four moſt uſual feaſts or days of payment in every year; that is to ſay, the feaſts of the Nativity of St. John the Baptiſt, St. Michael the Archangel, the birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin Mary, by even and equal portions; the firſt payment thereof to begin and to be made on the feaſt-day of St. John the Baptiſt now next enſuing; And alſo if the ſaid *Bryan Birt*, his heirs, executors or adminiſtrators, do and ſhall after the deceaſe of the ſaid *Catherine Coates* pay, or cauſe to be paid the ſum of one thouſand pounds unto ſuch perſon or perſons, and at ſuch time or times, and in ſuch parts and proportions, manner and form as ſhe the ſaid *Catherine Coates* ſhall by any deed or writing under her hand and ſeal, executed in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, to be ſigned and publiſhed in the preſence of the like number of witneſſes, direct, limit, give or appoint the ſame; and for want of ſuch direction, limitation, gift or appointment, then if the ſaid *Bryan Birt*, his heirs, executors or adminiſtrators, do and ſhall pay, or cauſe to be paid the ſaid ſum of one thouſand pounds,

Recital of the obligor's having received the money.

The condition.

pounds, or ſo much thereof whereof no ſuch gift ſhall be made as aforeſaid, unto the executors or adminiſtrators of her the ſaid *Catherine Coates* within three calendar months next after her deceaſe; Then this obligation to be void, *&c.*

*(Horſeman.)*

*Condition of a Bond of Bottomry, either for a Debt or Money lent.*

WHEREAS the good ſhip or veſſel called the ———, burthen, *&c.* whereof ——— is Maſter, is now bound out, and forthwith to depart on a voyage to ———, and thence to ——— to end her voyage, [And whereas the above bound *A.* hath (on or before) the date thereof paid and lent unto the above bound *B.* the ſum of ——— of lawful, *&c.* *Or*, And whereas the above bound *B.* oweth and is indebted unto the above named *A.* on the day of the date above written, the ſum of ——— of lawful, *&c.* which ſaid ſum the ſaid *A.*] *Or*, And whereas *A.* has, at or before the ſealing and delivery hereof, ſold and delivered to *B.* a parcel of goods at the price of ——— *(And then after any of theſe comes in)* is contented to ſtand to and bear the hazard and adventure thereof on the hull or body of the ſaid ſhip during the ſaid voyage, ſo as the ſame do not exceed ——— calendar months, from ——— to be accounted: Now the Condition, &c. That if the ſaid ſhip ſhall and do accordingly proceed on her ſaid voyage to ——— and return and come to ——— * *without deviating therefrom, unleſs compelled thereunto by extremity of weather, or other caſualty.* And alſo if the above bound *B.* his heirs, executors or adminiſtrators, do and ſhall *(and ſometimes ſay,* in conſideration of the ſaid money ſo lent, *(or* goods ſo ſold) and the hazard and adventure thereof) well and truly pay or cauſe to be paid unto the ſaid *A.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— of lawful, *&c.* within ——— days next after the return and arrival of the ſaid ſhip from her ſaid intended voyage into ———, and there moored at anchor twenty-four hours in ſafety, or next after the end and expiration of the ſaid ——— calendar months, to be accounted as aforeſaid, which of them ſhall firſt happen, unleſs in the ſaid voyage, and before the end of the ſaid ——— months, an utter loſs of the ſaid ſhip by fire, enemies, men of war, or any other inevitable accident ſhall unavoidably happen, to be ſufficiently proved by the ſaid *B.* his heirs, executors or adminiſtrators; Then, &c.

*Another Form, for Twenty Months certain and Sixteen Months uncertain, common for India.*

THE Condition, &c. That if the good ſhip or veſſel called the ———, burthen about ———, now, *&c.* whereof ——— is Maſter *(or* Commander) ſhall and do with all convenient ſpeed proceed and ſail from and out of ——— on a voyage to any ports or places in Eaſt-India and China, or elſewhere beyond the Cape of Good Hope, and from thence to ſail, return and come back into the port of London, or other her delivery-port in England, to end her voyage by or before the end or expiration of thirty-ſix calendar months, from [the date or departure of the ſhip] to be accounted, (the caſualties and dangers of the ſeas always excepted): and if the above bound *A.* his heirs, executors or adminiſtrators, ſhall and do truly pay or cauſe to be paid unto the above named *B.* his executors, adminiſtrators or aſſigns, the full ſum of ——— of lawful, *&c.* within thirty days next after the firſt and next return and arrival of the ſaid ſhip at the port of London, or other her delivery-port in England, from the ſaid voyage, or at the end and expiration of the ſaid thirty-ſix calendar months, to be accounted as aforeſaid, which ſhall firſt happen, [† *together alſo with the ſum of* ——— *(the twentieth part) of like money* per *month, for all ſuch time and ſo many months as ſhall be elapſed and run out of the ſaid thirty-ſix months, over and above twenty months, and at and after the ſame rate for any greater or leſſer time than a month.*] Or if in the ſaid voyage, and before the end of the ſaid thirty-ſix calendar months, to be accounted as aforeſaid, an utter loſs of the ſaid ſhip by fire, enemies, men of war, or any other inevitable caſualty ſhall unavoidably happen, to be ſufficiently proved by the ſaid *A.* his executors or adminiſtrators; Then, &c.

*(Wood.)*

* The words *without deviating*, &c. in *Italic* print, are in old forms and ſeldom uſed; but when they are left out it is proper to ſay, *danger of the ſeas*, &c. as in the next precedent.

† When it is only for a certain time, and no premium expreſſed, which is common when it is for goods ſold, the words, *together alſo*, &c. in *Italick* print muſt be left out.

And when there are ſo many months certain, and ſo many uncertain, the premium for a month uncertain muſt be the proportion of the premium for the month certain, as the number of months certain *per cent.* as if five hundred pounds be lent at fifty pounds *per cent.* twenty months certain, and ſixteen *pro rata*, the money to be paid at the end of twenty months, is ſeven hundred and fifty pounds, and for the ſixteen months *pro rata* twelve pounds ten ſhillings *per* month.

*Condition of a Bond from a Leſſee and his Surety to pay Rent according to the Reſervation in a Leaſe.*

WHEREAS the above named *M. P.* by her indenture of leaſe, bearing even date with and executed before the above written obligation, for the conſideration in the ſaid leaſe mentioned, hath demiſed unto the above bound *G. T.* a meſſuage or tenement, with its appurtenances, ſituate, *&c.* To hold, &c. for the term of ſeven years from thence next enſuing, determinable nevertheleſs at the end of the firſt three years of the ſaid term, if he the ſaid *G. T.* his executors, adminiſtrators or aſſigns, ſhall give ſix months notice thereof, in manner as therein mentioned, at and under the yearly rent of forty pounds payable quarterly, in manner as therein expreſſed, as by the ſaid leaſe may more fully appear: Now the Condition, &c. that if the above bound *G. T.* and *C. M.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do, during the continuance of the ſaid recited leaſe, well and truly pay, or cauſe to be paid, the ſaid yearly rent of forty pounds of, *&c.* unto her the ſaid *M. P.* her executors, adminiſtrators or aſſigns, on the four ſeveral quarter-days following, *viz.* on, *&c.* by four equal portions, or within fourteen days next after every of the ſaid quarter-days, according to the true intent and meaning of the ſaid recited leaſe; *Subject nevertheleſs to ſuch determination thereof in manner as aforeſaid*; Then the above written obligation ſhall be void and of no effect; But if default ſhall be made in any of the ſaid quarterly payments, Then the ſame ſhall remain in full force and virtue.

*(Morgan.)*

*Condition of a Bond for the faithful Service of an Apprentice.*

KNOW all Men, &c.

Whereas by indentures of apprenticeſhip, bearing date the 10th day of May now laſt paſt, *A. A.* the younger, one of the ſons of the above bounden *A. A.* the elder, is become bound as an apprentice to the above named *B. B.* in the trade, art or employment of a grocer for the term or ſpace of ſeven years from the day of the date thereof, as by the ſame indentures may appear. Now the Condition of the above written obligation is ſuch, that if the ſaid *A. A.* the ſon, ſhall and do, from time to time, and at all times during his ſaid apprenticeſhip, well and truly obſerve, perform, fulfil, and keep all and every the articles, covenants, clauſes and agreements whatſoever in the ſaid recited indentures contained, and which on his part are to be obſerved, performed, fulfilled and kept, and ſhall and do from time to time, and at all times during the ſaid term be faithful and juſt to the ſaid *B. B.* his executors, adminiſtrators and aſſigns, in all his the ſaid *A. A.* the ſon's buyings, ſellings, accounts, reckonings, receipts, payments, and all other his doings and dealings in any wiſe relating to the ſaid trade or employment, or the affairs or buſineſs of the ſame; and in all other matters and things wherein as an apprentice or ſervant he ſhall or may be employed by, or concerned for or on the behalf of the ſaid *B. B.* his executors, adminiſtrators or aſſigns; then this preſent obligation to be void and of none effect, *&c.*

Indenture of apprenticeſhip recited.

Condition that the apprentice ſhall well perform,

and be faithful, &c.

*(Newnam.)*

*Condition of a Bond that the Heirs,* &c. *of the intended Huſband, ſhall pay the intended Wife a Sum of Money within* ——— *Months after the Huſband's Deceaſe, if ſhe ſurvives him*.*

WHEREAS a marriage is intended by the permiſſion of God ſhortly to be had and ſolemnized by and between the above bound *R. W.* and *D. P.* of ——— (*or* daughter of ———): And whereas in conſideration of the ſaid intended marriage, and of a conſiderable portion which he the ſaid *R. W.* will have and receive with the ſaid *D. P.* his intended wife, (*or ſay*, and of the ſum of ——— which the ſaid *R. W.* is to have and receive, for and as the marriage portion of the ſaid *D. P.*) he the ſaid *R. W.* hath agreed, that in caſe the ſaid marriage ſhall take effect, and ſhe the ſaid *D. P.* ſhall ſurvive him the ſaid *R. W.* her intended huſband, that then ſhe the ſaid *D. P.* ſhall have, receive and be paid (*out of the real and perſonal eſtate of the ſaid* R. W.) the ſum of ——— for her own proper uſe and maintenance: Now the Condition of the above written obligation is ſuch, that if the ſaid marriage ſhall take effect and be ſolemnized, and that he the ſaid *R. W.* ſhall happen to depart this life, leaving the ſaid *D. P.* his intended wife him ſurviving, (*or ſay*, and that the ſaid *D. P.* ſhall ſurvive him the ſaid *R. W.*) then if the heirs, executors or adminiſtrators of the ſaid *R. W.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *D. P.* her executors, adminiſtrators or aſſigns, to and for her own proper uſe, benefit and maintenance, the ſaid ſum of ——— of lawful, *&c.* (*out of ſuch lands, tenements, goods, chattels, and other eſtate real and perſonal, which he the ſaid* R. W. *or any other in truſt for him, or for his uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall belong to him the ſaid* R. W. *at his deceaſe, according to the true intent and meaning hereof*) within ——— months next after the deceaſe of him the ſaid *R. W.* Then the above written obligation ſhall be void and of no effect, Or elſe the ſame ſhall remain in full force and virtue.

* Note; The obligation muſt be from the intended huſband to one in truſt for the intended wife.

*Condition of an Arbitration Bond for ſettling the Accounts of Executors; Obligation to be from* E. *Executors of* B. *to* D. *Widow of* A. *and to* A, *the Son of* A. *and* D. *in two thouſand Pounds.*

WHEREAS the above named *A.* the father, deceaſed, by his laſt will and teſtament in writing duly executed, bearing date on or about —— did thereby *(inter alia)* make and appoint the above named *B.* together with *C.* Eſquire, executors and truſtees of his ſaid will, during the minority of the above named *A.* his ſon, for the intent and purpoſes therein mentioned and expreſſed, as by the ſaid will duly proved by them the ſaid executors may appear; By virtue of which will and executorſhip they the ſaid *B.* and *C.* ſeverally poſſeſſed themſelves of great part of the perſonal eſtate late of the ſaid *A.* the father, and alſo receive great part of the rents of his real eſtates, and have ſince reſpectively paid, applied and diſpoſed of great part of the ſaid eſtate ſo by them received, upon the truſts and according to his ſaid will: And whereas the ſaid *A.* the ſon, having attained his age of twenty-one years, an account of what was by him the ſaid *C.* received, and which remained in his hands of the real and perſonal eſtates late of the ſaid A. the teſtator, having been then ſtated, ſettled and allowed by and between them the above named *D. A.* her ſon, and the ſaid *C.* and he the ſaid *C.* having accounted for and paid what was by him ſo received and remaining in his hands to them the ſaid *D.* and *A.* according to the true intent of the ſaid will, they the ſaid *D.* and *A.* her ſon, have given a full releaſe and diſcharge to the ſaid *C.* of all their demands, relating to his acting in the ſaid executorſhip and truſts by the ſaid will in him repoſed: And whereas the ſaid *B.* ſometime ſince departed this life, having firſt made and duly executed his laſt will and teſtament in writing, and thereof appointed the above bound *J. E.* executor, as by the ſame will by him duly proved may appear: And whereas the ſaid *B.* in his life-time, as being the other executor of the ſaid *A.* the father, did receive, pay and apply ſome part of the real and perſonal eſtate of the ſaid *A.* the father, purſuant to the truſts in the ſaid will contained; but he the ſaid *B.* dying in the minority of the ſaid *A.* the ſon, and no account having been made and ſettled, as to what was by him the ſaid *B.* ſo received and paid out of the ſaid eſtates; and he the ſaid *E.* as executor and repreſentative, being now liable to make up ſuch account, and to anſwer and pay the balance thereof unto them the ſaid *D.* and *A.* her ſon (if any ſuch ſhall appear due) and ſuch account having been by him the ſaid *E.* delivered to them the ſaid *D.* and *A.* her ſon, and ſome diſputes and difference having ariſen between them, touching ſome articles and vouchers in the ſame account mentioned and contained; they the ſaid *E.* and *D. A.* her ſon, for the ending and preventing of all further and future diſputes, controverſies, actions and ſuits touching the ſame account, have mutually agreed to refer the ſame to the arbitrament and determination of *F.* of, *&c.* (a perſon choſen by, for and on the behalf of the ſaid *E.)* and to *G.* of, *&c.* (a perſon choſen by, for and on the behalf of them the ſaid *D.* and *A.* her ſon; and in caſe the ſaid arbitrators cannot determine the ſame, that then the ſame ſhall be fully ended and determined by a third perſon to be by them choſen as an umpire, in ſuch manner as herein after is in that behalf mentioned and expreſſed: Now the Condition, &c. that if the ſaid *E.* his heirs, executors and adminiſtrators, and every of them, ſhall and do for and on his and their parts, in all things ſtand to, obey, abide, perform, fulfil and keep the award, arbitrament, order, determination, final end and judgment, which ſhall be by them the ſaid *F.* and *G.* made of and concerning the ſaid account of him the ſaid *E.* ſo delivered as aforeſaid, and of and for all and every the articles, vouchers and things therein contained, and of all diſputes, differences, actions, ſuits, claims and demands whatſoever touching or concerning the ſame, ſo as ſuch award, arbitrament, determination, final end and judgment of the ſaid arbitrators, of and in the the ſame premiſes, be by them made and given up in writing under both their hands and ſeals, ready to be delivered to all the aforeſaid in controverſy within one month next enſuing the date hereof; And if they the ſaid arbitrators of and in the the ſaid premiſes cannot agree, end and determine the ſame within the ſaid one month; that then if the ſaid *E.* his heirs, executors and adminiſtrators, and every of them, ſhall and do for and on his and their parts, in and by all things ſtand to, obey, abide, perform, fulfil and keep the award, arbitrament and umpirage of ſuch third perſon and umpire, as they the ſaid arbitrators ſhall indifferently name, elect and chooſe for the ending and determining of the ſame premiſes, ſo as ſuch award, umpirage and judgment of the ſaid umpire of and in the ſame, be by him ſo made and given up in writing under his hand and ſeal, ready to be delivered to each of the ſaid parties in controverſy, within ——— days next after the end of the ſaid one month, The ſaid obligation to be void and of no effect; Otherwiſe the ſame ſhall remain in full force and virtue.

*(Wood.)*

*Condition of a Bond to repay Purchaſe-money for Lands conveyed, if the Bargainer's Wife ſhall die before a Fine be perfected.*

WHEREAS the above bound *A. B.* and *C.* his Wife, have by indentures of leaſe and releaſe bearing date, *&c.* in conſideration, *&c.* conveyed unto the ſaid *D.* and *E.* and the heirs of the ſaid *D.* for ever, A Meſſuage, &c. ſituate, *&c.* as the ſaid premiſes are therein particularly deſcribed; In which ſaid recited indenture is contained a covenant from the ſaid *A. B.* and *C.* his wife, for levying a fine *ſur conuſance de droit come ceo*, &c. of the ſaid premiſes, according to the uſual courſe of fines, with proclamations before the end of ——— term next enſuing, *&c.* as relation, *&c.* And whereas the ſaid *D.* hath before the ſealing hereof paid the ſaid *A. B.* and *C.* his wife, the ſaid ——— pounds the purchaſe-money for the ſaid premiſes, but the ſaid fine is not yet perfected: Now the Condition, &c. that in caſe the ſaid *C.* wife of the ſaid *A. B.* ſhall happen to depart this life before the end of ——— term next enſuing, *&c.* and the ſaid fine ſhall not before ſuch her deceaſe be perfected in due form of law, ſo as thereby to aſſure the ſaid premiſes ſo conveyed to the ſaid *D.* and *E.* and the heirs of the ſaid *D.* according to the true meaning of the ſaid recited indentures; Then if the ſaid *A. B.* his heirs, *&c.*

ſhall

ſhall well and truly pay or cauſe to be paid back unto the ſaid *D.* his executors, *&c.* the ſaid ſum of ——— pounds, which is ſo by him paid as the purchaſe-money of the ſaid premiſes, with lawful intereſt for the ſame, the ſaid *D.* and *E.* their heirs or aſſigns, at the ſame time re-delivering the ſaid recited indentures to be cancelled, or re-conveying the ſaid premiſes at the charge of the ſaid *A. B.* his heirs or aſſigns, as ſhall be reaſonably deſired; Then, &c.

*(Comyn.)*

*Condition of a Bond given by an Executor to the Huſband of his Daughter to pay to her Executors, &c. a Sum of Money purſuant to private Inſtructions of his Teſtator, in Caſe her Aunt do not give or leave her a certain Sum.*

KNOW all Men, &c.

Whereas the above named *Abel Aſh* did, in and by his laſt will and teſtament in writing by him duly made and publiſhed, conſtitute and appoint the above bounden *Bryan Box* his ſole executor, and reſiduary legatee of his perſonal eſtate. And whereas the ſaid *Bryan Box* ſince the deceaſe of the ſaid *Abel Aſh* hath duly proved the ſaid will, and taken upon him the burden of the execution thereof. And whereas the ſaid *Abel Aſh* did in and by a certain inſtrument in writing give ſeveral directions and inſtructions to the ſaid *Bryan Box* his executor, which he the ſaid *Abel Aſh* did for divers good reaſons think fit and direct ſhould not be proved in the Eccleſiaſtical Court as part of his ſaid will, but be only as private inſtructions to his ſaid executor, in whom he wholly confided to perform the ſame; In which ſaid inſtrument in writing is contained (among other things) a recital and direction made and given by him the ſaid *Abel Aſh* in the words, and to the effect following; (*that is to ſay,*) And whereas my niece *Cecilia Box*, daughter of my ſaid executor, doth now live and reſide with the Lady *Dunſtable*, who in all probability will provide my ſaid niece with a handſome maintenance and fortune: Now I do hereby direct, that if the ſaid Lady *Dunſtable* ſhall not in her life-time by gift, or by her laſt will and teſtament, after her death, or otherwiſe, give unto my ſaid niece the full ſum of ſix thouſand pounds for her portion, that then, and not otherwiſe, my ſaid executor ſhall within ſix months after the ſaid Lady *Dunſtable*'s deceaſe pay unto my ſaid niece the full ſum of two thouſand pounds, as by the ſaid inſtrument in writing, relation being thereunto had, may appear. And whereas the above named *Edward Eyre*, ſince the deceaſe of the ſaid *Abel Aſh*, hath intermarried with the ſaid *Cecilia Box*, daughter of the ſaid *Bryan Box*, but the ſaid Lady *Dunſtable*, (who is yet living) hath not hitherto given to the ſaid *Cecilia* any ſuch portion or fortune as aforeſaid. Now the Condition of this obligation is ſuch, that if the ſaid Lady *Dunſtable* ſhall not in her life-time by gift, or by her laſt will and teſtament, after her death, or otherwiſe, give unto, or for the uſe and benefit of the ſaid *Cecilia* her niece, now wife of the ſaid *Edward Eyre*, the full ſum of ſix thouſand pounds, then if the ſaid *Bryan Box*, his heirs, executors or adminiſtrators, or ſome of them, ſhall and do within the ſpace of ſix months after the ſaid Lady *Dunſtable*'s deceaſe, well and truly pay, or cauſe to be paid unto the ſaid *Cecilia*, wife of the ſaid *Edward Eyre*, her executors and adminiſtrators, to and for her and their own uſe and benefit, the full ſum of two thouſand pounds of lawful money of Great Britain, without fraud or delay, according to the true intent and meaning of the ſaid private inſtructions of the ſaid *Abel Aſh* by him in and by his ſaid recited inſtrument in writing given to the ſaid *Bryan Box*, his executor as aforeſaid; then, *&c.*

Recital of the will,

and inſtruction,

and ſubſequent marriage.

The condition.

*(Horſeman.)*

*Condition of a Bond from a Huſband to leave his Wife a Sum of Money at his Deceaſe, to be at her own Diſpoſal, and to leave another Sum to be put out for her to have the Intereſt during her Life, and for her to have the Uſe of Houſhold Furniture during her Life.*

WHEREAS a marriage hath been lately had and ſolemnized between the ſaid *A. B.* and *C. F.* ſiſter of the above named *E. F.* And whereas the ſaid *A. B.* in conſideration of the ſaid marriage, and of the ſum of money which he hath had and received or is to have and receive as the portion of the ſaid *C. F.* his now wife, and for making a proviſion for her maintenance and livelihood in caſe ſhe ſhould happen to ſurvive him, did before the ſolemnization of the ſaid marriage promiſe and agree, that if the ſaid *C.* ſhall ſurvive him the ſaid *A. B.* ſhe ſhall have, receive, and be paid out of his ſaid eſtate real or perſonal, the ſum of five hundred pounds to and for her own proper uſe, and to be diſpoſed of as ſhe ſhall think fit; and ſhall alſo have and receive to her own uſe, the intereſt or profits of the further ſum of five hundred pounds of the eſtate of the ſaid *A. B.* and likewiſe have the uſe and wearing of all his houſhold goods and furniture during her natural life; and that for making good the payment of the ſaid monies, in caſe of ſuch the deceaſe of the ſaid *A. B.* in the life-time of the ſaid *C.* his wife, his executors, *&c.* ſhall within ——— after his deceaſe pay the ſum of one thouſand pounds according to the ſaid agreement, and for that purpoſe herein after expreſſed and declared: Now the Condition, &c. That if the ſaid *C.* now wife of the ſaid *A. B.* ſhall happen to ſurvive him the ſaid *A. B.* then and in ſuch caſe if the heirs, *&c.* of the ſaid *A. B.* ſhall and do within ——— after his deceaſe well and truly pay, *&c.* unto the ſaid *C.* now wife of the ſaid *A. B.* the ſum of five hundred pounds of, *&c.* to and for her own proper uſe and benefit, and to be at her own free and abſolute diſpoſal, without any manner of account to be given for or concerning the ſame; and ſhall and do alſo within the ſaid ——— after the deceaſe of the ſaid *A. B.* pay, *&c.* unto the ſaid *E. F.* his, *&c.* the further ſum of five hundred pounds of like money, to the intent and purpoſe that the ſaid *E. F.* his, *&c.* ſhall and do lend and place at intereſt the ſaid laſt mentioned ſum of five hundred pounds on ſuch ſecurity or ſecurities public or private, or buy therewith ſtock in the Bank of England, or in the South-Sea Company, as he ſhall think fit; and ſhall and do pay unto, or permit and ſuffer the ſaid *C.* and her aſſigns, to have and receive all the growing intereſt and profit of the ſaid laſt mentioned five hundred pounds to and for her own proper uſe and benefit, and for her better livelihood and maintenance during her natural life, without being accountable or anſwerable with or for any loſs that ſhall or may happen to or of all or any part of the ſaid five hundred pounds by failure of any ſecurity on which the ſame,

or

or any part thereof ſhall be lent, or of the ſtock that ſhall be bought therewith, or with any part thereof, which it is hereby declared the ſaid *E. F.* his, *&c.* ſhall not in ſuch caſe be any ways chargeable with or for as aforeſaid; and that immediately after the deceaſe of the ſaid *C.* the ſaid *E. F.* his, *&c.* ſhall and do pay the ſaid laſt mentioned ſum of five hundred pounds, or aſſign and transfer ſuch ſecurity or ſecurities, or ſtock, on which the ſame or any part thereof ſhall be then lent at intereſt, or which ſhall be bought therewith, or with any part thereof, unto the executors or adminiſtrators of the ſaid *A. B.* or to ſuch other perſon or perſons as he by his laſt will and teſtament in writing, or any other writing under his hand and ſeal, teſtified by two or more credible witneſſes, ſhall direct and appoint; and alſo if the ſaid *C.* now wife of the ſaid *A. B.* ſhall happen to ſurvive him the ſaid *A. B.* in ſuch caſe, if from and after ſuch the deceaſe of the ſaid *A. B.* ſhe the ſaid *C.* ſhall and do, for and during her natural life, peaceably and quietly enjoy and have the free uſe and wearing of all and ſingular the houſhold goods and furniture which the ſaid *A. B.* ſhall be poſſeſſed of, or which ſhall belong to him at his deceaſe, without any let, hindrance or interruption of or by the heirs, *&c.* of the ſaid *A. B.* or any other perſon or perſons claiming by, from or under him, them, or any of them, or by or through his, their or any of their means, act, privity or procurement; **Then**, &c.

*Condition of a Bond from a Father, that his Son, an Apprentice, who has eloped from his Maſter and embezzled his Goods, ſhall faithfully ſerve the Reſidue of his Apprenticeſhip, and make good the loſt Time, and all Goods embezzled.*

Recital of indentures of apprenticeſhip.

Of apprentice's abſconding and embezzlement of goods.

Promiſe to behave better, and to give ſecurity, &c.

Condition.

**WHEREAS** *T. T.* junior, (ſon of the above bound *T. T.* ſenior) by his indenture of apprenticeſhip, dated, *&c. hath* bound himſelf to the above named *S. S.* as an apprentice, well, truly and honeſtly him to ſerve from the date thereof for the full term of ſeven years from thence next enſuing, as by, *&c.* **And whereas** the ſaid *T. T.* junior, ſince his being ſuch apprentice, hath not only at ſeveral times abſconded himſelf from the ſervice of the ſaid *S. S.* (at leaſt for above the time or ſpace of five months without his maſter's conſent,) but hath alſo embezzled and converted, or otherwiſe diſpoſed of ſeveral of the monies and goods of the ſaid *S. S.* to his own uſe, the truth of all which the ſaid *T. T.* junior, doth hereby acknowledge, teſtified by his ſigning hereof as a witneſs: **And whereas** the ſaid *T. T.* junior is now abſent from the ſervice of the ſaid *S. S.* yet, notwithſtanding the ſeveral breaches and faults ſo by him the ſaid *T. T.* junior made as aforeſaid, upon application now made by the ſaid *T. T.* ſenior, and *T. T.* junior, and in conſideration and upon condition that the ſaid *T. T.* junior now promiſes from henceforth to ſerve the reſidue of his time juſtly, and at the end thereof the ſaid five months loſt time, or elſe to make him other ſatisfaction for the ſame, and alſo in conſideration that the ſaid *T. T.* ſenior hath voluntarily agreed to be hereby bound for his true performance thereof, and alſo to pay for all goods by him to be hereafter embezzled, and to indemnify the ſaid *S. S.* in ſuch manner as is herein after mentioned, he the ſaid *S. S.* hath not only agreed to accept of ſuch the ſaid *T. T.* junior, his future ſervice, but alſo to releaſe and forgive all his paſt breaches of covenant and other the matters and things aforementioned: **Now therefore the Condition** of the above written obligation is ſuch, that if the ſaid *T. T.* junior from henceforth ſhall and do diligently and honeſtly ſerve the ſaid *S. S.* during all the now remainder of the ſaid term of ſeven years, according to the true intent and meaning of his ſaid indenture of apprenticeſhip; **And alſo** at the end thereof either ſerve the ſaid *S. S.* the ſaid five months, ſuch his loſt time as aforeſaid, or elſe make him ſome other ſatisfaction for the ſame: **And alſo** if the ſaid *T. T.* ſenior, his heirs, executors and adminiſtrators, ſhall truly ſatisfy and pay unto the ſaid *S. S.* his executors or adminiſtrators, the full worth and value of lawful Britiſh money for all ſuch monies, goods and chattels of and belonging to the ſaid *S. S.* his executors or aſſigns, which he the ſaid *T. T.* junior ſhall at any time, during the ſaid term now to come ſink, embezzle, purloin, give, or otherwiſe convert or diſpoſe of to his own or any other perſon's uſe, from the ſaid *S. S.* his executors or aſſigns, within one month next after any confeſſion or other due proof thereof made; **And alſo** if he the ſaid *T. T.* ſenior, his executors and adminiſtrators, ſhall at all times hereafter indemnify and ſave harmleſs the ſaid *S. S.* his executors and adminiſtrators, of and from all debts, actions, ſuits, claims and demands whatſoever, which he or they ſhall or may at any time hereafter be obliged to pay, ſatisfy, ſuffer or ſuſtain for or by reaſon or on account of his the ſaid *T. T.* junior, being his ſervant, or for or by reaſon of any other debts or demands due and payable during his ſaid apprenticeſhip; **Then** the above written obligation to be void; *or elſe* to be, *&c.*

*(Wood.)*

*Condition of a Bond given on being choſen Treaſurer of the New River Company.*

T. D. *(the Treaſurer)* J. B. E. S. *and* J. G. *(Sureties) to the Governor and Company of*, &c.

**WHEREAS** at a court held by the Governor and Company of the New River, brought from Chadwell and Amwell to London, on Tueſday the 6th day of November laſt, the above bounden *T. D.* was elected and ſworn treaſurer of the ſaid Company for the year then next enſuing: **Now the Condition** of the obligation above written is ſuch, That if the ſaid *T. D.* do and ſhall, whilſt he continues treaſurer of the ſaid Company from time to time, according to the direction and true intent of the charter whereby the ſaid Governor and Company are incorporated, when he ſhall be required thereto by the ſaid Governor and Company, make a true and perfect accoount of all monies by him received and paid as treaſurer of the ſaid Company, and alſo do and ſhall make true payment and diſtribution of the clear gain and profits (after neceſſary charges and expences, and the officers fees and allowances are firſt deducted) of all the rents and profits ariſing and coming out of and by the New River work, and the things thereto belonging, which ſhall be by him received whilſt he continues treaſurer of the ſaid Com-

Company, to the ſeveral parties intereſted in the ſaid New River work, according to their ſeveral parts, ſhares, proportions and intereſts, and according to the true meaning of the ſaid charter; and do and ſhall well and honeſtly behave himſelf in all other things relating to the ſaid place of treaſurer ſo long as he continues in the ſame, according to the true intent and meaning of the ſaid charter; Then the obligation above written to be void, or elſe, &c.

*Condition of a Bond from an intended Huſband to the intended Wife's Father, to pay her a yearly Sum, by Quarterly Payments, for her ſeparate Uſe.*

KNOW all Men, &c.

Whereas a marriage is intended to be ſhortly had and ſolemnized by and between the above bounden *A. A.* and *B. B.* ſpinſter, one of the daughters of the above named *C. B.* And whereas in conſideration of the ſaid intended marriage, and the marriage portion of the ſaid *B.* the ſaid *A. A.* did agree to enter into a bond of the above mentioned penalty, conditioned as herein after is mentioned. Now the Condition of this obligation is ſuch, That if the ſaid *A. A.* ſhall and do yearly and every year, from and after the ſolemnization of the ſaid intended marriage, and during the joint lives of the ſaid *A. A.* and *B.* his intended wife, pay, or cauſe to be paid unto her the ſaid *B.* for her own ſole and ſeparate uſe and benefit, the yearly ſum of one hundred pounds of lawful money of Great Britain, by four equal quarterly payments; the firſt payment thereof to begin and to be made at the end of three calendar months next after the ſolemnization of the ſaid intended marriage, which ſaid yearly ſum of one hundred pounds is to be from time to time paid, applied and diſpoſed of for ſuch uſes and purpoſes only, and in ſuch manner only as ſhe the ſaid *B.* ſhall think fit and convenient notwithſtanding her coverture, and without the controul or intermeddling of him the ſaid *A. A.* her intended huſband; then this preſent obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

Marriage and agreement recited.

The condition.

*(Newnam.)*

*Condition of a Bond from the Maſter of a Ship, to indemnify the Owners who were bound with him, that he ſhould perform the Matters in a Charter-party.*

WHEREAS by a charter-party, bearing date, &c. made between the Royal African Company of England of the one part, and the above bound *B.* (by the name of *B.* of, &c.) and the above named *A.* and *C.* part owners of the ſhip G. burthen about —— tons, then at anchor in, &c. the ſaid *B.* maſter, of the other part, that the ſaid maſter, and part-owners, have let the ſaid ſhip to freight to the ſaid Company for a voyage to the ſouth part of Guinea and Africa, and from thence to the coaſt of *W.* and ſo proceed to B. in which ſaid recited charter-party is contained ſeveral covenants, clauſes, articles and agreements on the part of the ſaid maſter to be performed, as well relating to the ſaid ſhip and her intended voyage, as alſo relating to a cargo of goods, to the value of —— and ſeveral other matters therein mentioned, as thereby, relation, &c. Now the Condition, &c. is ſuch, That if he the ſaid *B.* or his aſſigns do and ſhall in all things obſerve, do and perform all the ſeveral covenants, articles, clauſes and agreements which are mentioned and contained as well in the ſaid recited charter-party, as in the indorſement thereon, relating to the ſaid ſhip and her ſaid intended voyage, and the ſaid cargo of —— and effects and produce thereof, and all or any matters and things whatſoever, by and on the part and behalf of the ſaid maſter, to be performed in any manner of wiſe, and thereof and therefrom, and of and from all actions, &c. againſt them the ſaid *A.* and *C.* or either of them, their or either of their heirs, &c. or which they or any of them may ſuſtain by reaſon thereof in any wiſe; And do and ſhall at all times hereafter ſave, &c. the ſaid *A.* and *C.* and either of them, their and either of their heirs, &c. and their and either of their lands, &c. Then, &c.

Condition.

*Condition of a Bond from the Churchwardens of a Pariſh to pay a Sum of Money with Intereſt, borrowed by Order of the Veſtry.*

WHEREAS at a veſtry holden in the pariſh of St. A. above mentioned on the 12th day of Auguſt 1779, it was amongſt other things ordered by the ſaid veſtry, that a ſum not exceeding fifty pounds be borrowed by the churchwardens for the uſe of the ſaid pariſh, as by the ſaid order of the ſaid veſtry, reference being thereto had, will more fully appear. And whereas the above bound *A.* and *B.* have on, &c. borrowed, had and received of the above named *C.* the ſum of forty pounds of, &c. for the uſe of the ſaid pariſh, the receipt, &c. Now the Condition of the above written obligation is ſuch, that if the ſaid *A.* and *B.* or their ſucceſſors, churchwardens of the ſaid pariſh, or their aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C.* his executors, adminiſtrators or aſſigns, the ſaid ſum of forty pounds, with lawful intereſt for the ſame, of lawful money of Great Britain, on, &c. Then, &c.

*(Newnam.)*

*Condition of a Bond to indemniy the Maſter of a Ship on his paying the Maſter of an Apprentice Wages for the Service of ſuch Apprentice on Board the ſaid Ship.*

WHEREAS the above named *A.* Commander of the good ſhip or veſſel called the S. now in the River of ——, and lately arrived from S. hath on the date hereof paid unto the above bound *B.* for the uſe of *C.* of, &c. the ſum of —— of, &c. for the wages of *D.* (the apprentice of the ſaid *C.*)

for his ſervice on board the ſaid ſhip during her ſaid late voyage, the receipt whereof the ſaid *B.* doth hereby acknowledge: **Now the Condition**, &c. That if the ſaid *B.* his heirs, executors, and adminiſtrators, ſhall and do at all times hereafter well, *&c.* the ſaid *A.* and the part-owners of the ſaid ſhip S. their heirs, executors and adminiſtrators, and every of them, of and from all actions, *&c.* for or concerning the ſaid ſum of ——, or the payment thereof, as aforeſaid, in any manner of wiſe; **Then**, &c.

*Condition of a Bond from an intended Huſband to the Lady's Truſtee, for her ſole Enjoyment and Diſpoſal of the Effects mentioned in a Schedule indorſed.*

**KNOW all Men**, &c.

Recital of the intended marriage, and agreement for this purpoſe.

**Whereas** a marriage is intended to be ſhortly had and ſolemnized between the above bounden *Abel Allen* and *Barbara Bruce* of Chelſea in the county of Middleſex, ſpinſter. **And whereas** in proſpect and conſideration of the ſaid intended marriage, it hath been agreed by and between the ſaid *Abel Allen* and the ſaid *Barbara Bruce*, that ſhe the ſaid *Barbara Bruce* ſhall and may from time to time, and at all times after the ſolemnization thereof, notwithſtanding her coverture, have, uſe and enjoy all and every her plate, jewels, rings, monies, ſecurities for money, goods, houſhold ſtuff, and other things mentioned in the ſchedule hereupon indorſed, to and for her own ſole and ſeparate uſe and benefit, and give away and diſpoſe of the ſame, and every or any part thereof, to any perſon or perſons, either in her life-time, or at her death, at her free-will and pleaſure ſignified by any note or writing under her hand, without the controul or intermeddling of the ſaid *Abel Allen*, her intended huſband, it being fully agreed by and between the ſaid *Abel Allen* and *Barbara* his intended wife, that the ſame, or any part thereof, ſhould not be ſubject or liable to the controul, debts or engagements of the ſaid *Abel Allen*, but only and ſolely at her own ſole and ſeparate diſpoſal. **Now the Condition** of this obligation is ſuch, that if the ſaid *Abel Allen*, his executors and adminiſtrators, and every of them, ſhall and do from time to time, and at all times from and after the ſolemnization of the ſaid intended marriage, permit and ſuffer the ſaid *Barbara*, his intended wife, to have, uſe and enjoy all and every the ſaid plate, jewels, rings, monies, ſecurities for money, goods, chattels, houſhold ſtuff and things in the ſaid ſchedule hereupon indorſed mentioned, to and for her own ſole and ſeparate uſe and benefit, and to give away and diſpoſe of the ſame, and every or any part thereof in her life-time, or at her death, to any perſon or perſons, at her free-will and pleaſure, ſignified as aforeſaid, and ſhall and do ratify, confirm and allow of ſuch her gift and diſpoſal; **Then** this preſent obligation to be void, or elſe to be and remain in full force and virtue.

The condition.

*(Horſeman.)*

*Condition of a Bond from a Maſter, that an Apprentice may leave him at the End of the firſt Four Years, and trade for himſelf, and to protect him, and make him free.*

**Whereas** *A.* ſon of the above named *A. B.* by his indentures of apprenticeſhip, bearing the date above written, hath bound himſelf apprentice unto the above bound *C. D.* for the term of ſeven years from the date thereof, as thereby, relation, *&c.* **And whereas** it was agreed between the ſaid *C. D.* and *A. B.* before and at the ſealing of the ſaid indentures of apprenticeſhip, that the ſaid *A.* the apprentice, is to have the liberty, and may freely depart from and leave the ſervice of the ſaid *C.* at the end of the firſt four years of the ſaid term of ſeven years, and to uſe and employ the remaining —— years for his own account and benefit; and that he the ſaid *C. D.* will protect him therein as his ſervant, and notwithſtanding make, or cauſe the ſaid *A.* at the end of the ſaid term of ſeven years, to be made a freeman of the city of L. and company of ——. **Now the Condition**, &c. that if the ſaid *C. D.* his, *&c.* ſhall and do accordingly, at the end of the firſt four years of the ſaid term of ſeven years, permit and ſuffer the ſaid *A.* to depart from and leave his and their ſervice, and to uſe and employ the remaining three years of the ſaid term of ſeven years, in the art and trade of a ——, or otherwiſe as he the ſaid *A.* ſhall think fit, and upon his own account and benefit, without any let or hindrance by the ſaid *C. D.* his, *&c.* and ſhall and do alſo, as occaſion ſhall require, own and protect the ſaid *A.* the apprentice, in ſuch his trading and dealing for his account, as the ſervant of him the ſaid *C. D.* his, *&c.* for and during all the remaining three years of the ſaid term of ſeven years; and likewiſe if the ſaid *C. D.* his, *&c.* ſhall and do at the end and expiration of his ſaid term of ſeven years, make, or cauſe the ſaid *A.* to be made a freeman of the city of L. and company of ———, as if the ſaid *A.* had ſerved him the ſaid full term of ſeven years; **Then**, &c.

*Condition of a Bond from four Perſons to a Purchaſer touching Payment of Two Hundred Pounds Truſt Monies, (being Part of Purchaſe Monies) according to the Truſts thereof*, &c. *and for indemnifying Purchaſer therefrom*, &c.

Recitals.

**Whereas** by indentures of leaſe and releaſe, bearing date reſpectively the 17th and 18th days of, *&c.* and made between the above bounden *H. S.* by the name of, *&c.* and *P.* his wife (ſince deceaſed) of the firſt part, the above bounden *J. S.* and *D.* his wife, of the ſecond part, *E. E.* gentleman and the above bounden *J. H.* of the third part, and *R. T.* Gentleman (ſince deceaſed) of the fourth part, **All that** manſion-houſe, *&c.* called, *&c.* ſituate, *&c.* and in the ſame indenture of releaſe particularly mentioned were by virtue thereof, and of a fine duly levied, purſuant to the covenant therein contained, granted and releaſed unto and to the uſe of the ſaid *R. T.* and his heirs: upon truſt, that he the ſaid *R. T.* and his heirs ſhould ſell and diſpoſe of the ſame for the beſt price that could be gotten for the ſame; and upon further truſt, that after payment of the ſeveral ſums of ſix hundred pounds and four hundred pounds due unto the ſaid *E. E.* and *J. H.* upon their ſeveral ſecurities therein mentioned, and all intereſt due for the ſame, to pay and diſpoſe of all the reſt and reſidue of ſuch money, or permit and ſuffer the ſaid *E. E.*

*E. E.* and *J. H.* to take out of ſuch purchaſe-money the ſum of eight hundred pounds ſubject to the following truſts, *viz. upon truſt* that the ſaid *E. E.* and *J. H.* ſhould pay the intereſt of the ſaid eight hundred pounds to the ſaid *D. S.* during her life, and after her deceaſe to diſpoſe of the ſame in manner following, *viz.* the ſeveral ſums of three hundred pounds and three hundred pounds unto *M. S.* and *E. S.* (ſiſters of the ſaid *H. S.*) and two hundred pounds the reſidue thereof, to *H. S.* ſon of the ſaid *H. S.* and to be ſo paid to them immediately upon the deceaſe of the ſaid *D. S.* and in caſe the ſaid *H. S.* the ſon ſhould happen to die in the life-time of the ſaid *D. S.* then the ſaid *E. E.* and *J. H.* ſhould pay and apply part of the ſaid two hundred pounds in ſuch manner as the ſaid *D. S.* ſhould by deed or will direct or appoint, and the other one hundred pounds to the ſaid *H. S.* the father: **And whereas** by indenture *quadrupartite*, bearing date the 7th day of, *&c.* made between the ſaid *J. S.* and *D.* his wife, of the firſt part, the ſaid *H. S.* the father, of the ſecond part, and *M. S.* of the third part, and the above bounden *N. H.* of the fourth part, (after reciting, as therein is recited, in conſideration of a marriage then intended to be had between the ſaid *M. H.* and *M. S.* and which was ſoon afterwards had and ſolemnized accordingly) it is *inter alia* mutually agreed between the parties thereto, that in caſe the ſaid *H. S.* the ſon die in the life-time of the ſaid *D. S. then* the ſaid *M S.* ſhould have, as a further advancement in marriage, the ſum of one hundred pounds, part of the ſaid ſum of two hundred pounds; *and* that the ſaid *E. E.* and *J. H.* ſhould, immediately after the death of the ſaid *H. S.* the ſon, pay the ſaid ſum of one hundred pounds, part of the ſaid two hundred pounds, unto the ſaid *M. S.* as in and by the ſaid indentures, relation being to them reſpectively had, more fully may appear: **And whereas** the ſaid *H. S.* the ſon is ſtill an infant, *viz.* of the age of ——— or thereabouts: **And whereas** the ſaid *H. S.* and *D.* his wife, *H. S.* the father, *M. H.* and *M.* his wife, and *E. S.* have contracted and agreed with the above named *G. O.* for the abſolute ſale of the ſaid premiſes unto him the ſaid *G. O.* for the ſum of one thouſand eight hundred pounds, and by indenture of eight parts bearing even date herewith, and made between, *&c.* the ſaid capital meſſuage, farm and premiſes, with the appurtenances, (in conſideration of the ſaid ſum of one thouſand eight hundred pounds paid as therein mentioned) are granted and releaſed unto and to the uſe of the ſaid *G. O.* and *J. H.* and the heirs of the ſaid *G. O. in truſt neverthelefs* as to the eſtate of the ſaid *J. H.* for and for the only benefit of the ſaid *G. O.* and his heirs for ever: **And whereas** the ſaid ſum of two hundred pounds, part of the ſaid ſum of one thouſand eight hundred pounds, is in and by the ſaid recited indenture of eight parts, mentioned to be paid by the ſaid *G. O.* unto the ſaid *E. E.* and *J. H.* which is to be by them paid over unto the ſaid *H. S.* the ſon, in caſe he ſhall ſurvive her ſaid grandmother *D. S.* or otherwiſe to be paid in the manner as in that behalf directed by the ſaid recited indenture *quadrupartite* of releaſe of the 18th of, *&c.* and the ſaid in part recited indenture *quadrupartite* of ſettlement of the 7th of, *&c.* reſpectively: **Now the Condition,** &c. that if the ſaid *E. E.* and *J. H.* and the ſurvivor of them, their ſeveral heirs, executors and adminiſtrators, do and ſhall from time to time, and at all times hereafter, well and truly pay, apply and diſpoſe of the ſaid ſum of two hundred pounds and the intereſt thereof, from time to time becoming and accruing due, purſuant to the ſeveral truſts contained in the ſaid in part ſeveral recited indentures of the 10th of, *&c.* and the 7th of, *&c.* reſpectively, and ſhall and will from time to time, and at all times hereafter, ſave harmleſs and keep indemnified the ſaid *G. O.* his heirs, executors, adminiſtrators and aſſigns, and his and their eſtates, goods and chattels, of and from all and all manner of ſuits, loſſes, damages and expences whatſoever, which he the ſaid *G. O.* his heirs, executors, adminiſtrators or aſſigns, or any or either of them, ſhall or may ſuſtain, ſuffer or be put unto, either in law or equity or otherwiſe, for, or by reaſon or means of the payment of the ſaid two hundred pounds unto the ſaid *E. E.* and *J. H.* as aforeſaid, or by reaſon of the right, title or claim in or to the ſaid ſum of two hundred pounds or any part thereof, of the ſaid *H. S.* the ſon, his executors or adminiſtrators, or any other perſon or perſons whomſoever, by virtue of or under the ſaid ſeveral in part recited indentures of the ſaid 10th of, *&c.* and the 7th of, *&c.* or either of them, or any thing ariſing therefrom or relating thereunto; **Then,** &c.

*(William P. Williams.)*

*Condition of a Bond from a Foreman in a Shop (with a Surety) to his Maſters duly to ſerve and account,* &c. *and not to exerciſe, or ſerve in the ſame Trade within two Wards (mentioned) in London.*

**Know all Men,** &c.

**Whereas** the above-named *Adam Axtell* and *Bryan Birch* have, at the inſtance of the above bounden *Cæſar Cobb*, taken him the ſaid *Cæſar Cobb* as their ſervant in their ſhop, in the way of their buſineſs, trade and dealing as linen-drapers, and have agreed to allow him for his wages the yearly ſum of twenty pounds for the firſt year, and to advance five pounds for every year afterwards ſo long as he ſhall continue in their or either of their ſervice, until his ſaid wages ſhall amount to forty pounds a year; and alſo to allow him meat, drink, waſhing and lodging, during his continuance in their ſervice; **In Conſideration** whereof the ſaid *Cæſar Cobb* hath agreed to give bond, with ſureties, for his faithful ſervice, and other the purpoſes herein after expreſſed. **Now the Condition** of this obligation is ſuch, that if the ſaid *Cæſar Cobb* ſhall and do in all things well, truly and faithfully conduct and behave himſelf in his ſaid ſervice as aforeſaid, and ſhall and do from time to time duly give, render and pay to the ſaid *Adam Axtell* and *Bryan Birch*, and each or either of them, their and each or either of their executors or adminiſtrators, a true, juſt and fair account, payment and delivery of all monies, bills, bonds and ſecurities for money, goods, wares, merchandizes, and other matters and things whatſoever belonging or relating to their ſaid trade, and the buſineſs thereof, wherewith he ſhall be intruſted, or which he ſhall receive or be concerned in during his ſervice with the ſaid *Adam Axtell* and *Bryan Birch*, or either of them as aforeſaid, in all things as becomes an honeſt, juſt and faithful ſervant; **And alſo** in caſe the ſaid *Cæſar Cobb* ſhall quit or leave his ſaid ſervice, or ſhall be diſcharged therefrom, then if the ſaid *Cæſar Cobb* ſhall not, nor do for ſo long time as they the ſaid *Adam Axtell* and *Bryan Birch*, or either of them, their or either of their executors or adminiſtrators, ſhall carry on their ſaid trade, ſet up, or otherwiſe trade or deal for himſelf, or in partnerſhip as a linen-draper, or in any wares, merchandizes, goods or other dealings, wherein the ſaid *Adam*

Recital of their agreement.

The condition.

To account, &c.

and not afterwards to exerciſe the ſame trade within two wards.

*Adam Axtell* and *Bryan Birch* do trade or deal, in any houſe, ſhop, warehouſe, or any other place or places whatſoever, ſituate or being within the wards of Farringdon *intra* and Farringdon *extra* (in the city of London) or either of them; And alſo if he the ſaid *Cæſar Cobb* ſhall not, nor do during ſuch time as aforeſaid, live with, or act as a ſervant, agent or aſſiſtant to any perſon or perſons (other than the ſaid *Adam Axtell* and *Bryan Birch*) who ſhall ſo trade or deal as a linen-draper as aforeſaid within the ſaid wards; then this obligation to be void, or elſe to be and remain in full force and virtue.

Nor to act for any other perſon there.

*(Horſeman.)*

*Condition of a Bond from a Huſband to leave Money at his Death for the Wife's Uſe, (excluſive of her Jointure) with ſeveral Proviſions in Caſe of Children,* &c.

Marriage intended,

WHEREAS there is a marriage agreed upon and intended ſhortly, by the permiſſion of God, to be had and ſolemnized between the above-bounden *R. B.* and *A. B.* ſpinſter, (ſiſter of the above named *H. B.* and *T. B.*) with whom the ſaid *R. B.* will have and receive the ſum of one thouſand three hundred and fifty pounds of, *&c.* as and for her marriage portion: And whereas, in conſideration of the ſaid intended marriage, a certain meſſuage, *&c.* of the ſaid *R. B.* ſituate, *&c.* in and by certain indentures of leaſe and releaſe, the releaſe being *Tripartite* and bearing even date with theſe preſents, and made or mentioned to be made *Between* the ſaid *R. B.* of the firſt part, the ſaid *A. B.* of the ſecond part, and the ſaid *H. B. T. B.* and *J. A.* Gent. and *H. C.* Gent. of the third part, *Are* ſettled, limited or declared, to or to the uſe of the ſaid *A. B.* for her life, for or in the nature of her jointure, *If* after the ſaid marriage ſhe ſhall happen to ſurvive the ſaid *R. B.* her intended huſband, *And* to and for ſuch other uſes, upon the truſts, and by and under the proviſoes and agreements therein contained, as in and by the ſaid indentures, relation, *&c.* And whereas, to the end that a further proviſion and maintenance may be had and made to and for the ſaid *A. B.* and her iſſue by the ſaid *R. B.* in caſe ſhe ſhall happen to ſurvive and over-live the ſaid *R. B.* her intended huſband, but not otherwiſe, the ſaid *R. B.* in conſideration of the ſaid intended marriage and marriage portion aforeſaid, hath agreed to give and leave the principal and intire ſum of five hundred pounds at the time of his deceaſe, in manner herein after mentioned: Now the Condition, &c. That In Caſe the ſaid marriage ſhall take effect, and the ſaid *A. B.* ſhall ſurvive the ſaid *R. B.* alſo if any child or children of her body by the ſaid *R. B.* begotten, or any iſſue of ſuch child or children ſhall happen to ſurvive or over-live him the ſaid *R. B.* or be born after his deceaſe, Then if the heirs, executors or adminiſtrators of the ſaid *R. B.* do and ſhall within one month next after the deceaſe of the ſaid *R. B.* well and truly pay or cauſe to be paid unto the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, the full and intire ſum of five hundred pounds of, *&c.* upon the truſts, and to and for the intents and purpoſes hereafter mentioned and declared for and concerning the ſame, (that is to ſay) In caſe there ſhall be no child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, nor the iſſue of any ſuch child or children living at the time of his deceaſe, or born afterwards; or in caſe there ſhall be ſuch child or children, or the iſſue of ſuch child or children, either living at the time of the deceaſe of the ſaid *R. B.* or born after his deceaſe, and there ſhall afterwards happen to be no ſuch child, nor the iſſue of any ſuch child, living at the time of the death of the ſaid *A. B.* then that they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall pay over the ſaid ſum of five hundred pounds to the ſaid *A. B.* to and for her own uſe, and to be at her own free will and diſpoſal: But in Caſe there ſhall be any child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, or the iſſue of ſuch child or children living at the time of his deceaſe, or born afterwards, then in truſt that they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall and will, as ſoon as may be after the receipt thereof, place the ſaid five hundred pounds out at intereſt upon the beſt ſecurity or ſecurities that can or may be by him or them had or procured for the ſame, or otherwiſe veſt the ſame in the purchaſe of lands in fee-ſimple, or for life or lives, or term or terms of years, in ſuch manner as he or they ſhall think moſt beneficial or convenient; and that they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall and will permit and ſuffer the ſaid *A. B.* to receive and take the intereſt, benefit, and proceed of the ſaid five hundred pounds, or the rents and profits of the lands purchaſed therewith, and for and during the term of the natural life of the ſaid *A. B.* and from and immediately after the deceaſe of the ſaid *A. B.* ſo ſurviving the ſaid *R. B.* as aforeſaid, they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall and will pay and diſpoſe of the ſaid five hundred pounds, or aſſign and convey the lands purchaſed therewith, or the ſecurity had or taken for the ſame, to and amongſt all and every the child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, which ſhall be living at the time of the deceaſe of the ſaid *A. B.* and the iſſue of ſuch child or children of the ſaid *R. B.* and *A. B.* or children as ſhall be dead at the time of the deceaſe of the ſaid *A. B.* ſhare and ſhare alike, ſuch iſſue taking only as much as the reſpective father or mother, if alive at the death of the ſaid *A. B.* would have taken; and if no ſuch child or children, nor any iſſue of ſuch child or children ſhall be then living, then to the executors, adminiſtrators or aſſigns of the ſaid *A. B.* and then this obligation to be void, and alſo to be void in caſe the ſaid *R. B.* ſhall ſurvive the ſaid *A. B.* in caſe there ſhall be no child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, nor the iſſue of any ſuch child or children living at the time of his deceaſe, or born afterwards; or in caſe there ſhall be ſuch child or children, or the iſſue of ſuch child or children, either living at the time of the deceaſe of the ſaid *R. B.* or born after his deceaſe, and there ſhall afterwards happen to be no ſuch child nor the iſſue of any ſuch child, living at the time of the death of the ſaid *A. B.* *Then* that they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall pay over the ſaid ſum of five hundred pounds to the ſaid *A. B.* to and for her own uſe, and to be at her own free will and diſpoſal: *But* in caſe there ſhall be any ſuch child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, or the iſſue of ſuch child or children living at the time of his deceaſe, or born afterwards, *Then* in truſt that they the ſaid *H. B.* and

Portion.

Settlement of jointure.

The condition.

and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivors of them, ſhall and will, as ſoon as may be after the receipt thereof, place the ſaid five hundred pounds out at intereſt upon the beſt ſecurity or ſecurities that can or may be by him or them had or procured for the ſame, or otherwiſe veſt the ſame in the purchaſe of lands in fee-ſimple, or for life or lives, or term or terms of years, in ſuch manner as he or they ſhall think moſt beneficial or convenient; *And that* they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall and will permit and ſuffer the ſaid *A. B.* to have, receive and take the intereſt, benefit and proceed of the ſaid five hundred pounds, *or* the rents and profits of the lands purchaſed therewith, for and during the term of the natural life of the ſaid *A. B.* and from and immediately after the deceaſe of the ſaid *A. B.* ſo ſurviving the ſaid *R. B.* as aforeſaid, they the ſaid *H. B.* and *T. B.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall and will pay and diſpoſe of the ſaid five hundred pounds, or aſſign and convey the lands purchaſed therewith, or the ſecurities had or taken for the ſame, to and amongſt all and every the child or children of the body of the ſaid *A. B.* by the ſaid *R. B.* begotten, which ſhall be living at the time of the deceaſe of the ſaid *A. B.* and the iſſue of ſuch child or children of the ſaid *R. B.* and *A. B.* or children as ſhall be dead at the time of the deceaſe of the ſaid *A. B.* ſhare and ſhare alike, ſuch iſſue taking only ſo much as the reſpective father or mother, if alive at the death of the ſaid *A. B.* would have taken; and if no ſuch child or children, or any iſſue of ſuch child or children ſhall be then living, then to the executors, adminiſtrators or aſſigns of the ſaid *A. B.* and then this obligation to be void, and alſo to be void in caſe the ſaid *R. B.* ſhall ſurvive the ſaid *A. B.* **Otherwiſe** to remain in full force.

*Condition of a Bond to repay Money given for a Place, if the Obligee be not admitted into it.*

**WHEREAS** the above bound *A.* is one of the pages of the preſence to his preſent Majeſty King George the Third: **And Whereas** the ſaid *A.* doth intend to ſurrender his ſaid place: **And whereas** the above named *B.* hath paid to the ſaid *A.* the ſum of, *&c.* which is to remain to his own proper uſe, when and as ſoon as the ſaid *B.* is ſworn into the ſaid place of page of the preſence to his ſaid Majeſty, in the room of the ſaid *A.* **Now therefore the Condition,** &c. that if the ſaid *B.* ſhall or may be (by the means or procurement of the ſaid *A.*) ſworn into the ſaid place of page of the preſence to his ſaid Majeſty, in the room of the ſaid *A.* on or before, *&c.* next enſuing the date above written, according to the uſual cuſtom in that caſe, he the ſaid *B.* paying the charge of his being ſworn into the ſaid place; or in default, or for want of the ſaid *A.*'s procuring the ſaid *B.* ſo to be ſworn into the ſaid place within the time aforeſaid, if the ſaid *A.* his heirs, *&c.* ſhall pay back the ſaid ——— pounds unto the ſaid *B.* his executors, adminiſtrators or aſſigns, this obligation to be void and of none effect; **Or** elſe to remain, *&c.*

*(Wood.)*

*Condition of a Bond from the intended Huſband to a Truſtee for the intended Wife, whereby ſhe is impowered to keep and diſpoſe, by Deed or Will, of part of her Fortune to ſeparate Uſes, notwithſtanding her intended Coverture.*

**WHEREAS** a marriage, by divine permiſſion, is forthwith intended to be had and ſolemnized between the ſaid *R. P.* and *E. L.* of the pariſh of, *&c.* widow: **And whereas** the ſaid *E. L.* now is poſſeſſed of, intereſted in or intitled unto a conſiderable perſonal eſtate, conſiſting in ready monies, debts or ſecurities for monies, rings, plate, goods, chattels and other things, amounting in the whole to the ſum or value of ——— or thereabouts, (over and beſides a conſiderable real eſtate in reverſion:) **And whereas,** previous to the ſaid intended marriage, it has been agreed by and between the ſaid *R. P.* and *E. L.* his intended wife, that (in caſe the ſaid intended marriage ſhall take effect) the ſum of ſeven hundred pounds (part of the now preſent eſtate or fortune of her the ſaid *E. L.* notwithſtanding ſuch her intended coverture) ſhall go and be to and for her ſole and ſeparate uſe and diſpoſal, in ſuch manner as herein after is for that purpoſe mentioned and expreſſed; and that the reſidue of the perſonal eſtate of her the ſaid *E. L.* ſhall go and be to and for the only benefit of the ſaid *R. P.* (which is by him the ſaid *R. P.* hereby agreed and accepted in full of her preſent portion or fortune:) **Now the Condition** of the above written obligation is ſuch, that (in caſe the ſaid intended marriage take effect) if the ſaid *R. P.* his executors and adminiſtrators, do and ſhall permit and ſuffer the ſaid *E. L.* to receive and take out of the above mentioned ſum of ——— the full ſum of ſeven hundred pounds, and to pay the ſame into the hands of the above named *J. L.* or of any other truſtee as ſhe ſhall appoint, in truſt to be by him or them placed out in government or other ſufficient ſecurities, either real or perſonal, with the conſent of her the ſaid *E. L.* during her life, and to pay the intereſt, produce and profits thereof to the ſaid *E. L.* during her life; and alſo do and ſhall permit her the ſaid *E. L.* to receive all ſuch intereſt and produce to and for her ſole and ſeparate uſe and diſpoſal during her intended coverture, and as if ſhe were a feme ſole, (and the ſame not to be ſubject to the controul, diſpoſition, debts or incumbrance of the ſaid *R. P.*) in ſuch manner as ſhe ſhall think fit; and alſo if he the ſaid *R. P.* ſhall permit his name to be made uſe of in any action or ſuit by any truſtee of her the ſaid *E. L.* without releaſing or diſcharging the ſame, for the recovery and receipt of the ſaid ſeven hundred pounds, truſt monies, and premiſes for the ſole uſe of her the ſaid *E.* **And alſo,** that in caſe the ſaid *E. L.* at any time during the ſaid intended coverture, ſhall by any deed or will, to be by her duly executed in the preſence of three witneſſes, (which deed or will ſhe the ſaid *E. L.* notwithſtanding ſuch her intended coverture, is hereby enabled and impowered to make) give and diſpoſe of the ſaid ſum of ſeven hundred pounds or any part thereof, to any perſon or perſons, to and for ſuch intents and purpoſes as ſhe the ſaid *E.* ſhall think fit; then if he the ſaid *R. P.* his executors and adminiſtrators, ſhall permit and ſuffer the ſaid ſum of ſeven hundred pounds, or ſo much thereof as ſhall be by her ſo diſpoſed of, to be peaceably and quietly held and enjoyed by ſuch perſon or perſons to whom the ſame

Recitals, viz. the intended marriage.

The widow's eſtate.

The agreement.

Condition, viz.

To permit the wife to take and place out 700l. for her ſole uſe during coverture,

and to diſpoſe by deed or will &c.

ſame by ſuch deed or will ſhall be by her the ſaid *E.* ſo given as aforeſaid, according to the true intent and meaning thereof, and that without any manner of let, ſuit, trouble, interruption or diſturbance whatſoever, either at law or in equity, of or by him the ſaid *R. P.* his executors or adminiſtrators, or of or by any other perſon or perſons whomſoever claiming or to claim the ſame, by from or under him, them or any of them, (and the ſaid *J. L.* his executors and aſſigns, or ſuch other perſon or perſons who ſhall act in the truſts aforeſaid, being firſt reimburſed out of the ſaid truſt monies all his and their coſts and charges and management thereof, if any ſuch ſhall be;) Then, &c.

*Condition of a Bond from two Perſons impowered by Letter of Attorney of a Tradeſman to get in his Eſtate, and to pay duly to him.*

KNOW all Men, &c.

The power recited.

Whereas the above named *A. A.* by his deed poll or writing under his hand and ſeal bearing even date with the above written obligation, hath conſtituted and appointed the above bounden *B. B.* and *C. C.* his attorney and attornies jointly and ſeverally for him the ſaid *A. A.* and in his name, and to his uſe to aſk, demand, ſue for, recover and receive all ſuch ſum and ſums of money, debts and demands whatſoever, which now are, or at Chriſtmas now next enſuing, ſhall be due and owing to him the ſaid *A. A.* or his eſtate, from any perſon or perſons, or cuſtomers of him the ſaid *A. A.* in the way of his late trade of a grocer, and to do ſuch other lawful and neceſſary acts for the purpoſes aforeſaid, as in ſuch deed poll or

The condition,

writing are in that behalf mentioned, as by the ſame deed poll or writing may appear. Now the Condition of the above written obligation is ſuch, that if the ſaid *B. B.* and *C. C.* their executors or adminiſtrators, do and ſhall from time to time well and truly pay or cauſe to be paid over unto the ſaid *A. A.* his executors, adminiſtrators or aſſigns upon demand, all ſuch ſum and ſums of money, debts and demands, as they the ſaid *B. B.* and *C. C.* or either of them, ſhall from time to time receive by virtue of the ſaid letter of attorney or otherwiſe, to the uſe of the ſaid *A. A.* or his eſtate, from any perſon or perſons whomſoever, debtors to the ſaid *A. A.* or his eſtate, in the way of the ſaid late trade as aforeſaid, without fraud or delay; then the above written obligation to be void, or elſe to be and remain in full force.

*(Horſeman.)*

*Condition of a Bond of Arbitration.*

THE Condition, &c. that if the above bound *A. Beſt*, his heirs, executors and adminiſtrators ſhall and do in and by all things well and truly ſtand to, obey, abide, obſerve, perform, fulfil and keep the award, order, arbitrament, final end and determination of ——— *(or any two of them)* arbitrators indifferently elected, choſen and named, as well by and on the part and behalf of the ſaid *A. Beſt*, as by and on the part and behalf of the above named *B. Cook*, to arbitrate, award, order, judge and determine of and concerning all and all manner of action and actions, cauſe and cauſes of actions, ſuits, bills, bonds, ſpecialties, covenants, contracts, promiſes, accounts, reckonings, ſums of money, judgments, executions, extents, quarrels, controverſies, treſpaſſes, damages and demands whatſoever, at any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending by or between the ſaid parties, ſo as the award of the ſaid arbitrators *(or any two of them)* be made and ſet down in writing indented under their *(or any two of their)* hands and ſeals, ready to be delivered to the ſaid parties in difference, on or before the ——— day of ——— Then, &c.

*(Newnam.)*

*To be added before the Words,* then, *&c. when there is to be an Umpire.*

AND if the ſaid arbitrators ſhall not make ſuch their award of and concerning the premiſes within the time limited as aforeſaid, then if the ſaid *A. Beſt*, his heirs, executors and adminiſtrators, do and ſhall well and truly ſtand to, obſerve, perform, fulfil and keep the award, determination and umpirage *(if the umpire be particularly named)* of *G. White* being a perſon indifferently named and choſen between the ſaid parties for umpire, *(but if not particularly named, ſay)* of ſuch a perſon as the ſaid arbitrators ſhall indifferently chooſe (for umpire) in and concerning the premiſes, ſo as the ſaid umpire do make and ſet down his award and umpirage in writing indented under his hand and ſeal ready to be delivered to the ſaid parties in difference, on or before the 10th day of Auguſt, 1780. Then, &c.

*(Newnam.)*

*To be added after the Words,* then, *&c. when the Award or Umpirage is to be made a Rule of Court.*

AND it is hereby agreed by and between the ſaid parties, that theſe preſents and the ſubmiſſion hereby made of the ſaid matters in controverſy, ſhall be made a rule of his Majeſty's Court of King's Bench *(or Common Pleas, &c. as the Caſe is)* to the end the ſaid parties in difference ſhall be finally concluded by the ſaid arbitration purſuant to the ſtatute in that caſe made and provided.

Con-

*Condition of a Bond from one to three for Performance of Covenants in a Deed, particularly to pay a Sum of Money by Inſtalments.*

KNOW all Men, &c. The Condition of this obligation is ſuch, that if the above bounden *A. A.* his heirs, executors or adminiſtrators, ſhall and do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and every the covenants, grants, articles, proviſoes, payments and agreements whatſoever, which by him and them, and on his and their parts and behalf, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, compriſed and mentioned in one pair of indentures tripartite, bearing even date with the obligation above written, and made or mentioned to be made between the ſaid *A. A.* and *B.* his wife, of the firſt part, *C. C.* of London, Merchant, of the ſecond part, and the above named *D. D. E. E.* and *F. F.* of the third part, in all things according to the purport, true intent and meaning of the ſame indenture, and particularly if the ſaid *A. A.* his heirs, executors, or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *D. D. E. E.* and *F. F.* their executors, adminiſtrators or aſſigns, at or in the chambers of *G. F.* Eſquire, ſituate in Lincoln's Inn in the county of Middleſex, the full and juſt ſum of five thouſand pounds of lawful money of Great Britain, without any deduction or abatement for taxes or otherwiſe howſoever, in manner following; (*that is to ſay*) the ſum of five hundred pounds, part thereof, on the twenty-fourth day of June next enſuing the date of the obligation above written, the ſum of five hundred pounds, other part thereof, on the twenty-ninth day of September then next enſuing, the ſum of five hundred pounds, other part thereof, on the twenty-fifth day of December then next enſuing, and the ſum of three thouſand five hundred pounds, reſidue, and in full payment of the ſaid ſum of five thouſand pounds on the twenty-fifth day of March then next enſuing, and which will be in the year of our Lord 1779 (which ſaid ſum of five thouſand pounds is the ſame ſum of five thouſand pounds mentioned in a certain proviſo and agreement in the ſaid indentures contained, and therein made payable in manner aforeſaid;) then this obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

The condition,

referring to the deed.

and particularly to pay mouey by inſtalments at a place certain.

*(Horſeman.)*

*Condition of a Bond to return ſeveral Parts of the Monies if the Apprentice dies within the firſt, ſecond or third Year of his Apprenticeſhip.*

WHEREAS *E. D.* ſon of, *&c.* by his indentures of apprenticeſhip bearing date, *&c.* hath bound himſelf apprentice unto the above bound *A. B.* for the term, *&c.* as by, *&c.* relation, *&c.* And whereas the ſaid *C. D.* hath, at or before ſealing hereof, in conſideration of the ſaid *A. B.*'s taking the ſaid *E. D.* to be his apprentice, and under and according to the agreement hereunder mentioned, paid unto the ſaid *A. B.* the ſum of three hundred and fifty pounds of, *&c.* the receipt, *&c.* And whereas it was agreed between the ſaid *A. B.* and *C. D.* before and at ſealing the ſaid indentures, that if the ſaid *E. D.* ſhall happen to depart this life within the firſt, ſecond, or third year of the ſaid term of his apprenticeſhip, the ſaid *A. B.* is to return and pay back ſuch part of the ſaid ſum of three hundred and fifty pounds as herein after is mentioned: Now the Condition, &c. that if the ſaid *E. D.* ſhall happen to depart this life at any time before the expiration of the firſt three years of the ſaid term of ſeven years, to be accounted as aforeſaid, then and in ſuch caſe, if the ſaid *A. B.* his heirs, *&c.* ſhall and do within, *&c.* after ſuch the deceaſe of the ſaid *E. D.* well and truly pay, or, *&c.* unto the ſaid *C. D.* her executors, *&c.* out of the ſaid ſum of three hundred and fifty pounds by him received, the ſum of two hundred pounds of, *&c.* in caſe ſuch the deceaſe of the ſaid *E. D.* ſhall happen before the expiration of the firſt year of the ſaid term of his apprenticeſhip; and in caſe ſuch the deceaſe of the ſaid *E. D.* ſhall happen after the end of the ſaid firſt year, and before the expiration of the ſecond year of the ſaid term of his apprenticeſhip, then if the ſaid *A. B.* his, *&c.* ſhall repay or cauſe to be paid the ſum of one hundred and fifty pounds of, *&c.* and in caſe ſuch the deceaſe of the ſaid *E. D.* ſhall happen after the end of the two firſt years, and before the expiration of the third year of the ſaid term of his apprenticeſhip, to be accounted as aforeſaid, if the ſaid *A. B.* his, *&c.* ſhall repay or cauſe to be paid unto the ſaid *C. D.* her, *&c.* the ſum of one hundred pounds of, *&c.* out of the ſaid ſum of three hundred and fifty pounds by him received as aforeſaid; then, *&c.*

*(Jones.)*

*Condition of a Bond from one bound on Behalf of a Factor abroad, that he ſhall be accountable for all Goods, &c. conſigned to him, and make Remittances according to Inſtructions.*

THE Condition, that if *A.* and partners, merchants at, *&c.* his and their executors, *&c.* ſhall and do render and give unto the above named *B.* his executors, *&c.* juſt and true accounts in writing, of the ſale and produce of all ſuch ——— and other goods and merchandizes which ſhall be delivered into the hands of the ſaid *A.* and partners *C.* and *D.* alſo merchants at, *&c.* or any or either of them at ——— as aforeſaid, by *E.* maſter of the ſhip F. now on her voyage to ——— or by any other perſon or perſons, from on board the ſaid ſhip, on account of the owners thereof, and likewiſe all ſuch returns as ſhall be purchaſed with the produce or proceed by ſale of the ſaid, *&c.* and ſhall and do likewiſe anſwer for and make good all ſuch debts and ſums of money for which the ſaid ——— or any of them, or any part thereof ſhall be ſold, or which ſhall accrue or be made any ways relating to, or by ſuch ſale or purchaſing of returns, whether ſuch debts, or any of them may happen to prove bad or not; and ſhall and do alſo make remittances of, and return all the effects and produce by ſale of the ſaid ——— and cloſe the accounts concern-

concerning the ſame, according to the orders or inſtructions for that purpoſe ſent them by and under the hands of the ſaid *B.* and *G. H.* and *J.* part-owners of the ſaid ſhip E. bearing date herewith, a true copy whereof is hereunto annexed and made part thereof; And likewiſe if the ſaid *A.* and partners, his and their executors, *&c.* ſhall and do obſerve and perform all matters and things contained in the ſaid orders or inſtructions on his and their parts to be performed, and that faithfully and juſtly, accordingly to the true meaning thereof, and of theſe preſents; Then, &c.

*Another, that a Factor ſhall diſpoſe of Goods conſigned in him to the beſt Advantage, and return Effects according to Order.*

WHEREAS the above named *B.* at the requeſt of the above bound *A.* hath employed *C.* merchant, now reſiding at A. as his factor, and hath conſigned goods and merchandizes to him, to be by him ſold and diſpoſed of for the account of the ſaid *B.* and the effects returned, as he ſhall from time to time order: Now the Condition, &c. that if the ſaid *C.* ſhall and do uſe his beſt endeavours in the ſale and diſpoſal of all ſuch goods and merchandizes, which the ſaid *B.* hath conſigned, and ſhall ſend and conſign to him the ſaid *C.* by any ſhips or veſſels departed out, and to depart for A. this preſent ſeaſon or ſummer, according to the orders of the ſaid *B.* for the moſt profit and advantage that he can, and return and conſign back the produce thereof, according to the orders of the ſaid *B.* And alſo if the ſaid *C.* ſhall and do, upon requeſt of the ſaid *B.* his, *&c.* make and give unto him and them juſt and true accounts in writing, of all ſuch goods and merchandizes ſo ſent and conſigned, or which ſhall be ſo ſent and conſigned to the ſaid *C.* by the ſaid *B.* by any ſuch ſhips or veſſels in this preſent ſeaſon or ſummer as aforeſaid, and of the ſale, diſpoſal, effects and produce thereof; Then, &c.

*(Wood.)*

*Condition of a Bond from two Vendors of Land, and their Surety, to pay an Annuity for Life with which the Premiſes were chargeable, and to indemnify the purchaſer.*

KNOW all Men, &c.

Releaſe, and bargain, and ſale, recited,

Whereas in and by certain indentures of leaſe and releaſe, and bargain and ſale inrolled in Chancery, the leaſe bearing date the day next before the day of the date of the releaſe and bargain and ſale, and the releaſe and bargain and ſale (being both tripartite) bearing even date with the above written obligation, and made or mentioned to be made between the above bounden *A. A.* and *E. A.* and *L.* his wife, of the firſt part, the above named *J. J.* of the ſecond part, and *M. M.* of, *&c.* Gent. of the third part, and fine and recovery, in the ſame indenture of releaſe agreed to be levied and ſuffered, and which have been ſince duly levied and ſuffered accordingly,

and fine and recovery recited, whereby two of the obligors conveyed to the obligee in fee a meſſuage, &c.

The ſaid *A. A.* and *E. A.* for the conſideration in the ſame indentures expreſſed, have abſolutely ſold and conveyed unto and to the uſe of the ſaid *J. J.* his heirs and aſſigns, a meſſuage or tenement and farm called N. and O. and divers lands and hereditaments in the pariſhes of P. and Q. or any of them, in the county of *D.* now or late in the tenure, poſſeſſion or occupation of *R. R.* his aſſigns, leſſees or under-tenants, and in the ſame indenture more particularly mentioned and deſcribed.

A will recited, whereby the premiſes ſtand charged with an annuity for life,

And whereas by virtue of the laſt will and teſtament of *S. S.* late of, *&c.* deceaſed, the ſaid meſſuage, farm, lands, hereditaments and premiſes, are and ſtand charged with the payment of one annuity or yearly rent of forty pounds unto *T. T.* now *T. V.* widow and relict of *V. V.* deceaſed, for the term of her natural life, at Lady Day and Michaelmas, by even and equal portions, with power to enter and diſtrain for the ſame in caſe of non-payment thereof.

and that the vendors undertook to pay the annuity, and for that purpoſe to become bound with the third obligor.

And whereas at the time of the ſaid recited ſale and conveyance of the ſaid meſſuage, farm, lands, hereditaments and premiſes, with their appurtenances, unto and to the uſe of *J. J.* his heirs and aſſigns as aforeſaid, the ſaid *A. A.* and *E. A.* did undertake and agree to and with the ſaid *J. J.* to pay unto the ſaid *T. V.* her ſaid annuity or yearly rent of forty pounds during the term of her natural life, and that they the ſaid *A. A.* and *E. A.* together with the ſaid *H. A.* ſhould and would become jointly and ſeverally bound unto the ſaid *J. J.* in a bond of ſufficient penalty, conditioned for payment to her the ſaid *T. A.* of the ſame annuity, or yearly rent accordingly, and for ſaving harmleſs and indemnifying the ſaid *J. J.* his heirs, executors, adminiſtrators and aſſigns, and the ſaid meſſuage, farm, lands, hereditaments and premiſes ſo to him conveyed as aforeſaid, of, from and againſt the ſaid annuity or yearly rent in manner herein after in that behalf mentioned and expreſſed.

The condition.

Now the Condition of the above written obligation is ſuch, that if they the ſaid *A. A.* and *E. A.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times hereafter, well and truly pay, or cauſe to be paid unto the ſaid *T. V.* her executors, adminiſtrators or aſſigns, the ſaid annuity or yearly rent of forty pounds, as the ſame ſhall from time to time become due and payable, and alſo all arrears now due or hereafter to become due for the ſame rent, every or any part thereof, and of and from the payment of the ſame annuity, or yearly rent and arrears, and every part thereof, and all powers and remedies to be had or taken by entry, diſtreſs, action, ſuit or otherwiſe, for recovery of the ſame rent and arrears, every or any part thereof, ſhall and do from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *J. J.* his heirs, executors, adminiſtrators and aſſigns, and every of them, and the ſaid meſſuage, farm, lands, hereditaments and premiſes ſo ſold and conveyed, to and to the uſe of him, his heirs and aſſigns as aforeſaid, and every part thereof, with their appurtenances; then the above written obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*(Newnam.)*

*Condition*

*Condition of a Bond to permit an intended Wife to enjoy her own perſonal Eſtate, and to buy and ſell Goods,* &c. *for her Uſe,* &c.

WHEREAS, &c. **Now the Condition,** of the above written obligation is ſuch, that in caſe the ſaid intended marriage ſhall take effect, then if the ſaid *H.* ſhall and do from time to time, at all times then after, permit the ſaid *W.* his intended wife, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy in as full and ample manner, as ſhe the ſaid *W.* now or at any time before the executing hereof, hath or doth hold, occupy, poſſeſs, enjoy and diſpoſe, as well of all her the ſaid *W.*'s ready monies, bonds, notes, and all other ſecurities for money whatſoever, as alſo for all her plate, rings, jewels, houſhold and all other her goods, chattels, and perſonal eſtate whatſoever, and of what nature or kind ſoever, whereof or wherein ſhe the ſaid *W.* now is, or at any time, during the intended coverture, ſhall in her own right be actually poſſeſſed of, intereſted in or intitled unto, or which ſhe ſhall have or accumulate by trade or induſtry, or which ſhall by any of her relations or friends be given or deviſed to her; and alſo do and ſhall allow, permit and ſuffer her the ſaid *W.* to buy, ſell, bargain, pay and receive in her own name, and, if occaſion requires, ſhall allow and confirm all ſuch receipts and acquittances, as ſhe the ſaid *W.* ſhall give or make during her ſaid intended coverture; and alſo if he the ſaid *H.* do and ſhall at all times hereafter allow, permit and ſuffer her the ſaid *W.* to ſell and diſpoſe of all and ſingular her effects, goods, chattels and perſonal eſtate of what nature or kind ſoever, and whereſoever, by any deed or writing, or by her laſt will and teſtament in writing, to any perſon or perſons whatſoever, notwithſtanding her intended coverture; and alſo if the ſaid *H.* ſhall not do, or cauſe to be done, any act, matter or thing whatſoever, whereby or by means whereof the ſaid perſonal eſtate of her the ſaid *W.* or any part thereof, ſhall or may be any ways impeached, charged or incumbred in any manner howſoever, or whereby or by means whereof the ſaid *W.* ſhall or may be any wiſe hindered or moleſted in the quiet and peaceable poſſeſſion and enjoyment thereof, or in the quiet vending and diſpoſing thereof, and of every part thereof, by ſuch her deed, writing, or will, as aforeſaid; **Then** the above written obligation ſhall be void and of no effect, **Otherwiſe,** &c.

*(Wood.)*

*Condition of an Arbitration Bond touching a Partition between Joint Tenants,* &c.

WHEREAS *D.* late of, *&c.* by his laſt will and teſtament in writing duly executed, bearing date on or about, *&c.* did give and bequeath to his wife *E. (inter alia)* his two houſes, ſituate, *&c.* and his three houſes, ſituate, *&c.* during her natural life, and after her deceaſe, did will and deviſe that his eſtate therein ſhould immediately go to *A.* and his ſiſter, then and now living, being the ſon and daughter of *G.* of, *&c.* **And whereas** the ſaid *E.* is ſince dead, whereby the ſaid *A.* and *F.* became intitled to the ſaid houſes and premiſes as joint-tenants: **And whereas** the ſaid *F.* hath ſince intermarried with the ſaid *B.* whereby he the ſaid *B.* is become intitled to one undivided moiety of the ſaid houſes: **And whereas** the ſaid *A.* and *B.* have, for their mutual benefit and advantage, agreed that the ſaid joint-tenancy ſhould be ſecured, and that a partition ſhould be made of the premiſes, and that each of them ſhould hold a moiety thereof in ſeveralty: **And whereas** the ſaid *A.* and *B.* have agreed, that the ſaid partition ſhould be made by two perſons equal and indifferent between the ſaid parties, and have for that purpoſe choſen and appointed *H.* of, *&c.* and *J.* of, *&c.* to make a fair and equal partition of the ſaid houſes and premiſes, and to appoint by lot, or otherwiſe, which parcel of the ſaid premiſes each of them the ſaid *A.* and *B.* ſhall from the time of the making of the ſaid partition enjoy in ſeveralty: **Now the Condition** of this obligation is ſuch, that if the above bounden *A.* ſhall and will well and truly abide by and perform ſuch award as ſhall be made by the ſaid *C. D.* for the fair and equal partition of the ſaid premiſes, and alſo ſhall and will make and execute ſuch conveyances and aſſurances in the law, and do and perform all other acts, matters and things as ſhall be neceſſary or requiſite, or which ſhall by counſel learned in the law be reaſonably adviſed or deviſed, for the more perfect and abſolute conveying and aſſuring to the ſaid *F.* ſuch moiety of the ſaid premiſes, as ſhall by the ſaid *C. D.* be awarded and allotted to him as aforeſaid, ſo that the ſaid *F.* may peaceably and quietly enjoy the ſaid moiety in ſeveralty, or provided no award ſhall be made within the ſpace of fourteen days, from the day of the date hereof, **Then** the above-written obligation to be void, **Or elſe** to remain in full force and effect.

*Condition of a Bond from a Huſband to leave two thirds of his Eſtate to his Wife, if ſhe ſurvives him, and he leaves no Children; and if he leaves Children, then only one third, and the reſt amongſt the Children; and if the Wife dies in the Huſband's Life-time, leaving Children, then two thirds to ſuch Children.*

WHEREAS a marriage is on, *&c.* had and ſolemnized between the above bound *Aaron Burt* and *Charlotte Foy*, the younger daughter of the above named *Edward Foy*, and in conſideration thereof, and towards a marriage portion of the ſaid *C.* the ſaid *E. F.* hath conveyed and aſſured, or agreed to convey and aſſure unto the ſaid *A. B.* lands and premiſes in, *&c.* which by agreement of the ſaid parties are reckoned and valued, and the ſaid *A. B.* hath agreed to accept the ſame, at and for the ſum or value of one hundred pounds, as part of the portion of the ſaid *C.* his wife, and he the ſaid *A. B.* is to have and receive the further ſum of two hundred pounds of, *&c.* out of ſuch debts owing to the ſaid *E. F.* in, *&c.* and elſewhere in, *&c.* by virtue of a power for that purpoſe given or to be given to the ſaid *A. B.* by the ſaid *E. F.* which ſaid two hundred pounds, together with the ſaid eight hundred pounds, for which the ſaid lands are ſo conveyed or to be conveyed, is the full ſum agreed to be given by the ſaid *E. F.* for the portion

Recitals.

of the ſaid *C.* his daughter, and which is declared and ſo accepted by the ſaid *A. B.* to be for and in full of her ſaid portion, and of her child's part and ſhare, of, in and to the perſonal eſtate of the ſaid *E. F.* (by the cuſtom of London, or otherwiſe howſoever;) and in conſideration thereof, and to the end ſome proviſion may be made for the maintenance of the ſaid *C.* if ſhe ſhall happen to ſurvive the ſaid *A. B.* and ſuch child or children on her body begotten by the ſaid *A. B.* as ſhall be then living; or if ſhe ſhall ſurvive him, and have no child or children then living, he the ſaid *A. B.* hath agreed, and doth hereby agree, that ſhe the ſaid *C.* if ſhe ſhall not have any child or children begotten by the ſaid *A. B.* living at his deceaſe, ſhall have, receive and enjoy, to and for her own proper uſe and benefit, two full third parts at the leaſt; and if ſhe ſhall ſurvive the ſaid *A. B.* and have one or more child or children begotten by the ſaid *A. B.* living at the deceaſe of the ſaid *A. B.* that then the ſaid *C.* ſhall have, receive and enjoy, to and for her own proper uſe and benefit, one full third part; and ſuch child or children on her begotten by the ſaid *A. B.* which ſhall be then living, ſhall have, receive and enjoy one other full third part and ſhare; and if ſhe ſhall depart this life in the life-time of the ſaid *A. B.* and any ſuch child or children on her begotten by the ſaid *A. B.* ſhall be living at the deceaſe of the ſaid *A. B.* then ſuch child or children ſhall have, receive and enjoy two full and equal third parts of all the eſtate whatſoever and whereſoever, both real and perſonal, which the ſaid *A. B.* or any other perſon or perſons in truſt for him or for his uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall belong to him at his deceaſe in any manner howſoever: **Now therefore the Condition**, &c. that if the ſaid *A. B.* ſhall and do by any deed or deeds executed by him in his life-time, or by his laſt will and teſtament, or by any other ways or means, well and ſufficiently give, bequeath, deviſe, convey or aſſure, unto and for the proper uſe and benefit of the ſaid *C.* his wife, her heirs, *&c.* for ever, if ſhe ſhall ſurvive the ſaid *A. B.* and ſhall not have any children by him begotten then living, two full and equal third parts at the leaſt; and if ſhe ſhall have any child or children then living, then if the ſaid *A. B.* ſhall ſo give, *&c.* unto and for the proper uſe of the ſaid *C.* his wife, her heirs, *&c.* for ever as aforeſaid, one full third part; and unto and to the uſe of ſuch child or children on her begotten by the ſaid *A. B.* then living, his, her, and their heirs, *&c.* one other full third part at the leaſt; and if ſhe ſhall depart this life in the life-time of the ſaid *A. B.* and any ſuch child or children on her begotten by the ſaid *A. B.* ſhall be living at the deceaſe of the ſaid *A. B.* then if the ſaid *A. B.* ſhall ſo give, *&c.* unto or for the proper uſes of all ſuch child or children, his, her, and their heirs, *&c.* two full and equal third parts of all and every ſuch meſſuages, *&c.* and other the eſtate whatſoever and whereſoever, both real and perſonal, (the whole being in three equal parts divided) which he the ſaid *A. B.* or any other perſon or perſons in truſt for him, or for his uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall any ways belong to him at the time of his deceaſe: **And** if the heirs, *&c.* of the ſaid *A. B.* ſhall and do well and truly pay unto, or permit and ſuffer her the ſaid *C.* if ſhe ſhall ſurvive the ſaid *A. B.* her heirs, *&c.* and ſuch child or children on her begotten by the ſaid *A. B.* which ſhall or may be then living, or which ſhall be living at the deceaſe of the ſaid *A. B.* in caſe the ſaid *C.* ſhall die in the life-time of the ſaid *A. B.* to have and take her, his, their and every of their parts and ſhares of all the ſaid real and perſonal eſtate, of or belonging to the ſaid *A. B.* at his deceaſe as aforeſaid, in ſuch manner as is herein before mentioned and expreſſed, without any let, *&c.* of or by them, or any of them, or of or by any other perſon or perſons, by or through their, or any of their means, conſent, default, privity or procurement, according to and in purſuance of the ſaid agreement of the ſaid parties, and the true intent and meaning of theſe preſents; **Then**, *&c.*

Condition.

*(Morgan.)*

*A Condition of a Bond from a Vender of Lands to indemnify the Vendee; there being a Bill depending in Chancery for them at the Time of the Purchaſe.*

Indentures of bargain and ſale and releaſe recited, whereby the obligor and his truſtee, conveyed to the obligee manors, *&c.*

A bill pending in chancery againſt the vendor for the premiſes recited.

and that the vendor is willing to indemnify the vendee.

The condition for that purpoſe.

**KNOW all Men**, &c. **Whereas** the above bounden *Auſtin Alkin* and his truſtees, have by indentures of bargain and ſale and releaſe, the releaſe being tripartite, and bearing even date herewith, and made or mentioned to be made between the ſaid *Auſtin Alkin* of the firſt part, *Charles Carr*, Eſquire, and *Darby Deal*, Gentleman, *Edward Edge* and *Felix Fox*, both of London, Eſquires, of the ſecond part, *Bruen Bing* the elder, of London, Eſquire, of the third part, conveyed unto the ſaid *Bruen Bing*, and his heirs, divers manors, meſſuages, lands and tenements lying and being in the county of Glouceſter, late the eſtate of *Helena Hill*, in ſuch indenture of releaſe more particularly mentioned and deſcribed. **And whereas** *John Joy* of Ketten in the ſaid county of Glouceſter, Eſquire, did in Hilary Term in the Year of our Lord 1768, exhibit a bill in the high court of Chancery againſt the ſaid *Auſtin Alkin*, pretending ſome right or title to the ſaid manors, meſſuages, lands and tenements ſo conveyed unto the ſaid *Bruen Bing* as aforeſaid, which bill is ſtill pending. **And whereas** the ſaid *Auſtin Alkin* is content to indemnify him the ſaid *Bruen Bing* ſo far as four thouſand pounds, will do againſt any coſts or damages, that he may ſuſtain or be put unto by reaſon of ſuch bill ſo pending as aforeſaid. **Now the Condition** of this Obligation is ſuch, that if the above bounden *Auſtin Alkin*, his heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the above named *Bruen Bing*, his heirs and aſſigns, of, from, and againſt all coſts, damages, and expences, which he, they, or any of them, ſhall or may ſuſtain, or be put unto for or by reaſon of ſuch bill ſo pending as aforeſaid, or in caſe the ſaid bill be diſmiſſed; then this preſent obligation to be void and of none effect, or elſe to be and remain in full force, power and virtue.

*(Horſeman.)*

*Condition of a Counter-Bond to one bound for the Obligor in a Bond to indemnify the Pariſh from a Baſtard.*

**WHEREAS** the ſaid *A. B.* and *C. D.* at the ſpecial inſtance and requeſt of the above-bounden *E. F.* by their bond or obligation, bearing date, *&c.* became bound to the Churchwarden and Overſeers of the Poor of the pariſh of —— in the county of —— by their names and additions therein mentioned, in the penalty of one hundred pounds, upon condition that, *&c.* *(recite the Condition)*: **Now the Condition** of this obligation

obligation is ſuch, That if the above bounden *E. F.* his heirs, executors, and adminiſtrators, or ſome of them do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *A. B.* and *C. D.* their heirs, executors, and adminiſtrators, and their, and every of their lands, tenements, goods, and chattels, of and from the ſaid bond or obligation, and all ſums of money therein: and in the condition thereof mentioned, and thereupon due or to grow due or payable, and of and from all actions, ſuits, coſts, charges, payments, damages and demands, which either or any of them ſhall or may pay, ſuſtain or be put unto for or by reaſon thereof, or in any wiſe howſoever, and ſhall and will well and truly pay the ſame unto the ſaid *A. B.* and *C. D.* their or one of their heirs, executors, or adminiſtrators: then this obligation to be void, *&c.*

*Condition of a Bond from a Perſon (impowered by Creditors to receive Debts aſſigned) to pay the Debtor a Sum of Money, and alſo a Salary out of his Debts; the Debtor accepting this Perſon's Bond for it, inſtead of two of the Creditors, who had covenanted that it ſhould be done upon the Debtor's aſſigning his Goods, Debts, &c. to his Creditors.*

WHEREAS in and by certain articles of agreement, dated, *&c.* made between the above named *B.* of the one part, and *C.* and *D.* of, *&c.* and the ſeveral other perſons whoſe names are mentioned in the ſchedule thereunto annexed, creditors of the ſaid *B.* of the other part, (reciting as therein is recited) the ſaid *B.* did covenant with the ſaid *C.* and *D.* within two days after all his creditors mentioned in the ſaid ſchedule had ſealed the ſaid articles, to aſſign unto the ſaid *C.* and *D.* in truſt for themſelves and the reſt of the ſaid creditors, all his ſhop goods, at the value of the firſt coſt, and all debts whatſoever which ſhall amount to —— pounds, or more; and amongſt other covenants therein contained, the ſaid *C.* and *D.* for themſelves and the reſt of the ſaid creditors, did thereby covenant to allow him for his own private uſe, out of the firſt money that ſhall be received out of the ſaid debts ſo to be aſſigned, the ſum of —— pounds, and twenty ſhillings *per* week for twenty weeks to be accounted from the date of ſuch aſſignment ſo to be made: **And whereas** the ſaid *B.* hath accordingly, by deed dated, *&c.* aſſigned over his ſaid debts to the ſaid *C.* and *D.* and they the ſaid *C.* and *D.* have impowered, or do intend to impower, the above bound *A.* to collect and gather in the ſaid debts: **And whereas** the ſaid *A.* at the requeſt of the ſaid *C.* and *D.* and of the ſaid *B.* is contented to become bound for the payment of the ſaid —— pounds, and the twenty ſhillings *per* week for twenty weeks out of the firſt monies that ſhall be received of the ſaid debts, whoſe bond the ſaid *B.* is willing to accept for the ſame, and to releaſe the ſaid *C.* and *D.* from the ſaid covenant for that purpoſe contained in the ſaid recited articles: **Now the Condition**, &c. That if the ſaid *A.* his heirs, *&c.* do and ſhall well and truly pay or cauſe to be paid unto the above named *B.* his executors, *&c.* the ſaid ſum of —— pounds, of, *&c.* and the ſaid twenty ſhillings *per* week for twenty weeks, to be accounted from the date of the ſaid aſſignment, by and out of the firſt monies that he ſhall receive, for or in reſpect of all or any the ſeveral debts mentioned in the ſaid ſchedule annexed to the ſaid articles, and by the ſaid *B.* aſſigned as aforeſaid; **Then**, *&c.*

*(Pigott.)*

*Condition of a Bond to pay proportionable Shares of the Charges of a Suit concerning a Common.*

WHEREAS there is within the pariſh of W. in the county aforeſaid, a certain parcel of paſture ground, containing by eſtimation ſixty acres, called Eaſtſide Common: **And whereas** every of the above bound *T. C. J. H. P. W.* and *W. F.* reſpectively, are ſeiſed of ſeveral lands and tenements in the ſaid pariſh of W. to which lands and tenements reſpectively, there doth belong common of paſture for ſheep on the ſaid Eaſtſide Common, at certain times in the year: **And whereas** *J. C.* of W. aforeſaid, Gentleman, doth claim common of paſture for ſheep in the ſaid Eaſtſide Common at ſuch times as he ought not to have ſuch common of paſture there: And thereupon the ſaid *T. C. J. H.* and *P. W.* and one *R. T.* of W. aforeſaid, and under-tenant of the ſaid *W. F.* or ſome of them, did lately diſtrain and impound the ſheep of the ſaid *J. C.* depaſturing in the ſaid Eaſtſide Common, whereupon the ſaid *J. C.* hath brought againſt them ſeveral actions of replevin: **And** the ſaid *T. C. J. H. P. W.* and *R. T.* have jointly and ſeverally retained the above named *N. C.* to defend for them the ſaid actions of replevin, and to proſecute and defend other actions concerning the ſaid Common. **Now the Condition** of the above-written obligation is ſuch, that if all and every of them, the ſaid *T. C. J. H. P. W.* and *R. T.* reſpectively, by parts and portions, rateable and proportionable to the reſpective quantities of land by every of them reſpectively occupied or poſſeſſed, and whereunto common of paſture for ſheep on the ſaid Eaſtſide Common doth appertain, do and ſhall from time to time, upon every requeſt made, well and truly pay, or cauſe to be paid unto the ſaid *N. C.* all ſuch ſum and ſums of money as the ſaid *N. C.* ſhall expend, lay out, or reaſonably deſerve to have, for or in the proſecuting or defending the ſeveral actions of replevin before mentioned, or any other action or actions, for or in the names of the ſaid *T. C. J. H. P. W.* and *R. T.* or any of them, for, about, or concerning the ſaid Common, called Eaſtſide Common: And alſo if every of them the ſaid *T. C. J. H. P. W.* and *R. T.* reſpectively, by ſuch parts and portions as aforeſaid, upon every requeſt made, do or ſhall pay and bear mutually to and amongſt each other, all ſuch coſts, charges, and damages, as they or any of them ſhall expend, pay or ſuffer for or by occaſion of the actions of replevin before mentioned or any other actions or ſuits, brought or to be brought by, for or againſt them, or any of them, touching or concerning the ſaid Eaſtſide Common: **And alſo**, if any of them the ſaid *T. C. J. H. P. W.* and *R. T.* ſhall not at any time acquit, releaſe, or diſcharge the ſeveral actions of replevin before mentioned, or any judgment, execution, coſts or damages to be thereupon had or obtained, or any other action, ſuit, judgment, execution, coſts or damages touching or concerning the ſaid Eaſtſide Common, by, for or in the names of any of them to be proſecuted, had or obtained without the licence or conſent of three of them the ſaid *T. C. J. H. P. W.* and *R. T.* thereunto firſt had and obtained in writing; **Then** this obligation, *&c.*

*(Jones.)*

*Condition of a Bond from a Purchaſer of Lands to the Seller, to pay Part of the Purchaſe-Money left in his Hands, and Intereſt to different Perſons on different Events.*

The will and codicil of the mother of the obligee recited, whereby ſhe gives (charged on her lands) a ſum to a natural daughter payable at 21 years, or marriage, and maintenance and education, the principal not to be raiſed in caſe of death ſooner, and that an allowance has been made of the obligee by conſent, and that the obligor has purchaſed of the obligee the lands. and that the money is retained by the obligor, by agreement, at intereſt. The condition, that the purchaſer ſhall pay the ſame on the different events, and intereſt, and to indemnify the vendor.

KNOW all Men, &c. Whereas *Clara Ball* deceaſed, mother of the above named *Bryan Ball*, did in and by her laſt will and teſtament, bearing date the 4th day of July which was in the year of our Lord 1764, give unto *Delia* her natural daughter the ſum of two thouſand pounds, to be paid to her at the age of twenty-one years, or day of marriage, which ſhould firſt happen; and wills, that ſuch part of the profits of her eſtate, lands and tenements, as her executors ſhould think ſuitable and convenient, be employed towards her education and maintenance, till the time appointed for payment of her ſaid legacy; and alſo wills, that the ſaid legacy ſhould be charged on her lands, if her perſonal eſtate would not extend to pay the ſame. And by a codicil annexed to her ſaid will ſhe did order that the two thouſand pounds, therein left to her ſaid daughter *Delia* ſhould not be raiſed or paid if ſhe ſhould die before twenty-one years of age, or day of marriage, but ſhould ſink into the real eſtate. And whereas the ſaid executors, with the approbation of the ſaid *Bryan Ball*, have thought fit to allow to the ſaid *Delia* the yearly ſum of thirty pounds, for her education and maintenance. And whereas the above bounden *Arthur Aſh* hath bought and purchaſed of the ſaid *Bryan Ball* all and every his meſſuages, lands, tenements and hereditaments in the pariſhes of Etten and Fond, and elſewhere, in the county of Glamorgan, for the ſum of five thouſand pounds, being parcel of the lands and tenements late of the ſaid *Clara Ball*, and chargeable with the ſaid ſum of two thouſand pounds portion, and thirty pounds *per annum* maintenance to the ſaid *Delia* as aforeſaid. And whereas three thouſand pounds part of the ſaid five thouſand pounds purchaſe-money have been paid by the ſaid *Arthur Aſh* to the ſaid *Bryan Ball*, upon his executing the conveyance of the premiſes, but the other two thouſand pounds, reſidue of the ſaid five thouſand pounds purchaſe-money was not paid, but are by agreement between the ſaid *Arthur Aſh* and *Bryan Ball* to remain in the hands of the ſaid *Arthur Aſh* as a charge on the ſaid meſſuages, lands and tenements ſo purchaſed as aforeſaid; and alſo on ſecurity of his own bond at intereſt after the rate of four pounds *per cent. per annum*, until the ſaid *Delia* ſhould attain the age of twenty-one years, or be married or die, which ſhould firſt happen. Now the Condition of this obligation is ſuch, that if the ſaid *Arthur Aſh*, his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Delia*, when, and in caſe ſhe ſhall attain her age of twenty-one years, or be married; or in caſe of her death before her ſaid age or marriage, to the ſaid *Bryan Ball*, his executors or adminiſtrators, the ſaid two thouſand pounds, reſidue of the ſaid ſum of five thouſand pounds, and alſo ſhall and do in the mean time pay intereſt for the ſame two thouſand pounds, after the rate of four pounds *per cent. per annum*, amounting to the yearly ſum of eighty pounds, in manner following, *viz.* fifty pounds *per annum*, part thereof, by equal half-yearly payments unto the ſaid *Bryan Ball*, his executors and adminiſtrators, and thirty pounds *per annum*, reſidue thereof, to the ſaid *Delia*, by like half-yearly payments. And alſo if the ſaid *Arthur Aſh*, his heirs, executors or adminiſtrators, ſhall and do in the mean time, and until the ſaid ſum of two thouſand pounds ſhall be paid in manner aforeſaid, ſave, defend, keep harmleſs and indemnified all and every other the lands, tenements and hereditaments of the ſaid *Bryan Ball*, chargeable with the ſaid legacy of two thouſand pounds, and maintenance of thirty pounds *per annum*, of and from the ſame, and every part thereof; then this preſent obligation to be void, or elſe to be and remain in full force and virtue.

*(Horſeman.)*

*Condition of a Bond given as a collateral Security.*

WHEREAS Sir *R. C.* of, *&c.* Baronet, by his bond or obligation, bearing even date herewith, is held and firmly bound unto the above named *H. H.* in the penal ſum of two hundred pounds, of lawful, *&c.* with condition thereunder written of making the ſame void on payment of the ſum of one hundred pounds of like money, with lawful intereſt for the ſame, unto the ſaid *H. H.* his executors, adminiſtrators or aſſigns, on the 26th day of April next enſuing the date thereof: And for better ſecuring the payment of the ſaid monies, the ſaid *R. C.* hath at the ſame time executed unto the ſaid *H. H.* a warrant of attorney for confeſſing a judgment on the ſaid bond in the Court of King's Bench at Weſtminſter, as of Eaſter term next enſuing, as by the ſaid bond or obligation and warrant of attorney, reference unto them being had, may appear: Now the Condition of the above written obligation is ſuch, that in caſe the ſaid Sir *R. C.* ſhall make default in payment of the ſaid ſum of one hundred pounds and the intereſt thereof, unto the ſaid *H. H.* his executors, adminiſtrators or aſſign, on the 2d day of June next enſuing the date hereof, being the day appointed on the *Ceſſat* execution above mentioned for payment thereof, then and in ſuch caſe the above bounden *T. E.* and *J. B.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *H. H.* his executors, adminiſtrators, or aſſigns, the ſum of one hundred pounds, with lawful intereſt for the ſame, on the day of, *&c.* in ſatisfaction and diſcharge of the above recited bond or obligation in that behalf entered into by the ſaid Sir *R. C.* as aforeſaid; Then, &c.

*Condition*

*Condition of a Bond to indemnify on Account of being Bail to a Writ of Error.*

WHEREAS a verdict in ejectment was obtained in his Majeſty's Court of Common Pleas againſt the above named *E. L. N. J. R.* and *J. L. N.* as defendants upon the demiſe of *J. N.* Gentleman, as plaintiff at the laſt ſummer Aſſizes held for the county of N. **And whereas** the ſaid defendants have ſince brought their writ of error upon the judgment in ejectment, to which bail being required to anſwer the mean profit of the lands and premiſes thereby recovered, the ſaid *E. L. N.* together with ——— are become bail to the ſaid writ of error, and are thereby liable to anſwer and make good all the rents and profits of the ſaid lands and premiſes ſo recovered as aforeſaid: **And whereas,** previous to and before the giving ſuch bail as aforeſaid, he the ſaid *J. R.* propoſed and agreed to indemnify the ſaid *E. L. N.* of and from the ſame, ſo far as concerned his the ſaid *J. R.*'s intereſt in the ſaid lands and premiſes ſo recovered in ſuch manner as herein after mentioned: **Now the Condition** of the above written obligation is ſuch, that if the above bound *J. R.* his heirs, executors and adminiſtrators, ſome or one of them, ſhall and do from time to time, and at all times hereafter, at his and their own proper coſts and charges, well and ſufficiently ſave, keep harmleſs and indemnified, as well the ſaid *E. L. N.* his heirs, executors and adminiſtrators, as alſo his and their real and perſonal eſtates, of, from and againſt all and all manner of actions, ſuits, judgments, executions, coſts, charges, damages and expences whatſoever, which ſhall or may at any time hereafter fall, ariſe, happen or come to him, them or any of them, for by reaſon or on account of his the ſaid *E. L. N.* being one of the bail to the ſaid writ of error as aforeſaid, or otherwiſe howſoever, touching or concerning the ſame: **Provided nevertheleſs,** and it is hereby agreed and declared, that the ſame ſhall extend no farther than only ſo far as relates to the intereſt of him the ſaid *J. R.* in the premiſes ſo recovered as aforeſaid, and of his being one of the defendants therein, and as to his coſts, charges and damages thereby ſuſtained; **Then** the above written obligation to be void, *&c.*

*(Jones.)*

*Condition of a Bond that an Infant ſhall within a limited Time confirm his Share of an Eſtate in Remainder by him conveyed; and that the Purchaſer ſhall peaceably enjoy the ſame, and alſo the Share of a Brother of the ſaid Infant by him alſo purchaſed.*

WHEREAS *J. P.* one of the children of *M. P.* daughter of *R. B.* late of ——— deceaſed, did on or about the ——— day of ——— laſt, convey and aſſign unto the above named *J. C.* all ſuch part, ſhare and proportion which he the ſaid *J. P.* then was, or after the deceaſe of his mother the ſaid *M. P.* ſhould be intitled to, of and in certain ——— which were by the ſaid *R. B.* by will dated ——— given to the ſaid *M. P.* for life, and of and in the monies for which the ſaid premiſes ſhould be ſold: **And whereas** it has been reported, that the ſaid *J. P.* was not of age at the time of executing the conveyance to the ſaid *J. C.* **And whereas** the ſaid *J. C.* hath, at the requeſt of the ſaid *P. B.* agreed to purchaſe the part and ſhare of *H. P.* one of the brothers of the ſaid *J. P.* of and in the ſaid ——— and monies for which the ſame ſhall be ſold, upon the ſaid *P. B.*'s agreeing to enter into the above written bond or obligation: **Now the Condition** of the above written obligation is ſuch, that if the ſaid *J. P.* ſhall and do, at any time within two years from the date of the above written obligation, confirm to the ſaid *J. C.* and his heirs, the conveyance and aſſignment made to him by the ſaid *J. P.* as aforeſaid; and alſo if the ſaid *J. C.* his heirs, executors, adminiſtrators and aſſigns, ſhall and do from time to time, and at all times for ever after the deceaſe of the ſaid *M. P.* peaceably and quietly have, hold occupy, poſſeſs and enjoy all ſuch part, ſhare and proportion, and parts, ſhares and proportions of, in, and to the ſaid ——— and the monies for which the ſame ſhall be ſold, which they the ſaid *J. P.* and *H. P.* and *S.* the wife of him the ſaid *P. B.* or any of them, have conveyed or aſſigned to the ſaid *J. C.* without the let or interruption of or by any perſon or perſons whomſoever, **Then** the above written obligation to be void; but if default be made in any of the conditions aforeſaid, **Then** it is to be and remain in full force and virtue.

*(Pigott.)*

*Condition of a Bond from one Coheir to an Uncle's Eſtate who has purchaſed from the other a Moiety thereof, the Purchaſer becomes bound to the Vendor to indemnify him againſt the Uncle's Debts,* &c.

KNOW all Men, &c.

**Whereas** by certain articles of agreement, bearing even date with the obligation above written, the above named Sir *B. B.* did (among other things therein mentioned) covenant and agree to convey his moiety, part and ſhare of and in certain lands, meadow and paſture grounds now or heretofore called E. in the pariſhes of F. and G. or one of them, in the county of M. containing fifty acres more or leſs (formerly the eſtate of *J. J.* deceaſed, late uncle of the ſaid Sir *B. B.* and *A. A.*) and of and in all meſſuages, erections and buildings thereupon, or upon any part thereof erected or built, unto the ſaid *A. A.* his heirs and aſſigns; in conſideration whereof the ſaid *A. A.* did at the ſame time agree to indemnify and keep harmleſs the ſaid Sir *B. B.* his heirs, executors and adminiſtrators, and his and their lands and tenements, goods and chattels, of, from and againſt all and every the debts and engagements of the ſaid *J. J.* yet ſtanding out and unſatisfied, and of, from, and againſt all actions, ſuits, loſs, coſts, charges, damages and expences, for or by reaſon or means of the ſame. **Now the Condition** of this obligation is ſuch, that if the ſaid *A. A.* his heirs, executors and adminiſtrators, or any of them, ſhall and do from time to time and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid Sir *B. B.* his heirs, executors and adminiſtrators, and his and their lands and tenements, goods and chattels, of, from and againſt all and every the debts and engagements of the ſaid *J. J.* yet ſtanding out and unſatisfied,

Articles recited, whereby the obligee covenanted, &c. and the obligor covenanted to indemnify the obligee againſt their uncle's debts, &c.

The condition for that purpoſe.

unſatisfied, and of, from and againſt all actions and ſuits, either in law or equity, loſs, coſts, charges, damages and expences, for, or by reaſon or means of the ſame, or any of them, then this preſent obligation to be void, or elſe to be and remain in full force or virtue.

*(Horſeman.)*

*Condition of a Bond to deliver and re-aſſign a Tally at a certain Time.*

WHEREAS the above named *B.* did on, *&c.* deliver or aſſign unto the above bound *A.* a tally in his Majeſty's Exchequer, ſtruck and granted unto the ſaid *B.* for ——— pounds, on the——— day of ——— ——, upon an act, *For granting to his Majeſty certain Duties upon Births, Marriages, Burials*, &c. payable after 37030, together with the order thereon, No. (———) upon which ſaid tally and order the ſaid *B.* hath had and received of the ſaid *A.* the ſum of ——— pounds, which ſhe hath offered and is ſtill ready to repay, and hath often demanded and requeſted of the ſaid *A.* to deliver and re-aſſign to her the aforeſaid tally and order, which the ſaid *A.* hath without the knowledge and conſent of the ſaid *B.* in that behalf delivered or aſſigned to ſome other perſon, but hath promiſed and agreed, on or before the ——— day of ——— next enſuing the date above written, to deliver and legally to aſſign, or cauſe to be delivered and aſſigned to the ſaid *B.* the ſaid tally and order, ſhe at the ſame time paying him the ſaid ſum of ——, which ſhe hath received of him as aforeſaid, or ſo much thereof as ſhall remain after deducting or allowing thereof what intereſt hath been received thereon ſince her delivery thereof: **Now the Condition**, &c. that if the ſaid *A.* his executors, *&c.* ſhall and do on, *&c.* deliver and legally aſſign, or cauſe to be delivered and legally aſſigned unto her the ſaid *B.* her executors, *&c.* the ſaid tally and order, free of all incumbrances by him or them to be done or committed, and ſhall and do at the ſame time pay and allow unto the ſaid *B.* what intereſt hath been received thereon ſince her delivery thereof, ſhe or they at the ſame time paying the ſaid ſum of ——— pounds unto the ſaid *A.* or ſo much thereof as ſhall remain, after deducting and allowing thereout the intereſt received as aforeſaid; Then, &c.

*(Wood.)*

*Condition of a Bond * to reſign a Vicarage.*

WHEREAS at the ſpecial inſtance and requeſt of the above bound *C. D.* the above named *A. B.* by his preſentation, bearing even date with and duly executed immediately before theſe preſents, hath recommended and preſented him the ſaid *C. D.* to the Moſt Reverend Father in God *F.* Lord Biſhop of *L.* to be admitted, inſtituted and inducted into the vicarage of the parochial church of ———, in the county

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* C A S E.

Sir *J. W.* Bart. being ſeiſed of an eſtate in tail in the county of N. had the right of preſentation to the living of H. and, upon the death of the late incumbent, was deſirous his nephew *C. W. G.* ſhould be preſented to the ſame; but he being then an infant of about the age of thirteen years, was incapable of accepting it: *J. D.* therefore requeſted to hold the ſame till ſaid *C. W. G.* was twenty-four years of age, or in prieſt orders; and for reſignation thereof gave a bond to the ſaid Sir *J. W.* in the penalty of two thouſand pounds, conditioned to reſign the ſaid living to ſaid *C. W. G.* at his age of twenty-four, or being in prieſt orders, at the requeſt of the ſaid Sir *J. W.* his heirs or aſſigns. Sir *J. W.* afterwards died, leaving ſaid *C. W. G.* (who was then under twenty-four, and not in prieſt orders) and appointed *J. G.* his father, and two others, truſtees and executors of his will, and left Sir *C. W.* Baronet, his eldeſt ſon and heir, an infant. Said *J. D.* and ſaid Sir *C. W.* combining together, the former refuſes to reſign the living, or the other to preſent *C. W. G.* thereto, according to the bond.

*Q.* Can ſaid *J. D.* be compelled to reſign ſaid living, and Sir *C. W.* be obliged to preſent *C. W. G.* thereto? And what methods muſt be taken to oblige ſaid *J. D.* to reſign ſaid living, and Sir *C. W.* to preſent *C. W. G.* thereto?

*A.* I am of opinion this bond is good both in law and equity, and an action may be maintained upon it, in caſe of a refuſal to reſign upon requeſt within twelve months after *C. W. G.* ſhall attain twenty-four years. In order to maintain the action, a demand muſt be made by the heir or aſſigns of Sir *J. W.* or by ſomebody on his and their behalf, within the twelve months after that age.

The action muſt be brought in the name of Sir *J. W.*'s executors; *C. W. G.* cannot be entitled to inſtitution and induction without a preſentation, which ſhould be by Sir *C. W.* the infant, who, if he refuſes, may be compelled by Bill in Chancery to preſent him.

*D. RYDER.*
*April* 3, 1752.

C A S E.

In 1778, Mr. *F. G.* purchaſed of *J. H.* and *T. W.* for four hundred pounds, "The next turn and every other turn "afterwards in and to the advowſon or advowſons, donation or donations, free diſpoſition or diſpoſitions, and right "of patronage and preſentation of, in, and to the rectory and pariſh church, or rectories and pariſh churches of L. "and N. S. in the county of Lincoln, and each or either of them." And by indenture of the 20th of November, 1778, ſame were granted, bargained and ſold (by direction and appointment of ſaid *F. G.*) unto and to the uſe of his brother and copartner *A. G. In Truſt* for ſaid *F. G.* his heirs and aſſigns for ever.

In November 1778, Mr. *F. G.* entered into an agreement with Sir *J. T.* "for the ſale of all his right to "ſaid living after the term that his ſon *F. G.* junior, could legally hold the ſame." And it was thereby agreed, that every turn and all right of preſentation till his ſon *F. G.* then at Cambridge, could be legally inducted in the ordinary courſe and time preſcribed by law, ſhould remain with and be the ſole property of *F. G.* the father, and after that time be the property of Sir *J. T.*

About

county of ——— with its rights, members and appurtenances in the dioceſe of the ſaid Lord Biſhop, and now vacant by the death of the late incumbent thereof, in ſuch manner as therein is mentioned and expreſſed, as by the ſaid preſentation may appear: **And whereas** previous to and before the executing of the ſaid preſentation, and in conſideration thereof, he the ſaid *C. D.* propoſed and agreed abſolutely to relinquiſh, reſign and ſurrender the ſaid vicarage, with its rights, member and appurtenances, and all his intereſt therein, unto the ſaid *A. B.* or to ſuch perſon as he ſhall appoint, at or within the time, and in ſuch manner as herein after is mentioned and expreſſed; **Now the Condition**, &c. That in caſe he the ſaid *C. D.* ſhall be admitted, inſtituted and inducted into the ſaid vicarage of the ſaid church of ——— in manner as aforeſaid; then if he the ſaid *C. D.* (upon and at the coſts and charges of the ſaid *A. B.* or his heirs) ſhall and do on or at any time before the ——— day of, *&c.* abſolutely quit, relinquiſh, and well and ſufficiently reſign and ſurrender up unto him the ſaid *A. B.* and his heirs, or to ſuch other perſon as he or they ſhall in that behalf nominate, direct or appoint, as well the ſaid vicarage of the ſaid pariſh of ——— with all its rights, members and appurtenances, as alſo all his the ſaid *C. D.*'s eſtate, right, title, intereſt, poſſeſſion, benefit, profits, property, claim and demand whatſoever, both at law and equity, or otherwiſe howſoever, of, in and to the ſame: **Then**, &c.

*Condition of a Bond that the Perſon preſented to a Living ſhall reſign the ſame, upon Requeſt after ſix Years.*

**The Condition** of this obligation is ſuch, That **Whereas** the rectory or pariſh church of S. in the county of S. is now become void by the natural death of *R. B.* the laſt incumbent thereof: **And whereas** it belongeth to the above named *A. B.* as truſtee for the above named *C. D.* to preſent thereunto: **And whereas** the ſaid *A. B.* hath this day preſented unto the ſaid rectory and pariſh church the above bound *E. F.* intending hereafter to preſent thereunto the ſaid *C. D.* when he ſhall be capable thereof, or ſome friend of the ſaid *C. D.* If therefore the ſaid *E. F.* ſhall be admitted, inſtituted and inducted into the ſaid rectory and pariſh church of S. aforeſaid, and ſhall and do within ſix months next after the expiration of ſix years, to be computed from the date of the above written obligation, upon requeſt made to him for that purpoſe, abſolutely reſign the ſaid rectory and pariſh church, and ſhall and do give notice of ſuch his reſignation to the ſaid *A. B.* his executors or adminiſtrators, and ſhall and do procure ſuch reſignation to be accepted, ſo that the ſaid rectory and pariſh church may thereby become vacant, and the ſaid *A. B.* his executors or adminiſtrators may be at liberty to preſent anew thereto: **Then** this obligation to be void, *&c.*

*Condition of a Bond from a Mother-in-law to her Son-in-law, to indemnify him againſt a Sum of Money left in the Hands of his Wife, upon a Purchaſe made by her before their Intermarriage.*

**Know all Men**, &c.

**Whereas** Dame *Cecilia Bing* (now wife of the above named Sir *Bernard Bing*) whilſt a widow and unmarried, did, in or about the month of *December* in the year of our Lord 1771, purchaſe to her and her heirs of and from *David Dent*, Gentleman, and *Eve* his wife, or one of them, a meſſuage or tenement, and farm, and divers lands and hereditaments with their appurtenances, in Foxend in the county of Glouceſter. **And whereas** the ſum of two thouſand pounds, (part of the monies agreed to be paid by the ſaid Dame *Cecilia Bing* for the purchaſe of the premiſes) was by agreement between her and the ſaid *David Dent* and *Eve* his wife, left in the hands of her the ſaid Dame *Cecilia Bing* at intereſt,

Recital of a purchaſe, &c.

Part of the money left in C. B.'s hands at intereſt, &c.

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About June 1779, ſaid living became vacant, and *F. G.* preſented *T. T.* thereto, who gave a bond in the penalty of two thouſand pounds to reſign the living upon requeſt; and *T. T.*'s father alſo gave a bond to ſame purport, in penalty of one thouſand pounds.

In October laſt, a commiſſion of bankrupt iſſued againſt ſaid *A. G.* and *F. G.* and they were declared bankrupts, and all their eſtates and effects have been legally conveyed and aſſigned to the aſſignees.

No act has been done to ratify ſaid agreement with Sir *J. T.* Mr. *F. G.* is about twenty years of age, and has been upwards of two years at the univerſity.

*Q.* Can the aſſignees ſell all the turns and avoidances in ſaid living until *F. G.* junior, arrives at the age of twenty-four, (when it is preſumed he will obtain prieſt orders, and be enabled to hold, or be preſented and inducted to ſaid living?) Or for what other period, and what eſtate and intereſt have ſaid aſſignees and Sir *J. T.* reſpectively, in ſaid living? And in what manner, and for what time can the aſſignees diſpoſe of their right and intereſt in ſame? And can they ſupport an action againſt either, and which of ſaid Mr. *T.*s on ſaid bonds, in caſe Mr. *T.* junior, ſhould refuſe to reſign ſaid living upon requeſt? And can the biſhop be compelled, and by whom, and in what manner, to accept of Mr. *T.*'s reſignation?

*A.* I think the aſſignees may ſell all ſuch chance to turns of preſenting to this living as may happen before *F. G.* junior, ſhall attain the age of twenty-four: ſubject to that right the inheritanee muſt be conveyed to Sir *J. T.* The conveyance of the chance to turns may be a common bargain and ſale. The aſſignees may ſupport an action to procure an avoidance for *legal purpoſes*, but equity will not ſuffer them to make uſe of the bond to procure an immediate reſignation, ſo as to ſell the next turn; that would be deemed ſimonaical. If *F. G.* had not become bankrupt, and had made uſe of the bond to procure a vacancy for the purpoſe of fairly preſenting his ſon, or any other perſon, without receiving any conſideration for ſuch preſentation, I take it for granted the biſhop would accept the reſignation, becauſe there would be no other way of preventing Mr. *T.* from paying the whole penalty of the bond, as *T.* is bound to procure the acceptance of the reſignation. But if the reſignation is applied for, for the purpoſe of carrying the aſſignees intereſt to better market, it cannot be compelled.

*L. KENYON.*

*Lincoln's Inn, Feb.* 12, 1780.

after

after the rate of four pounds *per cent. per annum*, ſubject nevertheleſs to deductions for and on account of any incumbrances that might affect the premiſes, and particularly the dower of *Helena Dent*, widow, mother of the ſaid *David Dent*, in the premiſes: **And** it was further agreed, that afterwards the ſaid two thouſand pounds or ſo much thereof as ſhould remain after the ſaid incumbrances ſhould be diſcharged and deducted as aforeſaid, ſhould be laid out and inveſted in a purchaſe of lands to be conveyed to the uſe of the ſaid *David Dent* for life, and after his death to the uſe of the ſaid *Eve* for her life for her jointure, and after her deceaſe to the iſſue of the body of the ſaid *David Dent* by the ſaid *Eve*, in ſuch manner as ſhould be mutually agreed by and between the ſaid *David Dent* and *Eve* his wife, and *Joſeph Jell* and *Kenrick Kelly*, (two perſons nominated truſtees for that purpoſe by the ſaid *David Dent* and *Eve* his wife, or one of them;) and for default of ſuch iſſue, to the uſe of the right heirs of the ſaid *David Dent*; and that until ſuch purchaſe ſhould be made the intereſt of the ſaid ſum of two thouſand pounds, or ſo much thereof as ſhould remain after ſuch deductions as aforeſaid, ſhould go and be paid to ſuch perſon or perſons as would be intitled to the lands ſo intended to be purchaſed and ſettled, in caſe the ſame were purchaſed and ſettled as aforeſaid. **And whereas** in purſuance of the ſaid recited agreement the ſaid ſum of two thouſand pounds was accordingly left in the hands of the ſaid Dame *Cecilia Bing*, and by one bond or obligation bearing date on or about the 14th day of April 1772, the ſaid Dame *Cecilia Bing* did become bound to the ſaid *John Jell* and *Kenrick Kelly*, in the penal ſum of four thouſand pounds, conditioned to be void, if ſhe, her heirs, executors or adminiſtrators ſhould, within the ſpace of ſix months next after ſuch notice given to her or them, as was therein for that purpoſe mentioned, pay unto the ſaid *John Jell* and *Kenrick Kelly*, their executors or adminiſtrators, in truſt for the uſes and purpoſes aforeſaid, the ſaid ſum of two thouſand pounds, with ſuch intereſt for the ſame as aforeſaid, deducting and retaining out of the ſame ſo much as ſhould be ſufficient to diſcharge ſuch incumbrances and dower as aforeſaid, as by the ſaid recited bond or obligation, and condition there under written, relation being thereunto had, may appear. **And whereas** the ſum one thouſand pounds (part of the ſaid ſum of two thouſand pounds) or thereabouts, hath been ſince paid and applied by the ſaid Dame *Cecilia Bing* in paying off incumbrances upon the premiſes, and in buying in the right and title of dower of the ſaid *Helena Dent* in and to the premiſes, ſo that there now remains due upon the ſaid recited bond or obligation only the ſum of one thouſand pounds principal money, or thereabouts. **And whereas** the ſaid Sir *Bernard Bing* hath intermarried with the ſaid Dame *Cecilia Bing* ſince her entering into the ſaid recited bond as aforeſaid. **And whereas** upon the marriage lately had and ſolemnized between *Lewis Lane*, Eſquire, and *Mary* his now wife, ſole daughter of the ſaid Dame *Cecilia Bing*, the ſaid meſſuage, farm, lands, and hereditaments and premiſes (together with other manors, meſſuages, lands and hereditaments, the eſtate of the ſaid Dame *Cecilia Bing*, and of her the ſaid *Mary*, or one of them) were by indenture quadrupartite, dated the 10th day of this inſtant month of July, ſettled, conveyed and limited to ſuch uſes as are and were therein expreſſed. **And whereas** previous to the ſaid laſt mentioned marriage and ſettlement, the above bounden *Agnes Aſh* (mother of the ſaid Dame *Cecilia Bing*, and truſtee for her on her marriage with the ſaid Sir *Bernard Bing*) did promiſe and undertake to pay the ſaid ſum of one thouſand pounds, remaining due upon the ſaid recited bond as aforeſaid, or ſo much of the ſaid ſum of two thouſand pounds as is yet unpaid, together with all intereſt due or to grow due for the ſame, or any part thereof, as and when the ſame ſhall become payable for the uſes and purpoſes aforeſaid, according to the condition of the ſame bond, and thereof and therefrom to ſave, keep harmleſs and indemnified the ſaid Sir *Bernard Bing*, his heirs, executors and adminiſtrators, lands and tenements, goods and chattels, and the ſaid manors, meſſuages, lands, hereditaments and premiſes ſo ſettled as aforeſaid. **Now the Condition** of this obligation is ſuch, That if the ſaid *Agnes Aſh*, her heirs, executors or adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid the ſaid ſum of one thouſand pounds, ſo remaining due as aforeſaid, or ſo much of the ſaid ſum of two thouſand pounds as is yet unpaid, together with all intereſt due or to grow due for the ſame, or any part thereof, as and when the ſame ſhall become payable, for the uſes and purpoſes aforeſaid, according to the condition of the ſaid recited bond, and thereof and therefrom, and of and from all coſts and charges on account thereof ſhall and do ſave, defend, keep harmleſs and indemnified the ſaid Sir *Bernard Bing*, his heirs, executors and adminiſtrators, and every of them, and his and their lands and tenements, goods and chattels, and the ſaid manors, meſſuages, lands, hereditaments and premiſes, ſo ſettled as aforeſaid; **Then**, &c.

*(Horſeman.)*

and then to be inveſted in a purchaſe to the uſe of the vendor for life, with remainders, and in the mean time the intereſt to go to perſons intitled,

and that ſuch part was left accordingly, and the purchaſer became bound to truſtees;

and that ſome of this depoſit has been ſince applied to pay off incumbrances, &c. and a certain ſum remains due, and that upon the marriage of the purchaſer's daughter the purchaſed lands were ſettled,

and that previous to this marriage the purchaſer's mother undertook to pay the remaining ſum with intereſt, and to indemnify the purchaſer's huſband, the obligee. The condition for that purpoſe.

*Condition of a Bond from an Owner of Part of a Ship, that an Owner of another Part of a Ship, (he being abroad) ſhall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the ſame.*

**Whereas** *C.* of, *&c.* owner of one full quarter or fourth part of and in all that good ſhip or veſſel, called, *&c.* burthen, *&c.* now, *&c.* whereof, *&c. F.* of, *&c.* owner of one other quarter or fourth part of the ſaid ſhip, the above bound *A.* owner of one other quarter or fourth part of the ſaid ſhip, *G.* of, *&c.* owner of one eighth part of the ſaid ſhip, by a certain writing or bill of ſale, bearing date, *&c.* in conſideration, *&c.* have granted, *&c.* to the ſaid *B.* the ſeveral parts and ſhares of and in the ſaid ſhip, whereof they are owners as aforeſaid, and of all and ſingular the maſts, *&c.* to hold, *&c.* as thereby, relation, *&c.* **And whereas** *H.* and *J.* of N. E. merchants, are owners of the other eighth part of the ſaid ſhip, and are made parties to the ſaid recited bill of ſale; but being abſent from L. the ſaid *A.* hath undertaken and agreed with the ſaid *B.* that they ſhall duly execute the ſaid recited bill of ſale, or otherwiſe by ſome other deed or writing ſufficiently convey the ſaid eighth part of and in the ſaid ſhip, with her appurtenances, unto the ſaid *B.* and thereupon the ſaid *B.* hath paid unto the ſaid *A.* the ſum of —— pounds, being the full ſum which the ſaid eighth part of the ſaid *H.* and *J.* of and in the ſaid ſum of —— pounds, the purchaſe money for the ſaid ſhip amounts unto: **Now the Condition**, *&c.* that if the ſaid *H.* and *J.* their executors, *&c.* ſhall and do within —— after the date above written, duly ſign, ſeal and execute the ſaid recited writing or bill of ſale of the ſaid eighth part of the ſaid ſhip, to the ſaid *B.* as aforeſaid, or otherwiſe by ſome other deed or writing duly executed ſufficiently convey and aſſure the ſaid eighth part of and in the ſaid ſhip, with her appurtenances in and by the ſaid recited bill of ſale, intended to be ſold unto the ſaid *B.* his

*B.* his executors, *&c.* as by him or them, or by his or their counſel, ſhall be reaſonably adviſed and required; and if in the mean time, and until the ſaid eighth part of the ſaid *H.* and *J.* of and in the ſaid ſhip, with her appurtenances, ſhall be ſo ſufficiently and actually ſold and conveyed as aforeſaid, the ſaid *B.* his executors, *&c.* ſhall and do peaceably and quietly have, *&c.* the ſaid eighth part of and in the ſaid ſhip or veſſel, with her appurtenances belonging to, and whereof the ſaid *H.* and *J.* are owners, without any let, ſuit, trouble, denial, or interruption, of or by them the ſaid *H.* and *J.* their executors, adminiſtrators or aſſigns, or any other perſon or perſons whatſoever; **Then**, *&c.*

*Condition of a Bond from four Perſons to a Purchaſer, touching Payment of two Hundred Pounds Truſt Monies, (being Part of Purchaſe Monies) according to the Truſts thereof, and for indemnifying Purchaſer therefrom, &c.*

**WHEREAS** by indentures of leaſe and releaſe, bearing date reſpectively the 17th and 18th, *&c.* and made between the above bounden *H. S.* (by the name of, *&c.*) and *P.* his wife, (ſince deceaſed) of the firſt part, the above bounden *J. S.* and *D.* his wife, of the ſecond part, *E. E.* Gentleman, and the above bounden *J. H.* of the third part, and *R. T.* Gentleman, (ſince deceaſed) of the fourth part, **All that**, &c. and in the ſame indenture of releaſe particularly mentioned, *were* by virtue thereof, and of a fine duly levied, purſuant to the covenant therein contained, granted and releaſed unto and to the uſe of the ſaid *R. T.* and his heirs, *upon truſt*, that he the ſaid *R. T.* and his heirs ſhould ſell and diſpoſe of the ſame for the beſt price that could be got for the ſame: *And upon further truſt*, that after payment of the ſeveral ſums of ſix hundred pounds and four hundred pounds, due unto the ſaid *E. E.* and *J. H.* upon their ſeveral ſecurities therein mentioned, and all intereſt due for the ſame, to pay and diſpoſe of all the reſt and reſidue of ſuch money, or permit and ſuffer the ſaid *E. E.* and *J. H.* to take out of ſuch purchaſe money, the ſum of eight hundred pounds, ſubject to the following truſts, *viz. Upon truſt* that the ſaid *E. E.* and *J. H.* ſhould pay the intereſt of the ſaid eight hundred pounds to the ſaid *D. S.* during her life, and after her deceaſe to diſpoſe of the ſame in manner following, *viz.* The ſeveral ſums of three hundred pounds and three hundred pounds unto *M. S.* and *E. S.* (ſiſters of the ſaid *H. S.*) and two hundred pounds, the reſidue thereof, to *H. S.* ſon of the ſaid *H. S.* and to be ſo paid to them immediately upon the deceaſe of the ſaid *D. S.* and in caſe the ſaid *H. S.* the ſon ſhould happen to die in the life-time of the ſaid *D. S.* then the ſaid *E. E.* and *J. H.* ſhould pay and apply part of the ſaid two hundred pounds in ſuch manner as the ſaid *D. S.* ſhould by deed or will direct and appoint, and the other one hundred pounds to the ſaid *H. S.* the father: **And whereas** by indenture *Quadrupartite*, bearing date the 7th day of, *&c.* made between the ſaid *J. S.* and *D.* his wife, of the firſt part, the ſaid *H. S.* the father, of the ſecond part, the ſaid *M. S.* of the third part, and the above bounden *N. H.* of the fourth part, (after reciting as therein is recited) in conſideration of a marriage then intended to be had between the ſaid *N. H.* and *M. S.* (and which was ſoon afterwards had and ſolemnized accordingly) *It is* inter alia *mutually agreed* between the parties thereto, that in caſe the ſaid *H. S.* the ſon die in the life time of the ſaid *D. S.* then the ſaid *M. S.* ſhould have, as a further advancement in marriage, the ſum of one hundred pounds, part of the ſaid ſum of two hundred pounds, and that the ſaid *E. E.* and *J. H.* ſhould, immediately after the death of the ſaid *H. S.* the ſon, pay the ſaid ſum of one hundred pounds, part of the ſaid two hundred pounds unto the ſaid *M. S.* as in and by the ſaid indentures, relation, *&c.* reſpectively, *&c.* **And whereas** the ſaid *H. S.* the ſon is ſtill an infant, *viz.* of the age of ——— or thereabout: **And whereas** the ſaid *J. S.* and *D.* his wife, *H. S.* the father, *N. H.* and *M. H.* his wife, and *E. S.* have contracted and agreed with the above named *G. O.* for the abſolute ſale of the ſaid premiſes unto him the ſaid *G. O.* for the ſum of one thouſand eight hundred pounds. And by indenture of eight parts, bearing even date herewith, and made between, *&c.* the ſaid capital meſſuage, *&c.* (in conſideration of the ſaid ſum of one thouſand eight hundred pounds, as therein mentioned) are granted and releaſed unto and to the uſe of the ſaid *G. O.* and *J. H.* and the heirs of the ſaid *G. O.* *In truſt nevertheleſs* as to the eſtate of the ſaid *J. H.* for and for the only benefit of the ſaid *G. O.* and his heirs for ever: **And whereas** the ſum of two hundred pounds, part of the ſaid ſum of one thouſand eight hundred pounds, is, in and by the ſaid recited indenture of eight parts, mentioned to be paid by the ſaid *G. O.* unto the ſaid *E. E.* and *J. H.* which is to be by them paid over unto the ſaid *H. S.* the ſon, in caſe he ſhall ſurvive his ſaid grandmother *D. S.* or otherwiſe to be paid in the manner as in that behalf directed by the ſaid recited indenture *quadrupartite* of releaſe of the 18th, *&c.* and the ſaid in part recited indenture *quadrupartite* of ſettlement of the 7th of, *&c.* reſpectively: **Now the Condition** of the above written obligation is ſuch, That if the ſaid *E. E.* and *J. H.* and the ſurvivor of them, their ſeveral heirs, executors and adminiſtrators, do and ſhall from time to time, and at all times hereafter, well and truly pay, apply and diſpoſe of the ſaid ſum of two hundred pounds, and the intereſt thereof, from time to time accruing and becoming due, purſuant to the ſeveral truſts contained in the ſaid ſeveral in part recited indentures of the 18th of May, *&c.* and the 7th of December, *&c.* reſpectively; **And** ſhall and will from time to time, and at all times hereafter, ſave harmleſs, and keep indemnified the ſaid *G. O.* his, *&c.* and his and their eſtates, goods and chattels, of and from all and all manner of ſuits, loſſes, damages and expences whatſoever, which he the ſaid *G. O.* his, *&c.* or any or either of them ſhall or may ſuſtain, ſuffer, or be put unto, either in law or equity or otherwiſe, for or by reaſon or means of the payment of the ſaid two hundred pounds, unto the ſaid *E. E.* and *J. H.* as aforeſaid, or by reaſon of the right, title or claim in or to the ſaid ſum of two hundred pounds or any part thereof, of the ſaid *H. S.* the ſon, his executors or adminiſtrators, or any other perſon or perſons whatſoever, by virtue of or under the ſaid ſeveral in part recited indentures of the ſaid 18th of May, *&c.* and the 7th of December, *&c.* or either of them, or any thing ariſing therefrom or relating thereunto; **Then**, *&c.*

*(W. P. Williams.)*

Recitals, viz. The conveyance and fine of premiſes toa truſtee to be ſold.

and after payment of debts thereinmentioned, then as to 800*l.* part of purchaſemonies upon the truſts, &c.

As to the marriage of one of the daughters and her portion payable out of truſt monies.

As to the infancy of the grandſon, and contract for purchaſe, &c.

and that ſaid 200*l.* part of purchaſemonies was paid to the two truſtees.

Condition.

and to indemnify purchaſer therefrom, &c.

*Condition of a Bond from an intended Husband to the Truſtees of his intended Wife, to pay them a Sum of Money to be applied to her Support and Maintenance, in caſe of Neceſſity by Loſſes in Trade,* &c.

Marriage intended.

WHEREAS a marriage is intended, *&c.* between the above bound *T. H.* and *C. D. daughter, niece,* &c. of the above-mentioned *E. F.* And whereas the ſaid *E. F.* in conſideration thereof, has agreed to pay to the ſaid *T. H.* —— pounds on the day of the ſaid marriage, in part of the marriage portion with the ſaid *C. D.* and alſo to enter into and execute unto the ſaid *T. H.* one bond or obligation of equal date herewith, in the penal ſum of —— pounds for the ſecuring the payment of the ſum of —— pounds, with intereſt, in —— months, from the date of the ſaid bond, which ſaid —— pounds, and —— pounds is to be in full of the ſaid marriage portion of the ſaid *C. D.*

To provide againſt accidents, the huſband agrees to veſt a ſum in truſtees for the wife's ſeparate uſe.

And whereas in conſideration of the ſaid marriage and portion, and to provide a competent maintenance for the ſaid *C. D.* in caſe of loſſes in trade, or other misfortunes during the ſaid intended coverture; and in caſe the ſaid *C. D.* ſhall ſurvive the ſaid *T. H.* and be not by him at his deceaſe otherwiſe better provided for, and that ſhe ſhall not be deſtitute of a neceſſary ſubſiſtence in any ſuch caſes, he the ſaid *T. H.* has agreed to ſecure to the ſaid *C. D.* notwithſtanding ſuch coverture or ſurvivorſhip, the ſum of ——— pounds, and for that purpoſe to veſt and pay the ſame into the hands of the ſaid *E. F.* and *G. H.* in truſt to and for her ſeparate uſe and behoof: Now therefore the Condition, &c. that if the ſaid marriage ſhall take effect, and the ſaid *T. H.* his heirs, executors or adminiſtrators, or ſome of them ſhall and do well and truly pay, or cauſe to be paid to the ſaid *E. F.* and *G. H.* or the ſurvivor of them, or to the executors or adminiſtrators of ſuch ſurvivor, the ſaid ſum of ——— pounds, of, *&c.* on the day next after the ſaid marriage ſhall be conſummated, to and for the only proper and ſeparate uſe and behoof of the ſaid *C. D.* her executors, adminiſtrators, and aſſigns, notwithſtanding the ſaid coverture; Then, &c. *

*Condition of a Bond by a Vendor of Lands, to the Purchaſer to repay the Purchaſe-Money, if the Purchaſer retracts within a limited Time.*

KNOW all Men, &c.

Recital of an agreement for a purchaſe,

Whereas the above named *B. B.* hath lately contracted and agreed with the above bounden *A. A.* for the purchaſe of one moiety of the manors of Conhall and Dyle, and divers other lands, tenements and hereditaments in Egar, Fitchin, and Gore, or ſome of them, in the county of Hertford, for the ſum of eight thouſand pounds of lawful money of Great-Britain, which ſaid hereditaments and premiſes, are by indentures of leaſe and releaſe, and bargain and ſale, intended to be inrolled, the leaſe bearing date the day before the day of the date of the releaſe, and the releaſe and bargain and ſale bearing even date with the obligation above written, and made or mentioned to be made between the ſaid *A. A.* and *J.* his wife, of the one part, and the ſaid *B. B.* and *K. K.* of the other part, conveyed, or mentioned or intended to be conveyed unto and to the uſe of the ſaid *B. B.* and *K. K.* and the heirs and aſſigns of the ſaid *B. B.* in truſt, as to the eſtate of the ſaid *K. K.* for the ſaid *B. B.* his heirs and aſſigns.

and of a conveyance purſuant thereto.

and of an agreement that the purchaſer might retract and reconvey, &c.

And whereas as well at the time of ſuch contract as of ſuch conveyance as aforeſaid, it was agreed between the ſaid *A. A.* and *B. B.* that in caſe at any time within the ſpace of one year and a half next enſuing the date of the ſaid releaſe and bargain and ſale, he the ſaid *B. B.* or his heirs, ſhould diſlike or diſapprove of the ſaid purchaſe ſo made as aforeſaid, for any cauſe whatſoever, and of ſuch his diſlike ſhould give or leave notice in writing, to or for the ſaid *A. A.* or his heirs, at his or their then dwelling-houſe or place of abode, and thereupon at the end of three calendar months next after ſuch notice offer to make a reconveyance of the premiſes to the ſaid *A. A.* and his heirs, or as he or they ſhould direct on his or their repayment of the aforeſaid ſum of eight thouſand pounds unto the ſaid *B. B.* his heirs, executors or adminiſtrators, at the time of ſuch reconveyance; then and in ſuch caſe he the ſaid *A. A.* or his heirs, ſhould and would accept of ſuch reconveyance, and thereupon repay to the ſaid *B. B.* his heirs, executors or adminiſtrators, the ſaid ſum of eight thouſand pounds, but without any intereſt for the ſame in the mean time (it being agreed, that the rents and profits of the premiſes, which ſhall accrue or grow due to the ſaid *B. B.* until the time of ſuch reconveyance, ſhall be accepted and taken by him in lieu of intereſt.)

and that the vendor ſhould enter into bond.

And it was further agreed between the ſaid *A. A.* and *B. B.* that the ſaid *A. A.* ſhould enter into one bond or obligation of the penalty of two thouſand pounds, to the ſaid *B. B.* for making good the ſaid agreement on the part and behalf of the ſaid *A. A.* his heirs, executors or adminiſtrators, to be done and performed.

The condition.

Now the Condition of this obligation is ſuch, That if the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do, at the end of three calendar months next after ſuch notice in writing given, or left by the ſaid *B. B.* or his heirs, of his or their diſlike of the aforeſaid purchaſe and tender of ſuch reconveyance as aforeſaid, accept the ſame, and thereupon repay unto the ſaid *B. B.* his heirs, executors or adminiſtrators, the aforeſaid ſum of eight thouſand pounds, but without intereſt in the mean time for the cauſe aforeſaid; Then, &c.

*(Horſeman.)*

* A warrant of attorney may be given to confeſs judgment for the money ſecured by this bond, which may be in the common form.

*Condition*

*Condition of a Bond from a Father to his Son, to pay him One Hundred Pounds for Agency or Factorage, with a Proviſo for determining Agency.*

Recital, viz. As to the ſon's agreement for his ſervice of agency.

WHEREAS the above named *J. M.* (ſon of the above bound *A. M.*) hath agreed to ſerve him the ſaid *A. M.* in the nature of his agent or factor, to tranſact, manage and look after all the affairs and buſineſs of him the ſaid *A. M.* relating to his buſineſs of a timber-merchant at R. aforeſaid, and all other places there near adjoining, And alſo to make proper entries in a book or books to be prepared for that purpoſe, a true and juſt account of all timber, and other goods and things relating to the ſaid buſineſs, which ſhall be by him the ſaid *J. M.* bought in and received, and be by him ſold and delivered out for ready monies, or upon truſt, or otherwiſe; and alſo to account for and pay to him the ſaid *A. M.* all and every ſuch ſums of money as ſhall be by him the ſaid *J. M.* received on account of the ſaid buſineſs, after all charges deducted, when and as often as ſo required by the ſaid *A. M.* for that purpoſe, for and during the term of one year certain, to commence from Michaelmas day now laſt paſt, and ſo in like manner afterwards from year to year, for ſuch further term and terms of years, as they the ſaid *A. M.* and *J. M.* during their joint-lives, ſhall mutually agree and think fit; nevertheleſs determinable in ſuch manner as herein after is for that purpoſe mentioned and expreſſed; in conſideration of which ſervice ſo to be done and performed by the ſaid *J. M.* he the ſaid *A. M.* hath agreed to pay and ſecure to be paid unto the ſaid *J. M.* the yearly ſum of one hundred pounds by quarterly payments, in ſuch manner as herein after alſo is mentioned: Now the Condition, &c. that if the ſaid *A. M.* his executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *J. M.* or his aſſigns, (during the time of ſuch his agency or factorage in the ſaid buſineſs, and in the manner as aforeſaid) the ſaid yearly ſum of one hundred pounds of, *&c.* clear of all taxes, charges and deductions whatſoever, on the four feaſts or quarter-days following, *viz.* on, *&c.* by four even and equal portions; the firſt of which quarterly payments to begin, *&c.* Then the ſaid obligation is to be void and of no effect: But if default ſhall be made in any or either of the ſaid quarterly payments, then the ſaid obligation ſhall be and remain in full force and virtue: Provided always, and it is hereby mutually agreed and declared, by and between them the ſaid *A. M.* and *J. M.* that in caſe either of them the ſaid *A. M.* and *J. M.* ſhall at any time during their joint-lives, give ſix months notice in writing to the other of them, that ſuch agency or factorage of him the ſaid *J. M.* in the aforeſaid buſineſs, ſhall ceaſe and determine at the end of ſuch ſix months notice ſo given; or in caſe either of them the ſaid *A. M.* and *J. M.* ſhall happen to die before the end of any ſuch ſix months ſo given; Then, and in either of the ſaid caſes, all future and further quarterly payments of the ſaid yearly ſum of one hundred pounds (from the end of ſuch months notice ſo given as aforeſaid, or upon the death of either of them the ſaid *A. M.* and *J. M.* as aforeſaid,) ſhall from henceforth abſolutely ceaſe, determine and be utterly void to all intents and purpoſes whatſoever; Any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

As to the father's agreement to pay 100l. per ann. &c. The condition.

Proviſo as to ageney ceaſing.

*(Pigott.)*

*Condition of a Bond from ſeveral Perſons on their conveying Lands to a Purchaſer, that a Minor (intereſted) when he attains his Age, or if he dies before his Age, and without iſſue, that one of the Obligors in particular (who has the Reverſion) ſhall execute ſuch Conveyance for the Confirmation thereof to the Obligee, as he, &c. ſhall deviſe.*

WHEREAS, &c. [*Recite a conveyance from the obligors and others to the obligee, and the recitals therein, wherein it appears that one* J. K. *concerned in the fee, is not of age.*] And whereas in conſideration of the ſaid ſum of ———— pounds, ſo paid for the purchaſe of the ſaid premiſes as aforeſaid, the ſaid *A. B. C. D.* and *E. F.* at ſealing the ſaid recited indenture *tripartite*, agreed, that the ſaid *J. K.* and his heirs, on his attainment of his age of twenty-one years, ſhall at the requeſt and charges of the ſaid *L. M.* his heirs and aſſigns, ſeal and execute a conveyance or conveyances of the ſaid, *&c.* unto and to the uſe and behoof of the ſaid *L. M.* his heirs and aſſigns, as herein after is mentioned: Now the Condition, &c. That if the ſaid *J. K.* and his heirs, ſhall and do upon attainment of his age of twenty-one years; and in caſe of his deceaſe before attainment of the ſaid age, or without iſſue of his body, if the ſaid *A. B.* or ſuch other perſon or perſons to whom the right of inheritance of the ſaid premiſes, by virtue of the ſaid will of the ſaid *G. H.* ſhall then belong, ſhall and do at the requeſt, coſts and charges in the law, of the ſaid *L. M.* his heirs or aſſigns, ſeal and execute, in due form of law, ſuch conveyance or conveyances, aſſurance or aſſurances, for granting, aſſuring, conveying and confirming unto and to the uſe of the ſaid *L. M.* his heirs and aſſigns, the ſaid, *&c.* and all and ſingular the ſaid premiſes, by the ſaid recited indentures *tripatite* mentioned to be granted, *&c.* and all his, their and every of their eſtate, *&c.* of, in and to the ſame, in ſuch manner, as by the ſaid *L. M.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed and required, ſo as ſuch conveyance or conveyances, aſſurance or aſſurances, contain therein no farther or larger warranty or covenant, than againſt the act or acts of the party or parties required to make and execute the ſame, or any claiming by, from or under them, or by, from, under or in truſt for the ſaid *G. H.* deceaſed, and ſo as the party or parties required to make and execute ſuch conveyance or aſſurances, be not compelled or compellable to travel from his or their place of abode, for the making and executing thereof; Then, &c.

*(Wilbraham.)*

*Condition*

*Condition of a Bond from a Mortgagor to a Perſon who was bound to the Mortgagee for the due Payment of the Intereſt.*

Recital of a mortgage in fee.

and that the obligee became bound to the mortgagee by way of collateral ſecurity for the intereſt.

The condition, to indemnify the obligee.

KNOW all Men, &c. **Whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day before, and the releaſe bearing even date with the obligation above written, and made or mentioned to be made between the above bounden Sir *A. A.* of the one part, and *C. C.* of Drant in the county of Eſſex, Eſquire, of the other part, divers manors, meſſuages, lands, tenements, rents, tithes and hereditaments of him the ſaid Sir *A. A.* in the county of Flint, were made a ſecurity by way of mortgage to the ſaid *C. C.* for the repayment to him, his executors, adminiſtrators or aſſigns, at the days, times and place in the ſame releaſe mentioned, of the ſum of two thouſand pounds principal money, by him the ſaid *C. C.* advanced and paid to the ſaid Sir *A. A.* together with intereſt for the ſame, at the rate of five pounds *per cent.* in the mean time, and until payment thereof. **And whereas** before the ſealing and executing the ſaid indentures, and advancing the ſaid ſum of two thouſand pounds, the above named *B. B.* did in and by one bond or obligation bearing even date with the obligation above written, become bound unto the ſaid *C. C.* in the penal ſum of ſix hundred pounds of lawful money of Great Britain, upon condition, that if the ſaid Sir *A. A.* his heirs, executors and adminiſtrators, or any of them, did and ſhould ſo long as the ſaid principal ſum of two thouſand pounds ſhould remain due to the ſaid *C. C.* his executors, adminiſtrators or aſſigns, and until the ſame ſhould be paid off and diſcharged, well and truly pay, or cauſe to be paid unto the ſaid *C. C.* his executors, adminiſtrators or aſſigns, intereſt at the rate aforeſaid, for the ſaid two thouſand pounds half-yearly, at the days, times and place in the ſaid indenture of releaſe in that behalf mentioned, or in default thereof, if the ſaid *B. B.* her heirs, executors or adminiſtrators, or any of them, did and ſhould pay the ſame intereſt in manner aforeſaid, then the ſaid recited obligation to be void: **Now the Condition** of this preſent obligation is ſuch, That if the ſaid Sir *A. A.* his heirs, executors and adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C. C.* his executors, adminiſtrators or aſſigns, the intereſt of the ſaid two thouſand pounds in manner aforeſaid; and alſo do and ſhall from time to time, and at all times hereafter ſave, defend, keep harmleſs and indemnified the ſaid *B. B.* her heirs, executors and adminiſtrators, and every of them, and her, their and every of their lands and tenements, goods and chattels of, from and againſt the ſaid recited bond or obligation ſo entered into by the ſaid *B. B.* to the ſaid *C. C.* as aforeſaid, and of, from and againſt all ſum and ſums of money, loſſes, coſts, charges, damages and expences whatſoever, which ſhe, they, or any of them, ſhall pay, ſuſtain, or be put unto for or on account thereof; then this preſent obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*(Newnam.)*

*Condition of a Bond to indemnify on Account of being Bail to an Outlawry.*

**Whereas** upon the late reverſal of an outlawry in his Majeſty's Court of King's Bench, at Weſtminſter, againſt the above bound *E. P.* at the ſuit of *A. A.* Gentleman, *E. P.* and *R. W.* Gentlemen, (at the requeſt of the above named *R. H.* and for and on the account of the ſaid *E. P.*) by their recognizance bearing date ——— now are and ſtand bound to ——— in the ſum of eighty pounds a-piece, for his the ſaid *E. P.*'s perſonal appearing in the ſaid court as of Hilary or Eaſter term now next enſuing, to defend any new original that ſhall or may be brought by the ſaid *A. A.* againſt him the ſaid *E. P.* in either of the ſame terms; and in caſe of his not ſo appearing for ſo doing, and paying all coſts and charges which ſhall be given or recovered againſt him touching the ſame; then they the ſaid *E. P.* and *R. W.* will be liable to pay the ſame, in ſuch manner as in the ſaid recognizance is mentioned: **And whereas** the ſaid *R. S.* by his bond or obligation, bearing date the ——— day of this inſtant, (at the requeſt, and for and on account of the ſaid *E. P.*) is and ſtands bound unto the ſaid *E. P.* and *R. W.* in the ſum of ——— of, *&c.* with condition thereunto written, (reciting therein as herein before is recited, or to the like effect,) that if the ſaid *R. H.* his heirs, executors and adminiſtrators, ſhall and do at all times well and ſufficiently ſave harmleſs and indemnified the ſaid *E. P.* and *R. W.* their heirs, executors and adminiſtrators, and their and every their real and perſonal eſtates, as well of and from all coſts, charges, damages and expences, as alſo of and from all actions and ſuits whatſoever touching the ſame, which ſhall or may happen, ariſe, fall or be recovered againſt them, any or either of them, for or by reaſon of their being bail for the ſaid *E. P.* as aforeſaid, in manner as in the ſaid bond is mentioned; then the ſame bond to be void, otherwiſe to remain in full force, as by the ſaid in part recited recognizance and bond, *&c.* **Now the Condition**, &c. that if the ſaid *E. P.* his heirs, *&c.* ſhall and do pay all ſuch monies, coſts, charges and expences, as ſhall or may fall, ariſe, happen or be recovered againſt the ſaid *E. P.* and *R. W.* their executors and adminiſtrators, and alſo of and from all actions and ſuits whatſoever, which ſhall or may be brought againſt them, or any of them, touching their being bail for the ſaid *E. P.* as aforeſaid; and alſo if he the ſaid *E. P.* his heirs, *&c.* ſhall and do at all times hereafter ſave, keep harmleſs and indemnified, as well them the ſaid *E. P.* and *R. W.* as alſo the ſaid *R. H.* and each and every of them, their, each and every of their executors and adminiſtrators, and their and every of their real and perſonal eſtates, of and from all coſts, charges and damages whatſoever, which they or any of them ſhall or may pay or ſuſtain, for or by reaſon of them the ſaid *E. P.* and *R. W.* being ſuch bail, or of his the ſaid *R. H.* giving them ſuch bond of indemnity on account thereof, in manner as aforeſaid, **Then**, &c.

*(Wood.)*

*Condition*

*Condition of a Bond from a Perſon impowered by Letter of Attorney to receive Debts to the Perſon that impowered him, that he will not compound or abate any of the Debts owing by two Perſons excepted againſt in the Letter of Attorney.*

WHEREAS the above named *B.* by letter of attorney under his hand and ſeal, *&c. (recite letter of attorney)* as by, *&c.* relation, *&c.* Now the Condition, *&c.* that if the ſaid *A.* ſhall not, nor do at any time hereafter, compound or agree for, or make any manner of compoſition, allowance, deduction or abatement whatſoever, of, in, for or out of the principal money and intereſt thereof, or any part thereof, which by the account delivered, or which ſhall be delivered to him the ſaid *A.* by the ſaid *B.* ſhall appear to be due and owing by and from the ſaid *D.* and *F.* or either of them, unleſs by any other or farther power, authority or order in writing, under the hand and ſeal of the ſaid *B.* his executors, *&c.* for that purpoſe, the ſaid *A.* ſhall be impowered, ordered or allowed to compound, agree for, and make any ſuch compoſition, deduction or abatement, in or for the debts owing by and from the ſaid *D.* and *F.* or either of them; And alſo that if the ſaid *A.* ſhall not, nor do any ways releaſe or diſcharge the ſaid debts ſo due and owing, by and from the ſaid *D.* and *F.* or either of them, or any action, ſuit, proceſs or proceeding at law or in equity, for recovery or receipt thereof, or of either of the ſaid debts, or any part thereof, until he the ſaid *A.* ſhall have actually received the full monies ſo due and owing by and from the ſaid *D.* and *F.* their executors, *&c.* reſpectively, or ſuch part or parts of the ſaid debts, or either of them, which the ſaid *B.* his executors, *&c.* ſhall ſo as aforeſaid direct, order and impower the ſaid *A.* to accept and take for the ſaid debts, or either of them, in caſe the ſaid *B.* his executors, *&c.* ſhall give any ſuch further and other power, order, direction and authority to the ſaid *A.* to compound for or make any abatement or allowance of or for the ſaid debts; Then, &c.

*(Pigott.)*

*Condition of a Bond to ſurrender a Copyhold Eſtate, and, after Surrender, quietly to enjoy, and to be indemnified from Dower and other Incumbrances.*

WHEREAS the above bound *John Brown* hath actually contracted and agreed with the above named *Thomas Beſt*, for the abſolute purchaſe of, and to ſurrender to the uſe of the ſaid *T. B.* and his heirs, All that his the ſaid *J. B.*'s cuſtomary or copyhold toft, piece or parcel of land or ground, with its appurtenances, late in the poſſeſſion of the ſaid *J. B.* and now in the tenure of *J. F.* or his aſſigns, ſituate, *&c.* containing, *&c.* together with all the appurtenances whatſoever thereunto belonging, and as the ſame are held of and as part of the Biſhop of L.'s manor of F. *At* and for the ſum of twenty-ſix pounds five ſhillings. And whereas the ſaid *T. B.* on the day of the date hereof, hath actually paid unto the ſaid *J. B.* the ſaid ſum of twenty-ſix pounds five ſhillings purchaſe monies, as appears by his receipt hereon indorſed for the ſame: And whereas, previous to and before ſuch contract made, he the ſaid *J. B. Did* agree to ſurrender the ſaid premiſes to the ſaid *T. B.* and to give him this his bond as a ſecurity for his quiet enjoyment thereof, in ſuch manner as herein after is for that purpoſe mentioned: Now the Condition of the above written obligation is ſuch, that if and in caſe the ſaid *J. B.* or his heirs, ſhall and do forthwith, at the requeſt and charge of the ſaid *T. B.* in due form of law, well and ſufficiently, according to the cuſtom of the ſaid manor of F. ſurrender into the hands of the ſaid Biſhop of L. as Lord of the ſaid manor, All that the before mentioned toft, piece, or parcel of land or ground, together with all and every the appurtenances whatſoever thereunto belonging, or in any wiſe appertaining; To the only Uſe and behoof of the ſaid *T. B.* his heirs and aſſigns for ever; to be by him and them held and enjoyed by and under ſuch rents and ſervices, as of right are due and payable, according to the uſage and cuſtom of the ſaid manor of F. And alſo, that if and in caſe he the ſaid *T. B.* his heirs and aſſigns, (from and after ſuch ſurrender to him or them ſo made as aforeſaid,) ſhall from thenceforth peaceably and quietly hold and enjoy the ſaid toft, piece or parcel of land or ground, with its appurtenances, freed, exonerated and abſolutely diſcharged, or ſaved, kept harmleſs and indemnified by the ſaid *J. B.* his heirs, executors and adminiſtrators, As well of and from all other ſurrenders, forfeitures, debts, charges and incumbrances whatſoever, had, made, done, committed, aſſented unto, or ſuffered by him the ſaid *J. B.* or any perſon in truſt for him; As alſo of and from the dower, thirds, widow right, or any other eſtate for life by cuſtom, or otherwiſe howſoever, of ——— the now wife of the ſaid *J. B.* and of and from all and every other perſon and perſons whomſoever, lawfully claiming, or to claim any eſtate, right, title or intereſt, by, from, under or in truſt for the ſaid *J. B.* Then the above written obligation ſhall be null, void and of none effect, Otherwiſe to be and remain in full force and virtue.

*(Newnam.)*

*Condition of a Bond for Creditors to pay back a proportionable Part of what they received, in caſe any more Debts appear chargeable upon the Premiſes.*

WHEREAS the R. Honourable *T. E.* Eſquire, lately deceaſed, late father of the above named *J. E.* did die indebted to ſeveral perſons by ſpecialties: And whereas an eſtate lying and being, *&c.* or being parcel of the manor of, *&c.* in, *&c.* of or about the yearly value of two hundred pounds, is liable to the payment of the ſaid ſpecialties, as being an eſtate that deſcended in fee-ſimple to the ſaid *J. E.* being eldeſt ſon and heir of the ſaid *T. E.* all which eſtate is likewiſe included in a certain mortgage made thereof by the ſaid *T. E.* to *A. N.* Eſquire, ſince deceaſed, by indenture bearing date the ——— And whereas by conſent of ſeveral of the creditors of the ſaid *T. E.* the ſaid fee-ſimple eſtate is valued at four thouſand pounds, and agreed to be ſold for the ſaid ſum of four thouſand pounds, Which ſaid four

thouſand pounds is agreed to be applied in the firſt place towards the diſcharge of the ſaid mortgage, and afterwards of the debts by ſpecialties due by the ſaid *T. E.* at the time of his death, in which ſaid ſpecialties the heirs of the ſaid *T. E.* are expreſly bound: **And whereas** the ſum of ——— was lately paid in diſcharge of the ſaid mortgage, ſo that there remained of the ſaid four thouſand pounds the ſum of ——— to be divided amongſt the reſpective creditors by ſpecialties of the ſaid *T. E.* which hath been hitherto diſcovered: **And whereas** other creditors by ſpecialty of the ſaid *T. E.* in which his heirs are bound, may hereafter be diſcovered, who may commence ſuits againſt the ſaid *J. E.* the heir of the ſaid *T. E.* deceaſed, and may likewiſe pretend to diſturb the title of the purchaſe of the ſaid fee-ſimple eſtate; **And whereas** the above bounden *A. B.* being *(an aſſignee)* one of the creditors by ſpecialty of the ſaid *E. T.* has upon the day of the date hereof received of the ſaid *J. E.* the ſum of ——— of lawful, *&c.* in full for his ſhare, proportion and dividend of the ſaid ſum of ———; **Now the Condition**, &c. That if the ſaid *A. B.* his heirs, executors or adminiſtrators, ſhall refund and repay in proportion to the ſaid *J. E.* his executors or adminiſtrators, out of the ſaid ſum of ——— ſo by him the ſaid *A. B.* received as aforeſaid, ſo much money as may ſatisfy in proportion any debt by ſpecialty of the ſaid *T. E.* (for the payment of which his heirs are bound) as may at any time hereafter be diſcovered within the ſpace of two years next enſuing the date hereof, and ſo far forth as the ſaid ſum of ——— ſo received by the ſaid *A. B.* as aforeſaid, ſhall extend in proportion with the ſeveral ſhares or dividends of the ſaid ſum of ——— which already have or hereafter ſhall be paid to the ſaid reſpective creditors, and not further, ſhall indemnify the ſaid *J. E.* his heirs, executors and adminiſtrators, and alſo the ſaid fee-ſimple eſtate from any ſuch ſpecialties as ſhall or may hereafter be diſcovered within the ſpace of two years as aforeſaid; **Then**, &c.

*(Wood.)*

*Condition of a Bond from the Grantors of Fee-Farm Rents to indemnify againſt the Claim of future Children of one of the Obligors under Colour of their Grand-Father's Will.*

Recital of a ſettlement, &c.

**Know all Men**, &c. **Whereas** by indenture bearing even date with the above written obligation, and made or mentioned to be made between *A. A.* of B. in the county of C. widow, *D. D.* ſpinſter, one of the daughters of the above bounden *D. D. E. E.* of B. aforeſaid, Draper, and *F.* his wife, the other of the daughters of the ſaid *D. D.* the mother, of the firſt part, the above named *G. G.* and the above bounden *H. H.* of the ſecond part, and *J. J.* Citizen and Haberdaſher of London, and *K. J.* and *L. J.* ſons of the ſaid *J. J.* of the third part, divers fee-farms or other rents, or yearly ſums, in all amounting to the yearly ſum of one hundred pounds, are in conſideration of the ſum of two thouſand pounds of lawful money, *&c.* ſettled, conveyed and aſſured unto and upon ſuch perſons, and to and for ſuch uſes, intents and purpoſes as are therein mentioned, expreſſed and declared.

and of a will of the father of one of the obligors limiting the rents in tail,

**And whereas** by the laſt will and teſtament of *M. A.* late of B. aforeſaid, Gentleman, deceaſed, father of the above bounden *D. D.* the ſaid rents or yearly ſum are given and deviſed after the deceaſe of the ſaid *A. A.* unto all and every the child and children of the body of the ſaid *D. D.* his daughter, begotten or to be begotten (except his grandſon *N. D.*) and the heirs of their bodies (except as aforeſaid) with divers remainders over, by virtue of which limitations the ſaid *D. D.* the daughter, and *F.* the wife of the ſaid *E. E.* became ſeiſed of or intitled to the ſaid rents or yearly ſums to them and the heirs of their bodies in tail;

which has been barred by a common recovery,

**Which** ſaid eſtate-tail, and all remainders thereupon expectant, have been ſince barred by common recovery;

but that a doubt may ariſe upon the will, &c.

**But** upon the words of the ſaid will ſome doubt may ariſe, whether in caſe the ſaid *D. D.* the mother, ſhould marry again, and have any other child or children, ſuch child or children may not be intitled, or claim a ſhare or ſhares with the ſaid *D.* and *A.* the daughters, of and in the ſaid rent and premiſes; **And therefore** it was agreed at and before the execution of the ſaid recited indentures, and in conſideration of the purchaſe thereby made, that ſecurity ſhould be given by the ſaid *D. D.* the mother, and the ſaid *H. H.* againſt all ſuch claim and pretence:

The condition.

**Now the Condition** of this obligation is ſuch, That if the ſaid above bounden *D. D.* and *H. H.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified all and every perſon and perſons claiming, or to claim the ſaid rents and premiſes, by virtue of or under all or any the uſes or limitations in the ſaid recited indenture limited, expreſſed or declared, of, from and againſt the ſhare or ſhares, right, intereſt, claim, pretence or demand of all and every, or any the child or children which the ſaid *D. D.* the mother, ſhall hereafter have by any other huſband, and of, from and againſt all actions, ſuits, loſs, charges, damages and expences, for or on account of the ſame, or by reaſon or means thereof; then, *&c.*

*(Horſeman.)*

*Condition of a Bond to ſurrender Copyhold Lands, and for peaceable Enjoyment in the mean Time.*

**Whereas** the above bound *A.* doth claim, as heir at law to his brother *B.* deceaſed, a certain parcel of copyhold lands, held of the manor of C. containing, *&c.* ſituated, *&c.* which ſaid parcel of land the ſaid *B.* deceaſed, in and by his laſt will and teſtament did give, *&c.* unto the ſaid *D.* and his heirs; but it doth not appear by the court-rolls of the ſaid manor of C. that the ſaid *B.* was ever admitted to the ſame, and therefore the deviſe above mentioned was ineffectual: **And whereas** the ſaid *D.* hath agreed with the ſaid *A.* and purchaſed of him the ſaid parcel of copyhold land, and hath paid him for the ſame the ſum of, *&c.* on, *&c.* but there being no public courts held for the ſaid manor, and the ſaid *A.* alſo not being admitted to the ſame, he cannot ſurrender the ſame unto the ſaid *D.* and his heirs, as was intended: **Now the Condition**, &c. That if the above bound *A.* and *F.* his ſon, or one of them, or their, ſome or one of their heirs, do and ſhall, at the requeſt, coſt and charges of the ſaid *D.* his heirs and aſſigns, be admitted to the ſaid parcel of land at any time hereafter, when the ſaid *D.* his heirs or aſſigns, ſhall require the ſame, and immediately on ſuch admittance do ſurrender the ſame unto the ſaid *D.* his heirs and aſſigns in

in fee-ſimple, according to the cuſtom of the ſaid manor, and until ſuch admittance ſhall be, do and ſhall permit and ſuffer the ſaid *D.* his heirs and aſſigns, to have, hold and enjoy the ſaid parcel of copyhold land, and to have, receive and take the rents, iſſues and profits thereof, without the moleſtation or diſturbance, let, hindrance or denial of the ſaid *A.* and *E.* his ſon, or either of them, their, either or any of their heirs or aſſigns, or any perſon or perſons claiming, or to claim, by, from or under them, either or any of them; **Then**, &c.

*Condition of a Bond from the Aſſignee of a Leaſe of a Houſe, to indemnify the original Leſſee aſſigning the ſame from the Rents and Covenants in the Leaſe.*

**WHEREAS** the ſaid *W. R.* hath aſſigned and made over unto the above bound *J. C.* the leaſe of the houſe wherein he now dwells, being the Caſtle Tavern in D. L. for the remainder of a term of ſeven years; ſubject nevertheleſs to the rent, covenants and agreements on the leſſee's part to be paid, performed and kept: **Now the Condition** of this obligation is ſuch, that if the above bound *J. C.* ſhall and do from time to time ſave, keep harmleſs and indemnified the ſaid *W. R.* his executors and adminiſtrators, his and their goods and chattels, of, from and againſt all coſts, charges, damages and expences whatſoever, which may any wiſe accrue or happen to him or them by reaſon of his making ſuch aſſignment; **Then**, &c.

*Condition of a Bond to execute an Aſſignment of a Leaſe.*

**WHEREAS** the above bound *A.* in conſideration of the ſum, &c. (the receipt, &c.) **And** of the further ſum of ——— pounds, to be paid him by the ſaid *C.* upon executing the conveyance or aſſignment of the premiſes, as hereunder is mentioned; he the ſaid *A.* hath agreed, and doth hereby agree with the ſaid *C.* that he the ſaid *A.* and *D.* his wife, and all others claiming or to claim under or in truſt for them, ſhall and will, at the coſts and charges of the ſaid *A.* on or about the, &c. next enſuing the date above written, ſell, aſſign and aſſure unto the ſaid *C.* his executors, &c. all that meſſuage, &c. and all their term of years therein to come from, &c. being ——— years, which was granted and aſſigned from *E.* unto *F.* by indenture bearing date, &c. and by him aſſigned to the ſaid *A.* and *D.* his wife: **Now the Condition**, &c. that if the ſaid *A.* and *D.* his wife, their executors, &c. and all others lawfully claiming by, from, under or in truſt for them, or either of them, ſhall and do, on or before the ſaid, &c. next enſuing the date hereof, at, &c. in, &c. accordingly ſell, aſſign and aſſure unto the ſaid *C.* his executors, &c. the ſaid meſſuage, &c. with the appurtenances, ſo agreed to be ſold and aſſigned as aforeſaid; and all the eſtate, &c. of the ſaid *A.* and *D.* his wife, or any others in truſt for them, or either of them, of, in, or to the ſaid premiſes, in ſuch manner as the counſel of the ſaid *C.* ſhall adviſe, he the ſaid *C.* upon executing the ſaid aſſignment paying the ſaid ——— pounds, remaining to be paid for the full purchaſe of the of the ſaid premiſes; **Then**, &c.

*Condition of a Bond to indemnify a Perſon who was bound for another.*

**KNOW all Men**, &c.

**Whereas** the above named *H. H.* did, at the ſpecial inſtance and requeſt of the above bounden *A. A.* and *D. D.* become bound with the ſaid *D. D.* to *G. G.* of London, Gentleman, in one bond or obligation of the penalty of two thouſand pounds, bearing even date with the obligation above written, conditioned for ſaving harmleſs and indemnifying all and every perſon and perſons claiming or to claim the rents and premiſes therein mentioned, under all or any the uſes or limitations in the indenture therein recited, limited or expreſſed, from and againſt the ſhare or ſhares, right, intereſt, claim, pretence or demand of all and every, or any the child or children which the ſaid *D. D.* ſhould have by any other huſband, and from and againſt all other ſuch damages and expences on account thereof, as by the ſaid recited obligation and condition, relation being thereunto had, it doth and may more at large appear: **Now the Condition** of this obligation is ſuch, that if the ſaid *A. A.* and *D. D.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do at all times hereafter ſave, defend, keep harmleſs and indemnified the ſaid *H. H.* his heirs, executors and adminiſtrators, and his and their lands and tenements, goods and chattels, of and from all actions, ſuits, loſs, coſts, damages and expences, which he, they or any of them, ſhall be put unto or ſuſtain, or be engaged in, for or by reaſon or means of the ſaid recited obligation, or his being bound therein, or for or on account of any breach of the condition thereof; then this preſent obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*Recital of the obligee's being bound upon condition next preceding.*

*The condition.*

*(Horſeman.)*

*Condition of a Bond from the Purchaſer to pay the Mortgage Money due on the Premiſes.*

**WHEREAS** by indenture bearing date on or about the, &c. made, &c. **Between** Sir *W. D.* of, &c. and *J. B.* of, &c. of the one part, and the above named *M. F.* of the other part, a certain piece or parcel of ground, and ſeveral meſſuages or tenements, ſituate, &c. are conveyed in mortgage by the ſaid Sir *W. D.* or by his direction, unto the ſaid *M. F.* for the term of five hundred years, for the ſecuring of the ſum of two hundred pounds, and intereſt, from the ſaid Sir *W. D.* unto the ſaid *M. F.* **And whereas** the ſaid Sir *W. D.* hath ſold the reverſion and equity of redemption of the ſaid, &c. and thereupon the ſaid *M. F.* hath releaſed unto the ſaid Sir *W. D.* all the covenants in the ſaid mortgage contained, which were or are to be performed on the part and behalf of the ſaid Sir *W. D.* **And whereas** the above bounden *R. D.* in lieu and in the place of the ſaid Sir *W. D.* hath undertaken to be bound unto the ſaid *M. F.* for the

the ſaid principal ſum of two hundred pounds, and all intereſt which is now or ſhall from henceforth grow due for the ſame: **Now the Condition** of this obligation is ſuch, That if the above bounden *R. D.* his heirs, executors and adminiſtrators, or any of them, ſhall well and truly pay, *&c.* unto the ſaid *M. F.* her executors or adminiſtrators, the ſaid principal ſum of two hundred pounds, and all intereſt now due, or which ſhall from henceforth grow due for the ſame, upon the —— day of —— next enſuing the date hereof, ſuch intereſt to be computed after the rate of five pounds *per cent. per annum*, being the ſame ſum of two hundred pounds ſecured, or mentioned or intended to be ſecured unto the ſaid *M. F.* by the above mentioned or recited indenture of mortgage, and alſo well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the covenants, grants, articles, clauſes, proviſoes, conditions, payments and agreements whatſoever in the ſaid recited indenture of mortgage contained, which on the part and behalf of the ſaid Sir *W. D.* his heirs, executors and adminiſtrators, ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, in caſe the ſaid releaſe had not been made according to the true intent and meaning of the ſame indenture; **Then**, &c.

*Condition of a Bond from an intended Huſband to the intended Wife's Father, to pay her Pin-Money.*

**Know all Men**, &c.

The intended marriage recited and the agreement to enter into bond. The condition.

**Whereas** a marriage is intended to be ſhortly had and ſolemnized by and between the above bounden *A. A.* and *E. B.* ſpinſter, one of the daughters of the above named *B. B.* **And whereas** in conſideration of the ſaid intended marriage, and of the marriage portion of the ſaid *E. B.* the ſaid *A. A.* did agree to enter into a bond of the above mentioned penalty, conditioned as herein after is mentioned: **Now the Condition** of this obligation is ſuch, That if the ſaid *A. A.* ſhall and do yearly, and every year from and after the ſolemnization of the ſaid intended marriage, and during the joint lives of him the ſaid *A. A.* and the ſaid *E.* his intended wife, pay or cauſe to be paid unto her the ſaid *E.* or to ſuch perſon or perſons as ſhe by writing under her hand ſhall from time to time direct or appoint for her own ſole and ſeparate uſe and benefit, the yearly ſum of ſixty pounds of lawful money of Great Britain, by four equal quarterly payments, the firſt payment thereof to begin and to be made at the end of three calendar months next after the ſolemnization of the ſaid intended marriage (which ſaid yearly ſum of ſixty pounds is to be from time to time paid, applied and diſpoſed of for ſuch uſes and purpoſes only, and in ſuch manner only as ſhe the ſaid *E.* ſhall think fit and convenient, notwithſtanding her coverture, and without the controul or intermeddling of him the ſaid *A. A.* her intended huſband, or being ſubject to his debts or engagements;) then this preſent obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

*(Horſeman.)*

*Condition of a Bond to pay Part of a Marriage-Portion, retained till a Mortgage be cleared off the Premiſes, which were ſettled for a Jointure.*

**Whereas** a marriage is intended, *&c.* between the above named *C.* and *D.* daughter of the above bound *A.* **And whereas** the ſaid *C.* hath on, *&c.* by indentures of leaſe and releaſe, ſettled and aſſured all that, *&c.* in the ſaid indentures particularly mentioned for the jointure of the ſaid *D.* and to and for the ſeveral uſes therein mentioned and limited; **And whereas** the ſaid premiſes are charged with or mortgaged for the ſum of two hundred pounds, which is to be paid off by the ſaid *C.* or the ſaid premiſes is, by ſome other ſecurity, to be by him made, to be diſcharged therefrom, and until the ſame be done accordingly, the ſaid *A.* with the conſent and agreement of the ſaid *C.* is to retain in his hands two hundred pounds, part of the portion of the ſaid *D.* and the ſame is to be paid, when and as ſoon as the ſaid premiſes are ſo fully diſcharged from the ſaid mortgage: **Now therefore the Condition**, &c. that if the ſaid *A.* his heirs, *&c.* do and ſhall accordingly, as ſoon as the ſaid premiſes are ſo diſcharged from the ſaid mortgage by the ſaid *C.* by ſome other ſecurity to be given for the ſaid two hundred pounds, and intereſt, or otherwiſe, and the ſaid mortgage ſurrendered and delivered up, well and truly pay, or cauſe to be paid unto the ſaid *C.* his executors, *&c.* the ſaid ſum of two hundred pounds, and ſhall and do in the mean time pay all intereſt for the ſaid two hundred pounds, after the rate of —— *per cent. per annum*. **Then**, &c.

*Condition of a Bond from a Mortgagor to renew a Leaſe mortgaged, and to aſſign it for Security.*

**Whereas** by indentures, bearing date, *&c.* made between the ſaid *A.* of the one part, and the ſaid *B.* of the other part, the ſaid *A.* in conſideration, *&c.* **Did** demiſe, *&c.* unto the ſaid *B.* **All that**, &c. which were demiſed by indentures of leaſe, bearing date the, *&c.* from the Right Worſhipful *C.* Doctor in Divinity, Dean of the cathedral church of Ely, and the Chapter of the ſame, unto the ſaid *A.* **To hold** from the, *&c.* for all the reſidue of the term of twenty-one years by the ſaid leaſe granted, under a proviſo for making void thereof, on payment of the ſum of —— with intereſt, after the rate of, *&c.* at the time therein mentioned and ſince paſt: **And whereas** by one other indenture, bearing date, *&c.* the ſaid *A.* hath charged the ſaid premiſes as a ſecurity unto the ſaid *B.* as well for the ſum of —— pounds, then lent with intereſt, after the rate of, *&c.* as of the aforeſaid —— pounds, and intereſt thereof: **And whereas** by indorſement on the firſt recited indenture, under the hand and ſeal of the ſaid *A.* bearing date the, *&c.* the ſaid *A.* hath charged the ſaid premiſes as a ſecurity unto the ſaid *B.* for the further ſum of —— pounds, then borrowed of the ſaid *B.* and intereſt thereof, as well as for the aforeſaid two ſeveral ſums of —— and —— and intereſt thereof: **And whereas** the ſaid three ſeveral principal ſums of —— pounds, —— pounds and —— pounds, and every of them, and every part thereof, on the day of the date hereof, are and is due, owing and unpaid unto the ſaid *B.* and there is likewiſe due and owing unto

unto the ſaid *B.* for intereſt of the ſaid ſeveral ſums, to the day of the date hereof, the ſum of —— pounds, amounting in all, principal and intereſt, to the ſum of ——: **And whereas** the ſaid *A.* is now about renewing the ſaid leaſe of the aforeſaid manor, *&c.* from the Dean and Chapter of Ely, and he the ſaid *B.* at the requeſt of the ſaid *A.* hath delivered to the ſaid *A.* the aforeſaid indenture of leaſe, made and granted of the ſaid premiſes, by and from the Dean and Chapter of Ely, that the ſame be ſurrendered to the intent a new or further leaſe may be procured, renewed and taken by the ſaid *A.* and to the intent the ſaid new leaſe, when ſo granted by the ſaid Dean and Chapter, may be by the ſaid *A.* his executors or adminiſtrators, aſſigned unto the ſaid *B.* his executors, *&c.* for ſecuring the payment of the ſaid ſeveral ſums of money ſo due and owing unto the ſaid *B.* amounting together to —— as aforeſaid, together with intereſt for the ſame, after the rate of, *&c.* which the ſaid *A.* hath agreed, and doth hereby agree to aſſign accordingly: **Now the Condition**, &c. is ſuch, that if the ſaid *A.* his heirs, *&c.* ſhall and do on, *&c.* at his own proper coſts and charges procure, obtain, renew, and take of and from the Dean of the ſaid cathedral church of Ely, and the Chapter of the ſame, a new or further leaſe or term of twenty one-years, commencing from, *&c.* of the ſaid manor, *&c.* in and by the ſaid recited indenture of leaſe granted and letten, at and under the like rent and covenant as are reſerved and contained in and by the ſaid recited indenture of leaſe: **And alſo** if the ſaid *A.* his heirs, *&c.* and all others claiming or to claim under or in truſt for him or them, ſhall and do at his and their like charge, on, *&c.* ſeal, execute and deliver unto the ſaid *B.* his executors, *&c.* a ſufficient aſſignment of the ſaid new or further leaſe ſo to be procured, renewed and taken of the premiſes aforeſaid, by way of mortgage, in ſuch manner as the counſel of the ſaid *B.* his, *&c.* ſhall adviſe and require for ſecuring the ſaid ſeveral ſums of money, amounting to —— ſo due and owing to the ſaid *B.* for principal and intereſt as aforeſaid, together with intereſt for the ſaid ſeveral ſums, and ſubject to a proviſo to be therein contained for making void thereof, upon payment of the ſaid full and entire ſum of —— with intereſt, within the ſpace of —— months next after the date above-written; **Then**, &c.

*Condition of a Bond from a Son and Legatee, to indemnify an Executor in Truſt from Perſons claiming Legacies, given on the ſaid Executor's being diſcharged from the Executorſhip, the Son being of Age, and they having accounted together.*

**WHEREAS** the above named *B.* did make and declare his laſt will and teſtament in writing, and thereof appointed the ſaid *A.* executor, in truſt for his two ſons the ſaid *C.* and *D.* then a minor, who is ſince deceaſed, and in and by the ſaid will of the ſaid *B.* there is given or bequeathed a legacy or ſum of one hundred pounds, to his daughter *F.* now the wife of *G.* **And whereas** the ſaid *A.* and *C.* (who hath now attained his age of twenty years) have accounted together concerning the eſtate of the ſaid *B.* deceaſed; and the ſaid *A.* hath renounced the ſaid executorſhip to the ſaid *C.* and he the ſaid *C.* hath fully releaſed and diſcharged the ſaid *A.* for and concerning the ſaid executorſhip, as by a certain writing or indenture of the date of theſe preſents may atlarge appear: **And whereas** ſome doubts have ariſen about and concerning the ſaid legacy ſo given to the ſaid *F.* now the wife of the ſaid *G.* who yet claims and demands the ſame: **Now the Condition**, &c. That if the ſaid *C.* his executors, *&c.* do at all times hereafter well and ſufficiently ſave and keep harmleſs and indemnified, and ſecure and diſcharge the ſaid *A.* his executors, adminiſtrators, goods and eſtate, from and againſt the ſaid *G.* and *F.* his wife, and all other perſon and perſons whatſoever claiming the ſaid legacy, or any part thereof, and from all actions, ſuits, arreſts, coſts, charges, troubles and damages whatſoever, that ſhall or may be commenced, ſued or proſecuted, or awarded againſt him, them, or any of them, for or by reaſon of the ſaid legacy, bequeſt or gift of the ſaid one hundred pounds, in the ſaid will contained in any manner of wiſe; **Then**, &c.

*(Wood.)*

*Condition of a Bond from a Vendor to a Purchaſer of Lands, to produce or obtain a Releaſe of a Sum of Money charged upon the ſame. The Money being alledged to be paid, but the Receipt miſlaid.*

**KNOW all Men**, &c.

**Whereas** the above named *D. D.* hath lately bought and purchaſed of and from the above bounden *A. A.* all the meſſuages or tenements, farms, mills, lands and hereditaments of him the ſaid *A. A.* in Grenock and Hennon, or either of them, or elſewhere, in the county of Kent, for the ſum or price of eighteen thouſand pounds of lawful money of Great Britain, in conſideration whereof the ſaid meſſuages or tenements, farms, mills, lands and hereditaments, with the appurtenances, by indentures of leaſe and releaſe, and bargain and ſale to be inrolled in Chancery, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe and bargain and ſale bearing even date with the obligation above written, and made or mentioned to be made between the ſaid *A. A.* (nephew and heir, and alſo deviſee named in the laſt will and teſtament of *L. L.* late of Marran in the county of Norfolk, Eſquire, and *O.* wife of the ſaid *A. A.* of the one part, and the ſaid *D. D.* of the other part, and by fine in the ſame indenture of releaſe covenanted to be levied, or conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto, and to the uſe of the ſaid *D. D.* her heirs and aſſigns for ever. **And whereas** the ſame meſſuages of tenements, farms, mills, lands and hereditaments, or ſome part thereof, were by virtue of the will of *P. L.* late wife of the ſaid *L. L.* charged with, and ſubjected to the payment *(inter alia)* of the ſum of two thouſand pounds unto *R. R.* ſpinſter, one of the nieces of the ſaid *P. L.* which ſaid ſum of two thouſand pounds the ſaid *A. A.* alledgeth he hath ſince paid to the ſaid *R. R.* but the receipt or diſcharge for the ſame being miſlaid, or not to be come at, cannot at preſent be produced: **Now the Condition** of this obligation is ſuch, That if the ſaid *A. A.* his executors or adminiſtrators, ſhall and do within the ſpace of three months next enſuing the date of the obligation above written, produce or procure from the ſaid *R. R.* her executors or adminiſtrators, a legal and effectual releaſe and diſcharge for the ſum of two thouſand pounds, and all intereſt for the ſame, ſo as that the ſame or any part thereof may not affect, or be a charge upon the ſaid purchaſed

Recital of the purchaſe,

and deeds of conveyance,

and of the will, charging the lands with a ſum which the vendor alledges he has paid, but has miſlaid, &c.

The condition, to produce or procure a diſcharge within a certain time, &c.

purchaſed premiſes, or any part thereof, And alſo ſhall and do within the ſame ſpace deliver, or cauſe to be delivered ſuch releaſe and diſcharge unto the ſaid *D. D.* her heirs or aſſigns, and ſhall and do in the mean time ſave, defend, keep harmleſs and indemnified the ſaid *D. D.* her heirs, executors, adminiſtrators and aſſigns, and every of them, and the ſaid purchaſed premiſes, and every part thereof, of and from the payment of the ſaid ſum of two thouſand pounds, and intereſt, every or any part thereof, of and from all coſts, charges, damages and expences, which ſhe, they or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon, or on account of the non-payment thereof, or any part thereof, or otherwiſe relating thereunto; Then, &c.

*(Horſeman.)*

*Condition of a Bond from an intended Huſband, to leave his intended Wife a certain Sum of Money at his Deceaſe, if he leaves no Children, over and above other Proviſion made for her; and if he leaves Children, then a leſſer Sum to the Wife, and another Sum to the Children.*

WHEREAS a marriage is intended, *&c.* between the above bound *A. B.* and *C. D.* ſpinſter, daughter of *G. D.* &c. And whereas the ſaid *A. B.* in conſideration of the ſaid marriage, and of the ſum of ——— the monies of which he is to have and receive with the ſaid *C.* his intended wife, hath agreed, that if the ſaid intended marriage ſhall take effect, and the ſaid *C.* ſhall happen to ſurvive him the ſaid *A. B.* that then ſhe the ſaid *C.* ſhall have and receive out of the eſtate real or perſonal of the ſaid *A. B.* the ſum of ——— pounds, of, *&c.* (over and above what other proviſion is likewiſe made for and towards the maintenance of the ſaid *C.*) in caſe there ſhall not be any child or children begotten between them then living; and in caſe there ſhall be any ſuch child or children begotten between them then living, that then ſhe the ſaid *C.* ſhall have, receive and be paid out of his ſaid eſtate, the ſum of one hundred and fifty pounds of like money; and that ſuch child or children, or the ſurvivor or ſurvivors of them, ſhall have, receive and be paid out of the ſaid eſtate, the further ſum of one hundred pounds of like money: Now the Condition, &c. that if the ſaid intended marriage ſhall take effect, and the ſaid *C.* ſhall happen to ſurvive the ſaid *A. B.* and there ſhall not be any child or children begotten between them, living at his deceaſe; then and in ſuch caſe, if the heirs, *&c.* of the ſaid *A. B.* ſhall and do within one month after his deceaſe pay, or cauſe to be paid unto her the ſaid *C.* his intended wife, to and for her own proper uſe, benefit and maintenance, (and over and above what other proviſion is likewiſe made for or towards her maintenance) the ſaid ſum of two hundred pounds of, *&c.* within, *&c.* and if there ſhall be any child or children begotten between them, living at his deceaſe; then if the heirs, *&c.* of the ſaid *A. B.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C.* to and for her own proper uſe, benefit and maintenance, the ſaid ſum of one hundred and fifty pounds of, *&c.* within, *&c.* over and above, *&c. (as before)* as aforeſaid; and ſhall alſo pay, *&c.* the further ſum of one hundred pounds of like money unto ſuch child, if but one; and unto and between ſuch children, and the ſurvivors of them equally, if more than one, of the body of the ſaid *A. B.* on the body of the ſaid *C.* his intended wife to be begotten, which ſhall be living at his deceaſe, when and as ſoon as ſuch child or children, or the ſurvivors of them ſhall attain the age of twenty-one years, being a ſon or ſons, and the like age or marriage which ſhall firſt happen, being a daughter or daughters; Then, &c.

*(Ward.)*

*Condition of a Bond to pay the Money mentioned in a Navy Bill, if it is not duly paid according to the Rules of the Navy.*

WHEREAS the above bound *A.* hath, by a certain writing or aſſignment under his hand and ſeal, bearing the date above written, ſold and aſſigned unto the above named *B.* his executors, *&c.* a bill ſigned, *&c.* dated at the Navy-Office, and received the, *&c.* No. (———) for impreſting unto the ſaid *A.* the ſum of ——— pounds, in purſuance of a contract in ſerving New-England maſts, *&c.* he being by the ſaid contract to have a bill of impreſt for the ſaid ſum, made out at the ſailing or going forth of each ſhip, on account of the maſts, bowſprits, *&c.* he is to deliver on the ſaid contract; and it appearing to the ſaid Commiſſioners by certificate, that the ſhip *C. D.* Maſter, ſailed from *C.* on the ſaid voyage, which did intitle him thereto; and the ſaid *A.* hath hereby impowered the ſaid *B.* as his attorney irrevocable, to demand and receive the ſaid monies, due and to grow due on the ſaid bill, to his own uſe, as thereby may appear: Now the Condition, &c. that in caſe the ſaid ſhip ſhall happen to be loſt in her ſaid voyage and ſervice, and before the accompliſhment thereof; or that by or through any default, deficiency or non-performance of the contract with the ſaid Commiſſioners, by and on the part of the ſaid *A.* or otherwiſe mentioned in, and which ſhall grow and become due on the ſaid bill, or any part thereof, ſhall not be paid in courſe, according to the rules of the navy; that then and in ſuch caſe, if the ſaid *A.* his, *&c.* do and ſhall pay and make good unto the ſaid *B.* his executors, *&c.* all ſuch money as ſhall become due and payable for principal and intereſt upon the ſaid bill, at the time the ſame ſhall grow due, or ought to be paid, according to the rules of the navy as aforeſaid; Then, &c.

*(Jones.)*

*Condition of a Bond for a Father to find his Son, an Apprentice, with Clothes, and to make good Imbezilments.*

WHEREAS *J. G.* (ſon of the above bound *J. G.*) by his indenture of apprenticeſhip, bearing even date herewith, hath put himſelf apprentice to the above named *R. K.* for the term of ſeven years from thence next enſuing: Now the Condition, &c. that if the ſaid above bound *J. G.* his heirs, executors

executors and adminiſtrators, do and ſhall at his and their own proper coſts and charges, from time to time, and at all times during the ſaid term of ſeven years, find and provide him the ſaid *J. G.* with ſufficient and decent apparel of all ſorts; and thereof and therefrom ſhall in all things ſave, keep harmleſs and indemnified the ſaid *R. K.* his executors, adminiſtrators and aſſigns, as alſo of and from all covenants for finding him the ſaid *J. G.* with ſuch apparel in the ſaid indenture contained **And alſo** if the ſaid *J. G.* his heirs, executors and adminiſtrators, ſhall and do well and truly ſatisfy and pay unto the ſaid *R. K.* his executors, adminiſtrators or aſſigns, the full worth and value of lawful money of Great Britain, for all ſuch plate, monies, goods or chattels, of and belonging to the ſaid *R. K.* his executors, adminiſtrators or aſſigns, which he ſaid *J. G.* at any time during the ſaid term of ſeven years, ſhall ſink, imbezil, purloin, give, or otherwiſe convert to his own or any other perſon's uſe, from the ſaid *R. K.* his executors, adminiſtrators or aſſigns, within one month next after any confeſſion or other due proof thereof made; **Then** the above written obligation to be void, or elſe to be and remain in full force and virtue.

*(Morgan.)*

*Condition of a Bond to procure an Infant to ſeal a Deed when of Age.*

**WHEREAS** by certain indentures of leaſe and releaſe, bearing equal date with theſe preſents, and made between the above bound *J. R. A. R.* and *C. R.* an infant, and as yet under the age of twenty-one years, of the one part, and the above named *S. W.* of the other part, he the ſaid *S. W.* purchaſed, to him and his heirs, *All* that meſſuage or tenement, *(take the parcels as in the releaſe) As* by the ſame releaſe more particularly mentioned, limited and expreſſed, it doth and may appear; **And foraſmuch** as the ſaid *C. R.* is incapable of executing the ſaid leaſe and releaſe, by reaſon of her non-age as aforeſaid, **he** the ſaid *J. R.* hath promiſed and agreed, and hereby **doth** bind and oblige himſelf to procure the ſaid *C. R.* when ſhe ſhall attain to the full age of twenty-one years; (or in caſe ſhe departs this life before ſuch age,) then ſuch perſon or perſons, who may in any wiſe claim, or be intereſted in the ſaid premiſes, under or by her the ſaid *C. R.* to ſign, ſeal and deliver the aforeſaid deeds of leaſe and releaſe, by any other deed or conveyance of the ſaid premiſes, in due form of law, unto the ſaid *S. W.* his heirs or aſſigns: **Now the Condition** of the above written obligation is ſuch, that if the above bound *J. R.* his heirs, executors or adminiſtrators, do and ſhall within the ſpace of two months next, and immediately after the ſaid *C. R.* ſhall attain to the full age of twenty-one years, not only cauſe and procure the ſaid *C. R.* (but in caſe the ſaid *C. R.* depart this life before ſhe ſhall attain to ſuch her full age, or have executed the ſaid indentures of leaſe and releaſe) then ſuch other perſon or perſons, that do or ſhall claim any title or eſtate in the premiſes, in the ſaid indenture granted by, from or under the ſaid *C. R.* in due form of law, to ſign, ſeal and deliver the ſame deeds, or any other deeds or conveyances, to the ſaid *S. W.* his heirs or aſſigns, for the aſſuring the ſame premiſes, as by the ſaid *S. W.* his heirs and aſſigns, his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required, **Then**, &c. **Or elſe**, &c.

*(Wood.)*

*Condition of a Bond to leave the Goods,* &c. *in a Houſe, which are mentioned in a Schedule annexed to a Leaſe, at the Expiration of the Term, purſuant to a Covenant in the Leaſe.*

**WHEREAS** the above named *B.* by indenture of leaſe under his hand and ſeal, bearing date, *&c.* hath let unto the above bound *A.* **All that** meſſuage, *&c.* for the term of ——— years from, *&c.* at the yearly rent therein mentioned: **And whereas** in and by a ſchedule annexed to the ſaid recited leaſe is contained and mentioned as followeth, *viz.* In, *&c.* which, with other things mentioned in the ſaid ſchedule, the ſaid *A.* hath in and by the ſaid leaſe covenanted to leave and yield up unto the ſaid *B.* together with the ſaid meſſuage, *&c.* at the end of the ſaid term of ——— years, or other ſooner determination of the ſaid leaſe, in as good caſe, repair and condition, as the ſame now are and be, (reaſonable uſe and wearing thereof in the mean time only excepted:) **Now the Condition**, &c. That if the ſaid *A.* his, *&c.* ſhall and do at the end and expiration, or other ſooner determination, of the ſaid term of ——— years, by the ſaid recited indentures of leaſe granted, leave and deliver up unto the ſaid *B.* his, *&c.* the ſaid, *&c.* as herein before and as in the ſaid ſchedule is mentioned, according to the purport and true meaning of the ſaid recited indentures of leaſe, and the ſaid *A.*'s expreſs covenant therein in that behalf contained: **And** if the ſaid *A.* his, *&c.* ſhall then alſo make good, ſet up and leave the two partitions which now incloſe, *&c.* from the paſſage lying between them, as they are now ſtanding and made, in caſe the ſaid *A.* his, *&c.* ſhall remove or taken down both or either of the ſaid partitions during the ſaid term; **Then**, &c.

*Condition of a Bond from the Father to the Son's Truſtees on Marriage, that he will pay the Intereſt of a Mortgage on Lands ſettled to him for Life.*

**WHEREAS** the ſum of ——— is by mortgage charged on part of the eſtate of the above bound *R. P.* the elder: **And whereas** a marriage is, by God's permiſſion, intended to be ſhortly had and ſolemnized between *R. P.* the younger, eldeſt ſon and heir apparent of the above named *R. P.* the elder, and ——— and it is agreed that the ſum of ——— ſhall continue charged on the lands limited, or intended by ſettlement on the ſaid marriage to be limitted to the above bound *R. P.* the elder, for his life; but the above bound *R. P.* the elder, hath agreed to pay the intereſt of the ſaid ſum of ——— ſo long as he lives and keep the ſame down, ſo that the ſaid *R. P.* the younger, be not charged with any intereſt that ſhall grow due during his father's life. **Now the Condition**, &c. that if the above bound *R. P.* the elder, ſhall and do, during the term of his natural life, pay the intereſt of the ſaid ſum of ——— as the ſame ſhall grow due; **Then**, &c.

*(Wood.)*

*Condition*

*Condition of a Bond for peaceable Enjoyment of Copyhold Premiſſes, free from Incumbrances, and for further Aſſurance.*

WHEREAS the above bounden *R.* Earl of B. together with *K.* Counteſs of B. his wife, have on the day of the date hereof ſurrendered, aſſigned, transferred and ſet over, according to law and the cuſtoms of the ſeveral manors of which the premiſes herein after mentioned, or ſome parts thereof, are held by copies of court roll, or otherwiſe, **All that**, *&c.* **And alſo** all that, *&c.* **And all** other, *&c.* of the ſaid *R.* Earl of B. and the ſaid Counteſs his wife, ſituate, (except, *&c.* in) **To the Uſe** and behoof of the above named *H.* Lord C. and *J. F.* their heirs and aſſigns for ever: **Now the Condition**, &c. that if the ſaid *H.* Lord *C.* and *J. F.* their heirs and aſſigns, ſhall and do peaceably and quietly hold and enjoy all and ſingular the before mentioned premiſes, with their and every of their appurtenances (except before excepted) **Free** and clear of and from all former and other bargains, ſales, ſurrenders, forfeitures, charges, debts and incumbrances whatſoever, had, made, done, committed or ſuffered by the ſaid *R.* Earl of B. and the ſaid Counteſs his wife, or either of them, or of or by any perſon or perſons claiming by, from or under the late father of her the ſaid Counteſs: **And alſo** if the ſaid *R.* Earl of B. and the ſaid Counteſs his wife, and every other perſon or perſons, having or lawfully claiming any right, title or intereſt in the before mentioned hereditaments and premiſes, or any part thereof (except before excepted) by, from or under them, or either of them, or by, from or under the ſaid ——— the late father of her the ſaid —— ſhall and do, during the ſpace of ſeven years now next enſuing, at the requeſt and charge of the ſaid *H.* Lord C. and *J. F.* their heirs or aſſigns, make, do and execute ſuch further ſurrender or ſurrenders, and other aſſurances whatſoever, for the better conveying and aſſuring of the ſaid hereditaments and premiſes, and every part thereof (except as aforeſaid) unto and to the uſe of the ſaid *H.* Lord C. and *J. F.* their heirs and aſſigns, as by their, either or any of their counſel learned in the law, ſhall be reaſonably adviſed and required: **Then**, &c.

Quiet enjoyment;

free from incumbrances;

further aſſurance.

*(Comyn.)*

*Condition of a Bond for Payment of an Annuity by two ſeveral Perſons, which is declared to be the ſame as an Annuity granted by Deed of the ſame Date.*

THE **Condition** of the above-written obligation is ſuch, that if the above bounden *J. J.* and *S. J.* or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above named *M. J.* and her aſſigns, during her life, **One Annuity** or yearly ſum of fifty pounds, of, *&c.* in ſuch proportions and manner as follows, *viz.* the ſum of twenty-five pounds *per annum*, part thereof, by the ſaid *J. J.* his executors or adminiſtrators; and the like ſum of twenty-five pounds *per annum*, reſidue thereof, by the ſaid *S. J.* his executors or adminiſtrators; **The** ſaid annuity or yearly ſum of fifty pounds to be paid to the ſaid *M. J.* or her aſſigns during her life, without any deduction, *&c.* on, *&c.* (which ſaid annuity or yearly ſum of fifty pounds is the ſame annuity or yearly ſum of fifty pounds, given and ſecured to the ſaid *M. J.* in and by a certain indenture of aſſignment, bearing even date herewith, and executed immediately before theſe preſents, and made, *&c.*) **Then** the above written obligation to be void, *&c.*

*(Morgan.)*

*Condition of a Bond from a Huſband, that a Purchaſer ſhall peaceably enjoy without any Let,* &c. *by Reaſon of his Wife's Dower,* &c.

WHEREAS the above bound *A.* and *E.* his wife, have by indentures of leaſe and releaſe, the leaſe bearing date, *&c.* and the releaſe bearing date, *&c.* (with others in the ſaid indentures mentioned) granted, *&c.* unto the above named *D.* and his heirs and aſſigns for ever, **All that**, &c. therein particularly mentioned, as thereby, relation, *&c.* **Now the Condition**, &c. that if the ſaid *D.* his heirs and aſſigns, ſhall and do at all times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid, *&c.* ſo conveyed as aforeſaid, and receive and take the rents, iſſues and profits thereof, without any let, ſuit, trouble, claim or demand, of or by the ſaid *E.* wife of the ſaid *A.* or any other perſon or perſons, by or through her means, act, privity, right, or procurement of, for or in reſpect of the dower or thirds, right or title of dower or thirds, by the common law of England, or other right, claim or demand whatſoever, which the ſaid *E.* his wife, ſhall or may have or claim, of, in, to or out of all and ſingular the ſaid premiſes conveyed as aforeſaid; **Then**, &c.

*(Morgan.)*

*Condition of a Bond to pay the Intereſt of a Sum of Money annually to a Perſon during her Life, and the Principal, after her Deceaſe, amongſt her Children.*

THE **Condition** of the above written obligation is ſuch, that if the above bound *A.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above-named *B.* to and for her own proper uſe, the growing intereſt of the ſum of —— pounds, herein after mentioned, at and after the rate of five pounds *per cent. per annum*, of lawful, *&c.* on, *&c.* yearly and every year, during the natural life of the ſaid *B.* to be accounted from the —— day of, *&c.* **And alſo** if the ſaid *A.* his heirs, *&c.*

ſhall

ſhall and do within twelve months after the deceaſe of the ſaid *B.* well and truly pay or cauſe to be paid unto *A. C.* one of the daughters of the ſaid *B.* the ſum of ——— pounds, part of the ſaid ſum of ——— pounds, and unto *C.* one other of the daughters of the ſaid *B.* the ſum of ——— pounds, further part of the ſaid ſum of —— and unto *D.* one other of the daughters of the ſaid *B.* the remaining —— pounds, of the ſaid ſum of —— pounds, if the ſaid *A. C.* and *D.* the daughters of the ſaid *B.* ſhall be living at the deceaſe of their ſaid mother, and ſhall then be of the age of twenty-one years, or married reſpectively; and in caſe either of them the ſaid *A. C.* and *D.* the daughters, ſhall happen to die in the life-time of their ſaid mother, [And ſhall leave any child or children lawfully begotten her ſurviving, then if the ſaid *A.* his heirs, &c. ſhall and do pay or cauſe to be paid unto ſuch child or children of her or them ſo dying, her or their parts and ſhares of and in the ſaid ſum of —— pounds before mentioned, at the age of twenty-one, being a ſon or ſons, or the like age, or marriage, being a daughter or daughters, unto the executors or adminiſtrators of her or them ſo dying and leaving ſuch child or children ſo ſurviving, her or their part and ſhare of and in the ſaid —— pounds, herein before mentioned, to and for the uſe of the child or children of her or them ſo dying reſpectively; but if ſuch of them ſo dying ſhall not leave any child or children her ſurviving] then if the ſaid *A.* his heirs, *&c.* ſhall and do truly pay or cauſe to be paid unto the ſurvivor or ſurvivors of them the ſaid *A. C.* and *D.* the daughters of the ſaid *B.* which ſhall be living at the deceaſe of her the ſaid *B.* the part and ſhare of and in the ſaid ſum of —— pounds, of her or them which ſhall ſo die in the life-time of the mother; and alſo, if the ſaid *A.* his heirs, *&c.* ſhall pay intereſt after the rate of five pounds *per cent. per annum*, for the ſaid —— pounds, from the deceaſe of the ſaid *B.* until the ſaid ſum, and every part thereof, ſhall be payable and paid as aforeſaid; Then, &c.

This within the brackets left out if required.

*(Wood.)*

*Condition of a Bond from the Vendor of an Advowſon, and Sureties, to the Purchaſer, for quiet Enjoyment.*

KNOW all Men, &c.

Whereas the above named *H. B.* hath lately bought and purchaſed to him and his heirs of and from the above bounden *A. A.* the perpetual advowſon, right of patronage, and preſentation of, in and to the rectory and pariſh church of Irrand and Ketten thereto united in the county of Cambridge, with the appurtenances, for the ſum or price of ſix hundred pounds, of lawful money of Great Britain, and accordingly the ſaid advowſon and premiſes are by indenture bearing even date herewith between the ſaid *A. A.* of the one part, and the ſaid *H. H.* of the other part, granted and conveyed, or mentioned to be granted and conveyed unto, and to the uſe of the ſaid *H. H.* his heirs and aſſigns, as by the ſame indenture, relation being thereunto had, may appear: Now the Condition of this obligation is ſuch, that if the ſaid *H. H.* his heirs and aſſigns, ſhall and do, from time to time, and at all times hereafter, peaceably and quietly have, hold and enjoy the ſaid advowſon and premiſes, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or diſturbance of, or by the ſaid *A. A.* his heirs or aſſigns, or of or by any other perſon or perſons lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt of, in, to or out of the ſaid advowſon and premiſes, or any part thereof, from, by or under, or in truſt for him or them, or from, by or under *L. A.* Eſquire, deceaſed, ſon and heir of Sir *M. A.* Knight, alſo deceaſed, or from, by or under the ſaid Sir *M. A.* or any or either of them, and that free and clear from all incumbrances made or done, or to be made or done by the ſaid *A. A. L. A.* and Sir *M. A.* or any of them, or by any other perſon or perſons lawfully claiming, or to claim from, by or under, or in truſt for them, or any of them; Then, &c.

The purchaſe,

and deed of conveyance recited.

The condition for quiet enjoyment,

free from incumbrances.

*(Horſeman.)*

*Condition of a Bail Bond in the King's Bench.*

THE Condition of this obligation is ſuch, that if the above bounden *A. B.* doth appear before our Sovereign Lord the King at Weſtminſter, on —— next after —— (*as in the writ or warrant*) to anſwer to *E. F.* of a plea of treſpaſs; and alſo to a bill of the ſaid *E.* againſt the ſaid *A.* to be exhibited according to the cuſtom of the Court of the ſaid Lord the King, before the King himſelf, for ——pounds (*or as the caſe is*;) Then this obligation to be void and of no effect, Otherwiſe to remain in full force and virtue.

*The like in the Common-Pleas.*

——— Doth appear before the Juſtices of our Sovereign Lord the King at Weſtminſter on the Octave of St. Hilary, to anſwer to *E. F.* of a plea of treſpaſs, and alſo to anſwer to the ſaid *E.* according to the cuſtom of the Court of the ſaid Lord the King of Common Bench, of a plea of debt upon demand for —— pounds (*as in the writ*;) Then, &c.

*Condition of a Bond from one who ſold Part of a Ship on Behalf of the Maſter, that the Purchaſer ſhall peaceably enjoy, and that the Maſter ſhall make further Aſſurance within a certain Time.*

WHEREAS the above named *A.* hath by bill of ſale, *&c.* (*recital of a bill of ſale of a ſhip*) now on a voyage to ———: And whereas the ſaid *A.* hath ſo ſold the ſaid ——— part of the ſaid ſhip, for and on behalf of the ſaid *D.* the maſter, and the ſaid *B.* is to run the hazard and adventure thereof during the ſaid voyage: Now the Condition, &c. That if the ſaid *B.* his, *&c.* ſhall and do, during the term of three years from ——— peaceably and quietly have, hold and enjoy the ſaid ——— part

part of the ſaid ſhip or veſſel, and premiſes, with the appurtenances, by the ſaid recited bill of ſale mentioned and intended to be granted, and receive and take the profits thereof to his and their own uſe and uſes, without any let, &c. of or by the ſaid *D.* his, &c. or any other perſon or perſons whatſover: And alſo if the ſaid *D.* his executors, &c. and all others claiming or to claim by, from or under him, ſhall and do within the ſaid term of three years, at the requeſt, coſts and charges of the ſaid *B.* his executors, &c. make, ſeal and execute ſuch further acts, deeds, grants or things, for the further granting, aſſuring and confirming the ſaid ——— part of the ſaid ſhip and premiſes, with the appurtenances, unto the ſaid *B.* his executors, &c. according to the true meaning of the ſaid bill of ſale, as by the ſaid *B.* his executors, &c. or his or their counſel, ſhall be adviſed and required, then and in ſuch caſe if the ſaid *B.* his heirs, &c. do well and truly pay, or cauſe, &c. unto the ſaid *A.* his executors, &c. the ſaid ſum of ——— on, &c. together with intereſt for the ſaid ſum of ——— after the rate of ——— from the date of theſe preſents to the payment thereof; Then, &c.

*Condition of a Bond to pay an Annuity (which was before charged on Lands ſold, with the Conſent of the Annuitant,) by half-yearly Payments.*

WHEREAS Sir *T. W.* of ——— Baronet, hath purchaſed of the Right Honourable *A. L. V.* the manor of, &c. And whereas the Right Honourable *B. L. V.* at the ſpecial inſtance and requeſt of the ſaid *A. L. V.* and for his only benefit, joined in the ſale thereof, and thereby relinquiſhed the annual ſum of five hundred pounds for her life, with the payment whereof the ſaid manor of, &c. ſtood charged: Now the Condition of this obligation is ſuch, that if the ſaid *A. L. V.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B. L. V.* or her aſſigns, during the natural life of the ſaid *B. L. V.* the annual ſum of five hundred pounds of, &c. in manner and form following, *(that is to ſay)* the ſum of two hundred and fifty pounds on the 25th day of June, and the further of ſum of two hundred and fifty pounds on the 25th day of December then next, and which will be in the year, &c. and ſo the ſum of two hundred and fifty pounds upon every 25th day of June and 25th day of December in every year, during the natural life of the ſaid *B. L. V.* then this obligation to be void and of no effect: But if default ſhall happen to be made in any of the payments in any year, Then to be and remain in full force and virtue.

*Condition of a Bond to pay a Perſon a Sum of Money, if living with the Obligor at the Time of her Deceaſe.*

KNOW all Men, &c.
The Condition of this obligation is ſuch, that in caſe the above named *B. B.* ſhall be living with the above bounden *A. A.* as her ſervant at the time of the deceaſe of the ſaid *A. A.* and the heirs, executors or adminiſtrators of the ſaid *A. A.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *B. B.* her executors or adminiſtrators, the full and juſt ſum of one hundred pounds of lawful money of Great Britain, within the ſpace of three calendar months next after the deceaſe of the ſaid *A. A.* over and above what the ſaid *A. A.* ſhall give her by her will; or in caſe the ſaid *B. B.* ſhall not be living with the ſaid *A. A.* as her ſervant at the time of the deceaſe of the ſaid *A. A.* then and in either of the ſaid caſes this preſent obligation ſhall be void and of none effect, or elſe to be and remain in full force and virtue.

*(Horſeman.)*

*Condition of a Bond from a Father to indemnify an Adminiſtrator of the Teſtator's Son, on paying him Legacies given to his three Children, purſuant to the Directions of the Will.*

WHEREAS *A.* of, &c. lately deceaſed, by his laſt will, &c. dated, &c. did (amongſt other things) give and bequeath to the three children of his ſon-in-law, the above bound *B. viz.* To his grand-ſon *C.* one hundred pounds of lawful, &c. to his grandſon *D.* fifty pounds of lawful, &c. to *E.* his grand-daughter, fifty pounds of lawful, &c. and did order and appoint his ſaid ſon-in-law *B.* to receive and keep the aforementioned two hundred pounds therein bequeathed to his ſaid three children to their three uſes, and the ſame to pay to the ſaid *C. D.* and *E.* with the intereſt of the ſame, at ſuch times as they ſhould attain the ages of eighteen years; and if either of them ſhould die before the age of eighteen years, ſuch of the three legacies as ſhould be unpaid, and of the party deceaſed to whom the ſame was bequeathed, ſhould from thenceforth be paid to ſuch of them as ſhould ſurvive, and at ſuch age as their own legacy ſhould be grown due; and did will and ordain that his ſaid ſon-in-law *B.* ſhould give to the teſtator's ſon the ſaid *F. A.* one bond or obligation of four hundred pounds, with condition to the ſame indorſed, That he the ſaid *B.* his heirs, executors and adminiſtrators, would acquit, diſcharge, and for ever ſave and keep harmleſs the ſaid *F. A.* of and from the ſaid *C. D.* and *E.* grand-children, and of and from any claim or demand by them, or any of them, to be made for the aforeſaid three legacies bequeathed to them from and after ſuch time as the ſaid *B.* the ſon-in-law ſhould have received the ſaid two hundred pounds to the uſe and uſes aforeſaid; and did make and ordain the ſaid *F. A.* and *B.* ſole executors of the ſaid will, as by the ſaid recited will, relation, &c. And whereas the ſaid *F. A.* is ſince dead, and the above named *G.* hath taken out letters of adminiſtration upon his eſtate: And whereas the ſaid *B.* hath on the date hereof, and not ſooner, received the ſaid legacies of two hundred pounds given to his ſaid children: Now the Condition, &c. That if the ſaid *B.* his heirs, &c. do and ſhall at all times hereafter well, &c. indemnified the ſaid *H.* and *G.* his wife, their executors and adminiſtrators, and his, her and their lands, &c. or

&c. or proſecuted againſt him, her or them, by the ſaid *C. D.* and *E.* the children of the ſaid *B.* and grand-children of the ſaid *A.* of which the ſaid *H.* and *G.* his wife, or either of them, their or either of their executors or adminiſtrators, may ſuſtain or be put unto for or by reaſon of the aforeſaid three legacies ſo left to the ſaid *C. D.* and *E.* as aforeſaid, or any part thereof; **Then**, &c.

*(Jones.)*

*Condition of a Bond to procure an Heir at Law to convey when of Age, and for quiet Enjoyment,* &c.

**WHEREAS** the above bound *Jane King* by indentures of leaſe and releaſe, the releaſe bearing even date herewith, and made between her the ſaid *Jane King* (by the name of, &c. widow and relict of *Richard King*, late of, &c. her late huſband, deceaſed, and the only child and heir of *William Roe*, late of, &c. deceaſed, by *Elizabeth* his wife) of the one part, and the above named *Richard How* (by the name of *Richard How*, Gentleman, only ſon and heir of *Richard How*, late of the Inner Temple, London, Eſquire, deceaſed) of the other part, for the conſiderations therein mentioned **hath** granted, &c. unto the ſaid *Richard How* the ſon, **All that**, &c. **To hold** the ſame premiſes unto and to the uſe of the ſaid *Richard How* the ſon, his heirs and aſſigns for ever: **Now the Condition** of the above written obligation is ſuch, that if *Jane King*, (the only child of *Richard King* of, &c. by *K.* his late wife, deceaſed, being now an infant of the age of ſeventeen years, or thereabouts) at any time or times after ſhe the ſaid *Jane King* the daughter, ſhall have attained the age of twenty-one years, if then ſole and unmarried, and if then married, the ſaid *K.* and her huſband do and ſhall (at the requeſt, coſts and charges of the ſaid *Richard How* the ſon, his heirs or aſſigns,) duly execute all and every further conveyances and aſſurances, or do commit and ſuffer any act, deed, matter or thing, for the better confirmation and aſſurance of the ſaid meſſuages, cloſe or ground, hereditaments and premiſes, and every part thereof, unto and to the uſe of the ſaid *Richard How* the ſon, his heirs and aſſigns, diſcharged of all prior grants, charges and incumbrances by the ſaid *K.* the daughter, or her ſaid huſband, done, committed or ſuffered; and if the ſaid *Richard How* the ſon, his heirs and aſſigns, ſhall and may at all times hereafter peaceably and quietly have, hold and enjoy all and ſingular the ſaid hereditaments and premiſes, and receive and take the rents, iſſues and profits thereof, to his and their own uſe, without any let, ſuit, interruption, claim or demand of the ſaid *Jane King* the daughter, or any iſſue of her body, or any other perſon or perſons, having or lawfully claiming any eſtate, right, title or intereſt, of, in or to the ſaid hereditaments and premiſes, or any part thereof, by, from or under her the ſame *K.* or any of the iſſue of her body; **Then** the ſaid obligation to be void, otherwiſe to remain in full force and virtue.

*(Ward.)*

*Condition of a Bond to deliver up a Mill with the Utenſils,* &c. *at the Determination of a Leaſe, in as good Repair and Condition as the ſame were when let, reaſonable Uſe only excepted.*

**WHEREAS** the above named *C.* by his indentures of leaſe under his hand and ſeal, bearing date, &c. hath letten unto the above bound *A.* (amongſt other things) a certain ——— mill, with its appurtenances, ſituated, &c. now in the occupation of the ſaid *C.* and all the materials, utenſils and things now in, about and belonging thereto, for the term of ——— years, from ——— then and now next enſuing, at the yearly rent therein mentioned: **Now the Condition**, &c. that if the ſaid *A.* his executors, &c. at his, their or ſome of their own proper coſts and charges, do and ſhall, before the expiration of the ſaid term of ——— years by the ſaid recited leaſe granted, or other ſooner determination thereof, which ſhall firſt happen, make, or cauſe the ſaid mill and all things belonging thereunto, to be made and put into the ſame form, order and manner as they now are and be, and fitting to be uſed for a ——— mill, as the ſame now is; and ſhall and do deliver up the ſame in ſuch order and manner as aforeſaid, at the expiration of the ſaid term, with all the materials, utenſils and things, which are now in, about and belonging thereto, unto the ſaid *C.* his executors, &c. in as good repair and condition as they now are and be, (reaſonable uſe and wearing thereof in the mean time only excepted.)

*(Jones.)*

*A Condition that a Rent-Gatherer ſhall render a juſt Account.*

**WHEREAS** the above named *Richard How*, Eſquire, has retained and employed the above bound *Richard Roe* to be receiver of the rents, iſſues and profits of all and ſingular his the ſaid *Richard How*'s meſſuages, lands and tenements, ſituate, lying and being in ——: **Now the Condition** of this obligation is ſuch, that if the above bounden *Richard Roe*, his heirs, executors or adminiſtrators, ſhall and do from time to time, and at all times hereafter, as often as he or they ſhall be thereunto requeſted by the ſaid *Richard How*, his heirs, executors, adminiſtrators or aſſigns, well and truly pay or cauſe to be paid unto the ſaid *Richard How*, his heirs, executors, adminiſtrators or aſſigns, all ſuch ſum and ſums of money, as he the ſaid *Richard Roe* ſhall have had or received of the ſaid rents, iſſues and profits, and to render to the ſaid *Richard How* and his heirs, executors, adminiſtrators or aſſigns, a true, juſt and perfect account of all and every ſum and ſums of money that ſhall be by him had, received, paid, laid out or diſburſed, of, from, for or on account of the ſaid lands and tenements, or the rents, iſſues and profits thereof, or of, for or on account of the ſaid *Richard How*, his heirs, executors, adminiſtrators or aſſigns; and alſo well, juſtly, truly and honeſtly in every reſpect behave himſelf in the ſaid office or employment of receiver of the aforeſaid rents, iſſues and profits; **Then** this obligation to be void, or elſe to be and remain in full force and virtue.

*(Newnam.)*

*Condition*

*Condition of a Bond to indemnify a Tenant on his Attornment and paying Rent to a Mortgagee, he having timely Notice if he ſhould be ſued or ejected,* &c. *that the Mortgagee may defend the ſame.*

WHEREAS *A.* by writing under his hand, bearing date, *&c.* hath deſired and impowered the above named *B.* to attorn tenant for the meſſuages, farms and lands he holds of the ſaid *A.* in H. and B. in the county of, *&c.* unto the above bound *C.* by the acceptance of her agent Mr. *D.* and to pay her the rent to grow due for the ſame, as thereby, relation, *&c.* And whereas the ſaid *B.* in purſuance of the ſaid recited writing or order, hath on the day of the date above written actually attorned tenant to the ſaid *C.* for the ſaid meſſuages, farms and lands in H. and B. which he holds of the ſaid *A.* by the acceptance of the ſaid *D.* and in token of ſuch his attornment, hath paid unto the ſaid *D.* for the uſe of the ſaid *C.* twelve pence in part of the rent which will become due for the ſaid premiſes at Michaelmas next, and hath agreed to pay the growing rent of the ſaid premiſes to the ſaid *C.* or to her order and uſe, as by writing under the hand and ſeal of the ſaid *B.* bearing date with theſe preſents, relation, *&c.* Now the Condition, &c. that if the ſaid *C.* her executors and adminiſtrators, ſhall and do, *&c.* well, *&c.* indemnified the ſaid *C.* his heirs, *&c.* and his and their lands, *&c.* of and from all actions, *&c.* diſtreſſes, ejectments, payments, judgments, executions and damages whatſoever, which ſhall or may be commenced, *&c.* againſt him or them, or which he or they ſhall or may ſuſtain or be put unto, as well for or by reaſon of his attorning and becoming tenant to the ſaid *C.* for the ſaid premiſes as aforeſaid, as for or concerning all or any ſuch ſum or ſums of money which ſhe or they, or any other perſon or perſons by her or their order, or for her or their uſe, ſhall from time to time receive of the ſaid *B.* his executors, *&c.* for or on account of the rent of the ſaid meſſuages, *&c.* which he the ſaid *B.* ſo holds of the ſaid *A.* as aforeſaid, or any part thereof; he the ſaid *B.* his executors and adminiſtrators, giving timely notice to the ſaid *C.* her executors, adminiſtrators or aſſigns, of ſuch actions, ſuits, diſtreſſes or ejectments, which ſhall or may at any time or times be brought, proſecuted or made upon or againſt him or them, for or on account of the ſaid meſſuages, *&c.* as aforeſaid, or any part thereof, and ſuffering her the ſaid *C.* her executors, *&c.* to defend the ſame; Then, &c.

*Condition of a Bond from three Perſons to procure another Perſon, when of Age, to execute an Aſſignment to a fifth Perſon, and in caſe of the Infant's Death to make further Aſſignment,* &c.

WHEREAS by indenture *tripartite* of aſſignment, bearing date the day next before the day of the date hereof, and made between *J. J.* the younger, *&c.* of the firſt part, and the above bound *J. J.* by the name of, *&c.* father of the ſaid *J. J.* the younger, of the ſecond part, and the above named *T. L.* of the third part; *Whereby* (after reciting as therein is recited, and for the conſiderations therein mentioned and expreſſed) the ſaid *J. J.* the younger, is mentioned to have abſolutely granted, *&c.* unto the ſaid *T. L.* as well his the ſaid *J. J.*'s moiety of and in three meſſuages or tenements, *&c.* ſituate, *&c.* which in and by an indenture of leaſe therein recited had been demiſed to *T. M.* and by him aſſigned to *J. H.* ſince deceaſed, and which by *A. H.* widow, his relict and adminiſtratrix, had been aſſigned to them the ſaid *J. J.* the younger, and *F. L.* with their appurtenances, as alſo his the ſaid *J. J.*'s moiety or half-part, and all other his ſhare and intereſt, as well of and in all and ſingular the houſhold-goods, furniture and ſtock in trade, then late of the ſaid *A. H.* which had been by her, by a bill of ſale alſo therein recited, bargained and ſold to them the ſaid *J. J.* the younger, and *F. L.* as of and in any other goods or ſtock in trade, purchaſed by them or either of them, on account of an agreement, touching their copartnerſhip therein recited; as likewiſe one moiety ——— and all other the ſhare and intereſt of him the ſame *J. J.* of and in all and every the debts, as were then due and owing to them the ſame *J. J.* and *T. L.* on account of their ſaid copartnerſhip therein recited, to have been carried on between them, and which copartnerſhip, by the indenture now reciting, is thereby finally ended, diſcontinued, diſolved and made void, or intended ſo to be; and all the eſtate, right, intereſt, property, claim and demand whatſoever of him the ſame *J. J.* of, in and to all and ſingular the hereby aſſigned premiſes; *To hold* the ſaid moiety of the ſaid aſſigned leaſehold premiſes unto the ſaid *T. L.* his, *&c.* from thenceforth for and during all the reſidue of a term of twenty-one years by the ſaid indenture of leaſe granted, which was then to come and unexpired, (*Subject nevertheleſs* to the payment and performance of the rent and covenants in the ſaid indenture of leaſe reſerved and contained,) and *to have*, hold, receive, take and enjoy the ſaid moiety, and other the ſhare and intereſt of the ſaid thereby aſſigned houſhold-goods, ſtock in trade and debts, unto the ſaid *T. L.* his executors and aſſigns, from thenceforth for ever; as by the ſaid recited indenture of aſſignment, duly executed by them the ſaid *J. J.* the father, and *T. L.* relation, *&c.* And whereas the ſaid *J. J.* the younger, not having attained his full age of twenty-one years, (wanting about ——— thereof) hath not yet executed the ſaid indenture, but hath agreed ſo to do, immediately after he ſhall attain his age of twenty-one years, and for which purpoſe the ſaid indenture is now lodged in the hands of the above bound *E. D.* Now the Condition of the above written obligation is ſuch, that if the ſaid *J. J.* the younger, within —— days next after he ſhall attain his ſaid age of twenty-one years, ſhall and do, in due form of law, ſign, ſeal and deliver the ſaid recited indenture of aſſignment, bearing date the day next before the day of the date hereof, And in caſe of the death of the ſame *J. J.* before his executing of the ſame indenture; that then and in ſuch caſe, if the executors or adminiſtrators of the ſaid *J. J.* the younger, ſhall and do, within ——— months next after his death, at the coſts and charges of the ſaid *J. L.* his executors, adminiſtrators or aſſigns, and as by his or their counſel ſhall in that behalf be reaſonably adviſed and required, duly execute, ſeal and deliver unto him or them, a good and ſufficient aſſignment of his the ſame *J. J.*'s Moiety, of and in the ſaid leaſehold meſſuage, ſtock, debts, and all and ſingular other the premiſes, mentioned and compriſed in the ſaid indenture of aſſignment, bearing date the day next before the day of the date hereof, and ſo intended

to

to be aſſigned to the ſaid *T. L.* as aforeſaid; and that free and clear of and from all charges and incumbrances whatſoever by him the ſaid *J. J.* the younger, his executors or adminiſtrators, in the mean time done, committed or ſuffered: **And** alſo if the ſaid *T. L.* his executors, adminiſtrators or aſſigns, ſhall and do in the mean time, and at all times, peaceably and quietly have, hold, poſſeſs and enjoy all and ſingular the ſame premiſes, without any let, ſuit, trouble, interruption or diſturbance whatſoever, of or by the ſaid *J. J.* the younger, his executors or adminiſtrators, of or by any other perſon or perſons whomſoever, lawfully claiming the ſame premiſes, by, from or under him or them; **Then**, &c.

*(Phillips.)*

*Condition of a Bond that the Obligor ſhall ſuffer his intended Wife to make a Will.*

**WHEREAS** a marriage is intended to be ſhortly had and ſolemnized between the above bound *L. R.* and one *M. W.* **Now the Condition**, &c. that if after the ſaid intended marriage ſhall be had and ſolemnized between the ſaid *L. R.* and *M. W.* the ſaid *L. R.* ſhall and do quietly permit and ſuffer the ſaid *M. W.* in due form of law, to ſign, ſeal, publiſh and declare her laſt will and teſtament in writing, in and by the ſame to give, will and bequeath, or otherwiſe diſpoſe of at her free will and pleaſure, unto and amongſt her kindred, friends and acquaintance, or any of them as to her ſhall ſeem meet and convenient, the ſum of, *&c.* **And further**, in caſe of the ſaid *L. R.*'s ſurviving the ſaid *M. W.* if the ſaid *L. R.* his heirs, executors, or adminiſtrators, or any of them, upon reaſonable requeſt of him or them in that behalf to be made, by any ſuch perſon or perſons to whom the ſaid *M. W.* ſhall give, will and bequeath any ſuch ſum or ſums of money, not exceeding in the whole the ſaid ſum of ——— or the value thereof, ſhall well and truly pay or cauſe to be paid, all and every ſuch ſum and ſums of money ſo to be given, willed or bequeathed, as aforeſaid, by the ſaid *M. W.* in ſuch manner as ſhall be by her appointed; **Then**, &c.

*Another.*

**WHEREAS** a marriage is intended, *&c.* between the above bound *A.* and *C.* of, *&c.* **And whereas** the ſaid *A.* hath agreed, and doth hereby agree, that in conſideration of the monies, *&c.* belonging to, and which the ſaid *C.* is poſſeſſed of, and will come or belong to the ſaid *A.* by the ſaid marriage, when the ſame ſhall be ſolemnized, ſhe the ſaid *C.* in caſe ſhe ſhall depart this life in the life-time of him the ſaid *A.* ſhall and may by any writing under her hand and ſeal, or by her laſt will and teſtament in writing, or any other writing purporting her laſt will, to be by her ſigned, ſealed and executed in the preſence of, and atteſted by two or more credible witneſſes, give, diſpoſe, order, direct and appoint the ſum of one hundred pounds, of, *&c.* or any part of the ſaid ſum; and likewiſe the —— part of the goods now belonging to the ſaid *C.* to ſuch perſon or perſons, for ſuch uſes and purpoſes and in ſuch manner as ſhe the ſaid *C.* by ſuch writing, or by her laſt will and teſtament in writing, or other writing purporting her laſt will, to be by her ſigned, ſealed, executed and atteſted as aforeſaid, give, *&c.* or any part thereof; and he the ſaid *A.* hath alſo agreed, that he, his heirs, *&c.* will duly pay the ſaid ſum of one hundred pounds, or ſuch part thereof which ſhe ſhall ſo give and diſpoſe, order and appoint to be paid; and will likewiſe deliver the ſame —— according to ſuch her diſpoſition, order or appointment of or concerning the ſame: **Now the Condition**, &c. That if the ſaid intended marriage ſhall take effect, and the ſaid *C.* ſhall happen to depart this life in the life-time of the ſaid *A.* her intended huſband, then and in ſuch caſe, if the ſaid *A.* his heirs, *&c.* ſhall and do, within twelve months next after ſuch the deceaſe of the ſaid *C.* his intended wife, well and truly pay, or cauſe to be paid, all or ſuch part of the ſaid ſum of one hundred pounds, and ſhall likewiſe deliver the ſaid ——— to ſuch perſon or perſons, for ſuch purpoſes, and in ſuch manner, according as ſhe the ſaid *C.* his intended wife, by any writing under her hand or ſeal, or by her laſt will and teſtament in writing, or any other writing, purporting her laſt will, to be by her ſigned and ſealed in the preſence of, and atteſted by, two or more credible witneſſes, ſhall, notwithſtanding her coverture, give, *&c.* the ſame, according to the true intent and meaning of the ſaid parties, and of theſe preſents; **Then**, &c.

*(Wood.)*

*Condition of a Bond for Payment of an Annuity for Life.*

**THE Condition** of the above written obligation is ſuch, that if the above bounden *A. B.* his heirs, executors and adminiſtrators, do and ſhall yearly, and every year from and after the 10th day of May next enſuing the day of the date of the above written obligation, well and truly pay or cauſe to be paid unto the above named *C. D.* his executors, adminiſtrators and aſſigns, for and during the natural life of the ſaid *C. D.* one annuity or yearly ſum of four hundred pounds of lawful money of Great Britain, at and upon the four moſt uſual feaſts or days of payment in the year; that is to ſay, on the feaſt-day of St. John the Baptiſt, Saint Michael the Archangel, the Nativity of our Lord Chriſt, and the Annunciation of the bleſſed Virgin Mary, by even and equal portions; the firſt payment thereof to begin and be made on the feaſt-day of Saint John the Baptiſt next enſuing the date hereof; **Then**, &c. but if, *&c.*

*(Newnam.)*

*Condition of a Bond to diſcharge a Pariſh of a Baſtard Child, given to the Churchwardens and Overſeers of the Poor before the Child is born.*

WHEREAS *Mary Fowler* of, *&c.* in the county of D. ſpinſter, before one of his Majeſty's Juſtices of the Peace for the ſaid county of D. hath ſworn that ſhe is great with child, and that the above named *R.R.* is the father of ſuch child or children ſhe now goeth with: **Now the Condition**, &c. that if the above bound *B. R.* and the ſaid *E. F.* and *G. H.* or either or any of them, their, or either or any of their heirs, executors or adminiſtrators, do and ſhall from time to time, and at all times hereafter, fully and clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs and indemnify as well the above named *W. D. A. B. C.D.* and *J. S.* Churchwardens and Overſeers of the Poor of the pariſh of L. aforeſaid, and their ſucceſſors, for the time being, and every of them, as alſo all the inhabitants and pariſhioners the ſaid pariſh of L. which now are, or hereafter ſhall be, for the time being, and every of them, of and from all and all manner of expences, damages, coſts, and charges whatſoever, which ſhall or may in any manner at any time hereafter ariſe, happen, come, grow, or be impoſed upon them, or either or any of them, for or by reaſon or means of the ſaid *M. F.*'s being now great with child as aforeſaid, or for or by reaſon or means of the birth, maintenance, education and bringing up of ſuch child or children, with which the ſaid *M. F.* is now enſient, and ſhall be delivered of, and of and from all actions, ſuits, troubles, charges, damages and demands whatſoever, touching and concerning the ſame; **Then**, &c.

*Condition of a Bond to indemnify a Pariſh from all Charges for ſeven Years, on Account of taking a poor Child to keep.*

WHEREAS the above bound *A.* hath taken *G.* a poor child of the above pariſh of St. K. C. to keep and provide for the ſaid child at his own charge, and the above named Overſeers have allowed him twenty ſhillings to buy ſome neceſſary cloathing for the ſaid child; and the ſaid *A.* hath alſo agreed to ſave the ſaid pariſh harmleſs from and concerning the ſaid child, during the ſpace of ſeven years from the date hereof: **Now the Condition**, &c. That if the ſaid *A.* his executors and adminiſtrators, do and ſhall at all times, for and during the ſaid term of ſeven years, diſcharge and ſave and keep harmleſs and indemnified the ſaid pariſh, of, from and concerning the ſaid child, and all ſuits, charges, coſts, payments, troubles and damages, for or in any wiſe concerning the ſaid child; **Then**, &c.

*(Wood.)*

*Condition of a Bond to take Care of a Woman in her Lying-in, and of the Child, and to indemnify the Pariſh.*

WHEREAS *E. C.* of the pariſh of St. D. aforeſaid, is gotten with one or more child or children, by the above bounden *J. S.* as appeareth on the accuſation and oath of her the ſaid *E.* and ſhe being as yet undelivered of ſuch child or children, and being thereby likely to become a burden upon, and be a charge to the ſaid pariſh of St. D. **Now the Condition** of the above written obligation is ſuch, that if the above bound *J. S. N. P.* and *J. T.* or any or either of them, their, or any or either of their heirs, executors, adminiſtrators or aſſigns, do and ſhall find and provide her the ſaid *E.* with all things proper, neceſſary, fit and convenient, during the time of her lying-in with ſuch child or children; and alſo do and ſhall from time to time, and at all times hereafter, from and after the birth of ſuch child or children, as now is or are in the body of her the ſaid *E.* and yet unborn, acquit, releaſe, diſcharge, ſave, defend, keep harmleſs and indemnified, as well the above named *W. B.* and *F. H.* the preſent Churchwardens of the ſaid pariſh of St. D. as alſo the preſent Overſeers and Collectors for the Poor for the ſame pariſh, and their reſpective ſucceſſors, for the time being; as alſo all and every other the inhabitants and pariſhioners of the ſame pariſh, and every of them, of and from all and all manner of coſts, charges, damages, expences and demands whatſoever, as well touching the lying-in of her the ſaid *E. C.* as alſo ſuch other charges, which ſhall or may at any time or times hereafter, in any manner ariſe, happen, grow, or be impoſed upon the ſaid Churchwardens, Overſeers, Collectors and pariſhioners, and their ſucceſſors, for the time being, for or by reaſon or means of ſuch child or children *to be born*, now being in the body of her the ſaid *E. C.* yet unborn as aforeſaid; **And alſo** that if they the ſaid *J. S. N. P.* and *J. T.* their executors and adminiſtrators, ſome or one of them, ſhall and will, when they or any of them ſhall be hereunto required by any of the officers of the ſaid pariſh of St. D. for the time being, appear before a Juſtice of the Peace, and then and there, upon oath before ſuch juſtice, declare how the ſaid child or children is or are provided for and maintained, or in caſe of his, her or their death, the time and place of his, her or their burial; **Then** and in ſuch caſe the above written obligation ſhall be void, *&c.*

*(Wood.)*

*Condition of a Bond to aſſign over a Patent when paſſed under the Great Seal.*

WHEREAS the above bound *A.* hath received and borrowed of the above named *B.* the ſum of, *&c.* for which ſaid ſum the ſaid *A.* hath on, *&c.* given unto the ſaid *B.* one bond or obligation, in the penalty of ——— pounds, conditioned for payment of the ſaid ſum of ——— pounds, with intereſt, on, *&c.* as thereby may appear: **And whereas** his preſent Majeſty King ——— hath granted unto the ſaid *A.* one annuity, penſion or yearly ſum of ——— pounds, out of the rents, profits and revenues ariſing

ing by the office, called the Penny-Poſt Office, for the term of ——— years, to commence from the, &c. for which ſaid annuity, penſion or yearly ſum, a patent is paſſing under the Great Seal of England: **And whereas** the ſaid *A.* hath agreed, and doth hereby agree with the ſaid *B.* to aſſign the ſaid annuity, penſion or yearly ſum of ——— pounds, and letters patents aforementioned, when and as ſoon as the ſame are granted and paſſed, for the better ſecurity and more ſure payment of the ſaid ſum of ——— pounds, with intereſt, according to the condition of the ſaid recited obligation: **Now the Condition**, &c. that if the ſaid *A.* his executors, &c. ſhall and do within ——— days next after the ſaid letters patent ſhall be ſo granted and paſſed for the ſaid annuity, penſion or yearly ſum of ——— pounds, at his and their own proper charge, aſſign, transfer and ſet over, in due form of law, the ſaid letters patent and annuity, penſion or yearly ſum of ——— aforeſaid, and all his right, &c. of, in and to the ſame, for all the term of years in the ſaid patent to be granted and mentioned, with full power and authority, to and for the ſaid *B.* his exetors, &c. to demand and receive the ſame, for and as a collateral or further ſecurity for the more ſure payment of the ſaid ——— pounds by him lent, with intereſt, and to be void on full payment thereof, ſo and in ſuch manner, as by the counſel learned in the law of the ſaid *B.* his executors, &c. ſhall be reaſonably adviſed and required; **Then**, &c.

# Certificates and Teſtimonials.

*A Teſtimonial of the Payment of a Sum of Money according to a Proviſo of Revocation.*

**To all to whom** theſe preſents ſhall come, and eſpecially to *R. S.* of, &c. *E. S. H. J.* and *A. B.* and *J. Q.* of, &c. as alſo to *T. S.* ſon and heir-apparent to *H.* lately deceaſed, **We** *W. S.* of, &c. and *S. S.* **have** publiſhed, teſtified and witneſſed, and by theſe preſents **Do**, &c. by this our writing under our hands and ſeals, **That we** and each of us were preſent within the pariſh church of O. in the county of L. on the, &c. when *E. S.* of, &c. did tender and pay unto *H. S.* of, &c. the full ſum of, &c. at or upon the font ſtone ſtanding within the ſaid pariſh church of O. to the intent and purpoſe to reduce and reveſt the inheritance of certain lands and tenements unto him and his heirs, according to a proviſo contained and ſpecified in one pair of indentures, bearing date, &c. **In Witneſs** of which payment and receipt we have hereunto ſubſcribed and ſet our hands and ſeals the ——— day of, &c.

*Certificate by the Mayor of a Corporation of the due Execution of the Deed.*

*City of* C. **I** *A. B.* Mayor of the city of C. aforeſaid, **Do** hereby certify whom it may concern, **That** *C. D.* of ——— in the county of ——— did on the day of the date hereof ſign, ſeal, and as his voluntary act and deed deliver unto *E. F.* of ——— aforeſaid ——— one deed indented, bearing even date with theſe preſents, made or expreſſed to be made between the ſaid *C. D.* of the one part, and the ſaid *E. F.* of the other part; **And that** he did execute the ſame in my preſence, and in the preſence of the witneſſes whoſe names are indorſed on the ſaid indenture, and which ſaid indenture is annexed to this preſent certificate. **In Teſtimony** of the truth whereof, I the ſaid *A. B.* have hereunto put my hand, and affixed the ſeal of the ſaid city and corporation, this ——— day of, &c.

*A. B.* Mayor.

*A Certificate by the Parſon, Churchwardens,* &c. *of a Perſon's being alive.*

**We** the Rector, Churchwardens and Pariſh Clerk of the pariſh of ——— in the county of ——— **Do** certify, **That** *A. B.* ſon of *B. B.* of, &c. and *C.* his wife, are now living at ——— on the day of the date of theſe preſents. **Witneſs** our hands, the ——— day of, &c.

*A. B.* Rector.

*C. D.* } Churchwardens.
*E. F.* }

*G. H.* Pariſh-Clerk.

*(Wood.)*

CHARTER.

# CHARTER-PARTIES.

## *To carry Goods to a Port abroad, and return with other Goods,* (with Convoy.)

Grant of freight.

THIS Charter-Party of Affreightment indented, made, &c. Between *A.* of, &c. Mariner, Maſter of the good ſhip or veſſel called the D. burthen about ——— tons, now at anchor, &c. of the one part, and *B. (C)* of, &c. of the other part, Witneſſeth, that the ſaid Maſter Doth hereby grant and to freight let unto the ſaid Merchant *(s) (ſeverally one full half part of the ſaid ſhip's tonnage)* (the ſaid ſhip or veſſel, and the ſaid Merchant *(s)* hath accordingly hired the ſame) for the voyage hereunder mentioned; And (therefore the ſaid Maſter) doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid Merchant *(s)*, *(their)* his executors and aſſigns, *(jointly and ſeverally)* That the ſaid ſhip ſhall be made ready, and fitted and provided in all reſpects fitting for ſuch a ſhip and voyage; and ſhall receive and take aboard her all ſuch goods as the ſaid Merchant *(s)* ſhall load aboard her outwards *(with reſpect to the ſeveral parts of her tonnage to them letten)* [*And in time of war ſay*, And with the firſt opportunity of convoy after the date hereof] ſhall ſail directly unto Z. and within ——— days after her arrival there, or ſooner, [if the convoy that goes thither ſhall not ſtay there ſo long] ſhall unload and deliver all her ſaid outward loading unto the factors of the ſaid Merchant *(s) (reſpectively)*: And there alſo receive, and load and take aboard all ſuch ——— *(mentioning the kind of goods)* as his *(their)* Factor *(s) (reſpectively)* ſhall load or tender to be loaden aboard the ſaid ſhip *(for the full loading their ſeveral half parts of her tonnage to them letten)* as much as can be ſtowed and carried in her, over and above her victuals, tackle and apparel: And being ſo laden and diſpatched, ſhe ſhall depart thence [with the firſt convoy] for England, and return and come directly into the river of T. as near the city of L. as ſhe can conveniently; and within ——— days after her arrival there, ſhall make a right diſcharge and delivery of all her ſaid homeward loading, unto the ſaid Merchant (*s*), his (*their*) executors or aſſigns reſpectively, and end and finiſh her ſaid intended voyage, *wind and weather*, the dangers of the ſeas, and the reſtraint of princes and rulers, always excepted: And (*each of them*) the ſaid Merchant (*s*) for himſelf, his executors and adminiſtrators, (*ſeverally and reſpectively, and not jointly, nor one for the other, nor for the other's act*) doth hereby covenant and agree with the ſaid Maſter, his executors and aſſigns, that he (*each of them*) the Merchant, his executors, factors or aſſigns, will unload his outward goods, and fully load the ſaid ſhip at A. (*his ſaid half part of the ſaid ſhip's tonnage to him letten at* A.) with ——— as much as ſhe can ſtow and carry in her, above her victuals, tackle and apparel, and receive and diſcharge the ſame from aboard her at L. within the reſpective times before limited; and will truly pay or cauſe to be paid unto the ſaid Maſter, his executors or aſſignes, freight for every ton of ——— (*for each of their half parts or ſhares of the ſhip's ſaid tonnage to them letten as aforeſaid*) which ſhall be loaden on board the ſaid ſhip at *A.* and delivered to the ſaid Merchant (*s*) his (*their*) executors or aſſigns (*reſpectively*) at L. aforeſaid, at and after the rate of ——— pounds ſterling *per* ton for every ton of ——— and proportionably for a leſſer quantity than a ton, accounting twenty hundred weight neat thereof to a tun; one half part thereof within ——— days after a right diſcharge and delivery thereof as aforeſaid, and the other half part within ——— months next after ſuch diſcharge, with ——— *per* ton for primage; and will alſo pay average, as accuſtomed, together with two third parts of all port charges to grow due during the ſaid voyage; and the other third part thereof is to be paid by the ſaid Maſter: And it is agreed, that what goods the ſaid Merchants load outwards are to be carried freight free. (*Penalties in double the value of the freight.*) In Witneſs, &c.

The maſter covenants to fit out the ſhip, &c.

Time of ſailing, and on arriving aboard in port, of unlading and taking in goods there.

When to depart and return, &c.

The merchant's covenant to unload the goods at the foreign port, and load her with other goods, and to pay freight.

Primage, average, and two thirds of port charges.

### *When the Cargo conſiſts of Liquids, theſe Words may be uſed as to Leakage.*

——— And it is declared and agreed between the ſaid parties, that the ſaid Maſter, his executors, adminiſtrators or aſſigns, ſhall not be chargeable or anſwerable with or for any leakage of the ſaid ——— (*the lading,*) other than ſuch leakage as ſhall happen by the ſaid Maſter or ſhip's company's ſtaving or breaking any of the ſaid barrels, or his or their neglect or default in ſtowing the ſame on board the ſaid ſhip.

### *Covenant that the Maſter ſhall not take a particular Sort of Goods on Board for any other Perſons than the Merchant mentioned in the Charter-Party, but may take in other Goods.*

AND the ſaid Maſter for himſelf, his, &c. doth covenant, &c. that he the ſaid Maſter, or any of the ſhip's company, ſhall not, nor will receive, load or take on board, or ſuffer to be loaden on board the ſaid ſhip during the ſaid voyage, any tobacco upon freight, or for merchandize on his or their own account, or on account of any other perſon or perſons but what ſhall be loaden by the ſaid Merchant as aforeſaid: But it is agreed that the ſaid Maſter may take in bale-goods ſo as not to prejudice the loading of the ſaid tobacco, nor to hinder, delay or ſtop the ſaid ſhip in proceeding on her ſaid intended voyage.

(*Wood.*)

# COMPOSITION.

*A Deed of Compoſition of a Judgment Creditor with a reduced Debtor.*

THIS Indenture, made, &c. Between *R. F.* of, *&c.* Merchant, ſon and ſole executor of the laſt will and teſtament of *R. F.* late of L. Merchant, deceaſed, of the one part, and *J. B.* of, *&c.* of the other part. Whereas the ſaid *R. F.* deceaſed, did in —— term, which was in the —— year, *&c.* recover judgment in the Court of K. B. at Weſtminſter, againſt the ſaid *J. B.* for two thouſand five hundred pounds debt on bond, beſides coſts of ſuit, as by the records of the ſame judgment may appear. And whereas upon the death of the ſaid *R. F.* deceaſed, which happened on, *&c.* the balance then due to the ſaid *R. F.* deceaſed, from the ſaid *J. B.* on the ſecurity of the ſaid judgment, was one thouſand five hundred and forty-four pounds eight ſhillings and five-pence halfpenny. And whereas the ſaid *J. B.* by ſeveral payments has diſcharged part of the ſaid debt, ſo that now the balance due from the ſaid *J. B.* to the ſaid *R. F.* (party hereto) as executor of his ſaid late father, doth amount to the ſum of one thouſand four hundred and forty-four pounds five ſhillings and ſeven pence, and no more. And whereas the ſaid *J. B.* by reaſon of many loſſes and misfortunes in the world, is utterly unable to pay the ſaid whole debt now owing from him to the ſaid *R. F.* (party hereto) or to give any other ſatisfaction for the ſame, other than as herein after mentioned: Wherefore the ſaid *R. F.* (party hereto) being ſatisfied of the inability of the ſaid *J. B.* to pay the ſaid whole debt, and in compaſſion to his ſaid circumſtances and loſſes, is willing and hath agreed to compound the ſaid debt, and to accept of the ſum of eight hundred pounds in full ſatisfaction of the ſaid debt, to be paid in manner following, *viz.* the ſum of four hundred pounds, part of the ſaid eight hundred pounds to be paid down upon the execution of theſe preſents; and the ſum of four hundred pounds, reſidue of the ſaid eight hundred pounds, to be paid at ſeveral payments at the ſeveral days herein after covenanted for the payment of the ſame: Now this Indenture witneſſeth, That in purſuance of the ſaid agreement, and for and in conſideration of the ſaid ſum of four hundred pounds of, *&c.* to the ſaid *R. F.* (party hereto) in hand, *&c.* by the ſaid *J. B.* at, *&c.* the receipt, *&c.* He the ſaid *R. F.* (party hereto) for himſelf, *&c.* doth covenant with the ſaid *J. B.* his heirs, *&c.* that if the ſaid *J. B.* his, *&c.* ſhall well and truly pay or cauſe to be paid unto the ſaid *R. F.* (party hereto) his, *&c.* the ſum of four hundred pounds, reſidue of the ſaid ſum of eight hundred pounds, in ſuch manner, by ſuch proportions, and at the ſeveral days and times herein after covenanted for the payment of the ſame, according to the true meaning of theſe preſents; that then he the ſaid *R. F.* (party hereto) his, *&c.* ſhall and will, at the requeſt and charges of the ſaid *J. B.* his, *&c.* ſeal and execute a ſufficient warrant of attorney for the entering up ſatisfaction upon the record of the ſaid judgment; And ſhall and will alſo at the ſame time give, ſeal and execute a ſufficient general releaſe and diſcharge unto the ſaid *J. B.* his, *&c.* of all debts, dues and demands whatſoever, by him the ſaid *J. B.* owing or payable to the ſaid *R. F.* (party hereto) as executor of his ſaid late deceaſed father, or otherwiſe, from the beginning of the world until the day of the date of ſuch intended general releaſe or diſcharge; And ſhall likewiſe at the ſame time deliver up the ſaid bond to the ſaid *J. B.* his, *&c.* to be cancelled. But in Default of payment of the ſaid four ſeveral ſums of one hundred pounds, herein after covenanted to be paid, or any of them, or any part of them or any of them, that then it ſhall and may be lawful to and for the ſaid *R. F.* (party hereto) his executors or adminiſtrators, to ſue out execution upon the ſaid judgment, ſo far forth as to recover the ſaid four ſeveral ſums of one hundred pounds, with all coſts and damages which ſhall happen to ariſe or acrue by reaſon of the non-payment of the ſaid monies, or any part thereof, according to the true intent and meaning of theſe preſents. And the ſaid *J. B.* for himſelf, his heirs, *&c.* in further purſuance of the ſaid agreement of compoſition, doth covenant with the ſaid *R. F.* (party hereto) his executors and adminiſtrators, by theſe preſents, that he the ſaid *J. B.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay, *&c.* unto the ſaid *R. F.* (party hereto) his executors, *&c.* the ſaid ſum of four hundred pounds, reſidue of the ſaid eight hundred pounds in manner following, *viz.* the ſum of one hundred pounds, part thereof, on, *&c.* the ſum of one hundred pounds, other part thereof, on, *&c. &c.* (all the ſaid payments to be made at the common Dining-hall of Grays-Inn, in the county of Middleſex.) And it is hereby agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. F.* (party hereto) for himſelf, his heirs, *&c.* doth covenant and agree to and with the ſaid *J. B.* his heirs, *&c.* by, *&c.* that the ſaid judgment ſhall be and remain only as a ſecurity for the true payment of the ſaid ſum of four hundred pounds, according to the ſaid covenant of the ſaid *J. B.* for payment of the ſame; and that the ſaid judgment ſhall not be made uſe of for any other purpoſe whatſoever than for ſecuring and recovering the ſaid laſt mentioned ſum of four hundred pounds, and that no execution or other proceeding whatſoever ſhall be taken out or had thereupon until default of payment of the ſame four hundred pounds, or ſome part thereof, contrary to the true meaning of the ſaid covenant for payment of the ſame. In Witneſs, &c.

Recitals.

Of a judgment recovered by the teſtator againſt J. B. for 2500l.

Due thereon at teſtator's death 1544l 8s. 5d. halfpenny.

The balance now due 1444l. 5s. 7d.

The debtor by loſſes is rendered unable to pay the whole.

The creditor being ſatisfied thereof, agrees to compound and accept 800l. half to be paid down, and the reſidue at ſeveral times.

Conſideration. Half paid down.

Covenant to pay the compoſition money.

Declaration.

*Vide* Letters of Licence.

*A Deed of Compoſition of Creditors with a Debtor, granting a Time for Payment of the Compoſition Money, and a Freedom rom Arreſts,* &c. *with a Proviſo in caſe of Default.*

Offer to pay 14s. per pound. The creditors covenant that in caſe—— in the pound be paid by ſuch a day, &c. it ſhall be in full.

TO all to whom theſe preſents ſhall come, We whoſe hands and ſeals are hereunto ſubſcribed being creditors, or perſons authorized by and ſubſcribing for creditors of *G. H.* of, *&c.* ſend greeting. Whereas the ſaid *G. H.* by reaſon of ſeveral loſſes and otherwiſe, is not able to make full payment and ſatisfaction of and for the debts, ſum and ſums of money, wherein he now ſtandeth indebted unto us, or to thoſe for whom we ſubſcribe; but doth propoſe and offer to pay and ſecure unto each and every of us, his ſaid creditors, the ſum of fourteen ſhillings for every pound, or twenty ſhillings, which he now oweth unto each and every of the ſaid creditors reſpectively, in full payment and ſatisfaction of all and every of our debt and debts: Now know ye, That we the ſaid creditors of the ſaid *G. H.* do hereby for ourſelves ſeverally and reſpectively, our reſpective partners, executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *G. H.* his executors and adminiſtrators, that in caſe the ſaid *G. H.* do and ſhall, on or before the 21ſt day of July next, pay or cauſe to be paid unto each and every of us the ſaid creditors, parties hereunto, the ſum of five ſhillings in the pound, part of the ſaid fourteen ſhillings for every pound, or twenty ſhillings, reſpectively due unto us; and alſo on or before, *&c.* pay, *&c.* unto, *&c.* the further ſum of five ſhillings in the pound, further part of the ſaid fourteen ſhillings for every pound, or twenty ſhillings, reſpectively due unto us, and each and every of us; and alſo on or before, *&c.* pay, *&c.* unto, *&c.* the further ſum of four ſhillings in the pound, the reſidue and in full payment of the ſaid fourteen ſhillings for every pound, or twenty ſhillings, reſpectively due unto, and ſo agreed to be taken and accepted by us, and each and every of us, as aforeſaid; That then and in ſuch caſe we the ſaid creditors who have hereunto ſubſcribed our names, our reſpective executors, adminiſtrators, partners and aſſigns, ſhall and will accept and take ſuch ſeveral payments, payable in manner aforeſaid, in full of our reſpective debt and debts, dues and demands, due and owing to us, and each and every of us, as aforeſaid: And alſo upon full payment of all ſuch ſaid ſeveral payments, payable in manner as aforeſaid, to us and each of us reſpectively, We the ſaid creditors, our reſpective executors, adminiſtrators, partners and aſſigns, ſhall and will ſeverally and reſpectively ſeal and execute to and for the uſe of the ſaid *G. H.* his executors and adminiſtrators, a good and ſufficient general releaſe or releaſes in the law, of all actions, ſuits, bills, bonds, accounts, debts, dues and demands whatſoever, from the beginning of the world to the day of the date of theſe preſents. Provided always, That in caſe the ſaid *G. H.* ſhall fail or neglect to pay or cauſe to be paid unto us, and each and every or any of us, all or any part of the ſaid ſeveral payments, on the ſeveral days and times above limited, expreſſed and appointed for payment thereof, contrary to the true intent and meaning of theſe preſents; that then, and at all times thereafter, it ſhall and may be lawful to and for the ſaid creditors, parties to theſe preſents, to make void theſe preſents; and that then and from thenceforth theſe preſents ſhall ceaſe, determine and be utterly void; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And we the ſaid creditors, parties to theſe preſents, for ourſelves, our executors, adminiſtrators, partners and aſſigns, Do further covenant and agree to and with the ſaid *G. H.* That we, nor any of us, our executors, adminiſtrators, partners and aſſigns, ſhall not, nor will during the time or term hereby granted for payment of the ſaid ſeveral ſums on the days appointed for payment thereof, as aforeſaid, or until breach or failure of payment thereof, or of ſome part thereof, in manner aforeſaid, arreſt, ſue, attach, implead or otherwiſe trouble the ſaid *G. H.* his goods or chattels, but ſhall and will permit and ſuffer him to go free and at liberty, without any moleſtation, for and until the time or term hereby granted for payment of the ſaid ſeveral ſums on the days appointed for payment thereof, or for and until breach or failure of payment thereof, or of ſome part thereof, in manner as aforeſaid. And we do hereby agree, That theſe preſents ſhall be a free and abſolute diſcharge from all actions and ſuits already commenced or to be commenced during the time or term aforeſaid. In Witneſs whereof we the ſaid creditors of the ſaid *G. H.* have hereunto ſet our hands and ſeals this 21ſt day of Auguſt, in the year of our Lord 1779.

And upon ſuch payment they ſhall ſign releaſes.

Proviſo, that in caſe of default theſe preſents to be void.

The creditors covenant, that during the time given for payment they will not arreſt the debtor.

Theſe preſents a diſcharge.

*(Newnam.)*

CONFIR-

# CONFIRMATION.

*Confirmation of a Will as to Goods and Lands by the Heir at Law to the Deviſee (who is alſo Executor) and a Bargain and Sale (to be inrolled) of the ſame Lands.*

THIS Indenture, made the 16th day of January, in the eighteenth year, &c. and in the year of our Lord one thouſand ſeven hundred and ſeventy-eight, Between *A. A.* of L. ſpinſter, grand-daughter and heir at law of *B. A.* late Citizen and Plumber of L. deceaſed; only child and heir of *C. A.* late Citizen and Plumber of L. deceaſed, who whilſt living was the eideſt ſon and heir apparent of the ſaid *B. A.* of the one part, and *D. A.* of L. Gentleman, the now only ſurviving ſon of the ſaid *B. A.* of the other part. Whereas the ſaid *B. A.* in and by his laſt will and teſtament in writing by him duly publiſhed, dated on or about the 10th day of April, which was in the year of our Lord one thouſand ſeven hundred and ſeventy-two, (after ſome pecuniary legacies and bequeſts therein given to the ſaid *A. A.* and other perſons therein named) Did give and bequeath unto the ſaid *D. A.* and his heirs for ever, All the reſt, reſidue and remainder of his the ſaid teſtator's eſtate, both real and perſonal, And all his freehold houſes, meſſuages and lands, And all and ſingular his real eſtate in the city of London, or elſewhere, either in poſſeſſion or reverſion, together with all and ſingular his monies, plate, goods, debts, chattels, ſubſtance and eſtate whatſoever, and did conſtitute and appoint the ſaid *D. A.* ſole heir and executor of his ſaid laſt will and teſtament, and none other; Which ſaid will hath been ſince duly proved by the ſaid *D. A.* in the Prerogative Court of Canterbury, as in and by the ſame will and probate thereof, relation being thereunto had, may more fully appear. And whereas the ſaid *A. A.* is well ſatisfied with the ſaid will, and that the ſame was according to the real mind and intention of the ſaid *B. A.* and that he was of ſound mind, memory and underſtanding at the time of his making thereof, and that he did duly ſign, ſeal and publiſh the ſame, as the law in ſuch caſes requires; and therefore to prevent any charge, trouble or expence to the ſaid *D. A.* in proving the ſaid will in a Court of Equity, for the perpetuating the teſtimony of the witneſſes thereto, ſhe the ſaid *A. A.* at the requeſt of the ſaid *D. A.* hath conſented and agreed, and is very ready, willing and deſirous to ratify, confirm and eſtabliſh the ſaid will. Now this Indenture witneſſeth, That in conſideration of the premiſes, and for divers other good cauſes and conſiderations her the ſaid *A. A.* thereunto moving, ſhe the ſaid *A. A.* hath ratified, confirmed and eſtabliſhed, And by theſe preſents Doth ratify, confirm and eſtabliſh the ſaid laſt recited will and teſtament of the ſaid *B. A.* and all and every the gifts, bequeſts, matters and things therein contained. And this Indenture further witneſſeth, That for the conſiderations aforeſaid, and for the further and better ratifying and confirming the ſame will, as to the ſaid gift and bequeſt therein contained of the real eſtate of the ſaid *B. A.* unto the ſaid *D. A.* and his heirs as aforeſaid, and for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain, to the ſaid *A. A.* in hand paid by the ſaid *D. A.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) She the ſaid *A. A.* hath granted, bargained, ſold and confirmed, And by theſe preſents Doth grant, bargain, ſell and confirm unto the ſaid *D. A.* his heirs and aſſigns, All the ſaid freehold houſes, meſſuages, lands and real eſtate, late of the ſaid *B. A.* in the city of London or elſewhere; And all other the meſſuages or tenements, lands, hereditaments and real eſtate whatſoever, late of him the ſaid *B. A.* which in and by his ſaid recited will were given and bequeathed, or mentioned or intended to be given and bequeathed unto the ſaid *D. A.* and his heirs as aforeſaid, with their and every of their appurtenances; And the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof, And alſo all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of her the ſaid *A. A.* of, in, to or out of the ſame meſſuages or tenements, lands, hereditaments and premiſes, every or any part thereof; To have and to hold the ſaid meſſuages or tenements, lands, hereditaments, and all and ſingular other the premiſes, with the appurtenances, unto the ſaid *D. A.* his heirs and aſſigns for ever, to and for the only proper uſe and behoof of the ſaid *D. A.* and of his heirs and aſſigns for ever. And the ſaid *A. A.* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *D. A.* his heirs and aſſigns, that ſhe the ſaid *A. A.* and her heirs, and all and every other perſon and perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any eſtate, right, title, truſt or intereſt of, in, to or out of the ſaid meſſuages or tenements, lands, hereditaments and premiſes, ar any part thereof, from, by or under, or in truſt for her or them, ſhall and will at any time or times hereafter, upon every reaſonable requeſt, and at the coſt and charges of the ſaid *D. A.* his heirs or aſſigns, make, do, acknowledge and execute, or cauſe to be made, done, acknowledged and executed, all ſuch further and other acts, deeds, conveyances and aſſurances in the law, as well for the further ratifying, confirming and eſtabliſhing of the ſaid recited will, as alſo for the further and better granting, conveying and aſſuring of the ſaid meſſuages or tenements, lands, hereditaments and premiſes, with the appurtenances, unto and to the uſe of the ſaid *D. A.* his heirs and aſſigns for ever, as by the ſaid *D. A.* his heirs or aſſigns, or his or their counſel, ſhall be reaſonably adviſed or deviſed and required; Provided always, and

The parties.

Recital of the will of the grand-father,

which will has been proved.

Recital that grantrix is ſatisfied with the will.

She conſents to confirm it.

The confirmation,

and for better confirming the will as to the real eſtate.

The grantrix bargains, ſells and confirms the ſame to the deviſee in fee. The deſcription.

General words.

Habendum to him in fee.

She covenants to make further aſſurances.

This deed not to extend to

releaſe the legacy given to the grantrix.

and it is hereby agreed between the ſaid parties hereto, that theſe preſents, or any thing herein contained, ſhall not extend or be conſtrued to extend to releaſe or diſcharge the legacy or ſum or ſums of money given and bequeathed to the ſaid *A. A.* in and by the ſaid recited will, or any part thereof. **In Witneſs**, &c.

*(Horſeman.)*

## *Confirmation of Indentures of Leaſe and Releaſe, made by way of Mortgage for ſecuring the Payment of a Sum of Money.*

Recital of the indentures of leaſe and releaſe.

**THIS Indenture**, made, *&c.* **Between** *J. P.* of, *&c.* Woollen-Draper, on the one part, and *H. F.* Citizen and Vintner of London, and *J. J.* of London, Hoſier, on the other part: **Whereas** by indentures of leaſe and releaſe, bearing date on or about the twenty-ſecond and twenty-third days of, *&c.* made or mentioned to be made, between *C. E.* of, *&c.* Woollen-Draper, only ſon and heir of *W. E.* late of, *&c.* Yeoman, deceaſed, and *M.* his wife, alſo deceaſed, on the one part, and the ſaid *J. P.* on the other part, (reciting as therein is recited) the ſaid *C. E.* for the better ſecuring the payment of the ſum of, *&c.* then due and owing from him to the ſaid *J. P.* on bond, bearing date, *&c.* and the intereſt then due, and which ſhould thereafter grow due for the ſame, and alſo in conſideration of five ſhillings to him in hand paid by the ſaid *J. P.* did bargain, ſell, releaſe and confirm unto the ſaid *J. P.* **All that** one meſſuage or tenement formerly in the tenure or occupation of *W. P.* afterwards of *N. E.* or his aſſigns, ſituate lying and being, *&c.* and one barn, one ſtable, *&c.* containing all together by eſtimation, more or leſs, to the ſaid meſſuage or tenement belonging or appertaining, or to or with the ſame uſed or enjoyed, ſituate, lying and being at, *&c.* aforeſaid. **And alſo** all that one other meſſuage or tenement formerly erected by the ſaid *W. E.* wherein one, *&c.* dwelt, and one barn, one ſtable, *&c.* to the ſaid meſſuage or tenement belonging or appertaining, called, *&c.* all which ſaid laſt mentioned meſſuage or tenement and premiſes are ſituate, lying and being at, *&c.* and were formerly in the tenure or occupation of, *&c.* **And alſo** the reverſion in fee, expectant from and after the death of *E. J.* widow, formerly the wife of, *&c.* and all other reverſion and reverſions, remainder and remainders whatſoever, of and in all that meſſuage or tenement, with the barns, ſtables, buildings, yards, gardens, orchards and appurtenances, commonly called, *&c.* or by what other name or names ſoever the ſame is known or called. **And alſo** the reverſions in fee, expectant from and after the death of the ſaid *E. J.* and all other reverſion and reverſions, remainder and remainders whatſoever, of and in all that croft or piece of ground, with the appurtenances, commonly called, *&c.* being planted with fruit trees, containing by eſtimation, *&c.* (more or leſs) which ſaid laſt mentioned meſſuage, land and premiſes are ſituate and being in, *&c.* late in the occupation of, *&c.* **Together** with all ways, eaſements, woods, underwoods, timber-trees, commons, common of paſture, profits, liberties, advantages, hereditaments and appurtenances whatſoever, to the ſaid ſeveral meſſuages and tenements, lands, hereditaments and premiſes before mentioned, and to every or any of them belonging or in any wiſe appertaining, or to or with the ſame had, reputed, uſed, occupied or enjoyed, as part, parcel or member thereof. **To have and to hold** all and ſingular the premiſes to the ſaid *J. P.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *J. P.* his heirs and aſſigns for ever, **Under** a proviſo nevertheleſs, to be void on the payment of the ſaid ſum of, *&c.* due on the ſaid bond, and the intereſt then due, and which ſhall grow due on the ſame, on the twenty-third day of January, then next following, as by the ſaid indentures of leaſe and releaſe, relation being thereunto had, may more fully appear; which money was not paid according to the ſaid proviſo, or at any time ſince, whereby the eſtate of the ſaid *J. P.* of and in the ſaid premiſes became abſolute in the law, ſubject nevertheleſs in equity to be redeemed on payment of the ſaid principal money and intereſt. **Now this Indenture witneſſeth**, That the ſaid *J. P.* for and in conſideration of five ſhillings of lawful money of Great-Britain, to him in hand paid by the ſaid *H. F.* and *J. J.* at or before ſealing and delivery of theſe preſents, (the receipt whereof he doth hereby acknowledge,) and for other good cauſes and conſiderations him hereunto moving, **hath** bargained, ſold, releaſed and confirmed, and by theſe preſents doth bargain, ſell, releaſe, and confirm unto the ſaid *H. F.* and *J. J.* (in their actual poſſeſſion now being by virtue of a bargain and ſale thereof to them made by the ſaid *J. P.* by indenture bearing date the day of the date of theſe preſents, for the term of one year commencing the day next before the day of the date of the ſame indenture, in conſideration of five ſhillings to him paid by the ſaid *H. F.* and *J. J.* and by virtue of the ſtatute for transferring uſes into poſſeſſion) and to their heirs and aſſigns, **All and ſingular** the ſaid meſſuages, lands, tenements, hereditaments and premiſes, with the appurtenances herein above mentioned, and all other the meſſuages, lands, tenements and hereditaments, in or by the ſaid recited indentures of leaſe and releaſe, bargained, ſold, releaſed and confirmed, or meant, mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their rights, members and appurtenances, **And alſo** all the eſtate, right, title, intereſt, uſe, truſt, property, profit, benefit, claim and demand whatſoever, of him the ſaid *J. P.* of, in or out of the ſame premiſes, every or any part or parcel thereof, in any wiſe howſoever: **To have and to hold** the ſaid meſſuages, lands, tenements and hereditaments, and all and ſingular other the premiſes herein before mentioned, or intended to be hereby releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *H. F.* and *J. J.* their heirs and aſſigns, **To the Uſe and Behoof** of the ſaid *H. F.* and *J. J.* their heirs and aſſigns for ever. **In Truſt** nevertheleſs, and to and for the only proper uſe, benefit and behoof of the ſaid *J. P.* his heirs and aſſigns, and to the intent that the ſaid hereby releaſed premiſes, with their appurtenances, ſhall be conveyed and diſpoſed of from time to time, as he or they ſhall direct or appoint, **And** to and for none other uſe, intent or purpoſe whatſoever. **In Witneſs**, &c

Premiſes.

And alſo ſeveral reverſions in fee.

General words.

Habendum in fee, under condition to be void on payment of a ſum of money, which not being paid, the eſtate became abſolute.

Covenant of releaſe and confirmation.

Habendum in fee.

In Truſt for the releaſors, to the intent the premiſes may be diſpoſed of, &c.

*A Confir-*

*A Confirmation in conſequence of Deeds being loſt.*

THIS Indenture, &c. Between *A.* of, &c. brother and heir of *B.* of, &c. and alſo eldeſt ſon and heir of *C.* late of, &c. of the one part, and *D.* of, &c. of the other part: Whereas the ſaid *B.* died inteſtate, legally ſeiſed in fee-ſimple to him and his heirs of and in *All* that meſſuage, &c. ſituate, &c. And whereas ſoon after the death of him the ſaid *B.* he the ſaid *A.* by his indentures of deed of releaſe, bearing, &c. did, for the good and valuable conſiderations therein mentioned, grant, releaſe and confirm unto his ſaid father *C.* and his heirs for ever, the ſaid meſſuage or tenement, and the ſaid premiſes, together with all his right and title to the ſame, and every part and parcel thereof: And whereas afterwards the ſaid *C.* the father, did by indenture of leaſe and releaſe, bearing date, &c. for the good and valuable conſiderations therein mentioned, grant, bargain, ſell, releaſe and convey the ſaid premiſes with the appurtenances, unto the ſaid *D.* and his heirs for ever: And whereas the ſaid indentures of leaſe and releaſe, dated, &c. 1770, made from him the ſaid *C.* to the ſaid *D.* of the aforeſaid premiſes, are loſt or miſlaid: Now this Indenture witneſſeth, that for the better confirming of the title of the ſaid *D.* his heirs and aſſigns, to the aforeſaid meſſuage, &c. ſo conveyed to him by the ſaid *C.* the father, and for and in conſideration of the money paid for the purchaſe of the ſaid premiſes by him the ſaid *D.* to the ſaid *C.* in manner as expreſſed in the ſaid indenture of releaſe, dated, &c. 1770, now loſt or miſlaid, and alſo for and in conſideration of the ſum of five ſhillings, of, &c. to him the ſaid *A.* in hand paid by the ſaid *D.* at or, &c. the receipt, &c. and for divers, &c. He the ſaid *C.* hath granted, bargained, ſold, aliened, releaſed, ratified, quit-claimed, and for ever confirmed, And by theſe preſents for himſelf, his heirs and aſſigns, Doth grant, &c. in his actual poſſeſſion, &c. *All* that the ſaid meſſuage, &c. and all and ſingular other the hereditaments and premiſes, which in and by the ſaid indentures of leaſe and releaſe of the —— and —— days of ——— 1770, were granted, releaſed, and conveyed unto and to the uſe of the ſaid *D.* his heirs and aſſigns, by him the ſaid *C.* the deceaſed father of him the ſaid *A.* as aforeſaid, with their and every of their appurtenances, and all ways, waters, &c. and the reverſion, &c. and all the eſtate, &c. of *A.* his heirs or aſſigns of, in, to or out of the ſaid hereby granted and releaſed hereditaments and premiſes, and every part and parcel thereof; To have and to hold the ſaid meſſuage, &c. to and to the uſe of the ſaid *D.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. And the ſaid *A.* doth hereby covenant, promiſe and grant, to and with the ſaid *D.* and his heirs, that (for and notwithſtanding any act, matter or thing whatſoever by him covenanted, done or ſuffered to the contrary) the ſaid eſtate, and every part and parcel thereof, is now, and for all time hereafter ſhall be and ſtand free and clear, and freely and clearly acquitted and diſcharged of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, wills, debts, ſtatutes, recognizances, judgments, extents, executions, and all former and other eſtates, titles, troubles, charges, burthens and incumbrances whatſoever, had, made or done, or to be had, made or done by him the ſaid *A.* or any other perſon or perſons lawfully claiming or to claim by, from or under him: And further, that he the ſaid *A.* and his heirs, and all and every other perſon or perſons claiming or to claim from, by or under him, the ſaid *A.* ſhall and will from time to time, during the ſpace of ten years next enſuing the date hereof, upon the requeſt, and at the coſt and charges in the law of the ſaid *D.* his heirs and aſſigns, make, do, levy and execute, or cauſe and procure to be made, &c. all and every ſuch further act and acts, conveyances and aſſurances in the law whatſoever, for the further, better, and more perfect conveying and aſſuring of the ſaid eſtate and premiſes herein before mentioned to be hereby granted, unto and to the uſe of the ſaid *D.* his heirs and aſſigns for ever, be it by fine or fines, deed or deeds inrolled or not inrolled, or otherwiſe howſoever, As by, &c. In Witneſs, &c.

*(Wood.)*

*Confirmation of an Advowſon, purſuant to a Covenant for further Aſſurance in the Conveyance.*

THIS Indenture, made, &c. Between *J. F.* of, &c. Gentleman, ſon and heir of *J. F.* late of, &c. deceaſed, of the one part, and *P. D.* of, &c. of the other part. Whereas the ſaid *J. F.* being ſeiſed of and in all that capital meſſuage, &c. to which capital meſſuage and premiſes the advowſon, donation, right of patronage and free diſpoſition of the rectory or church of C. is reputed to belong and appertain: And whereas the ſaid *P. D.* did for the ſum of, &c. contract and agree to purchaſe of and from the ſaid *J. F.* the ſaid capital meſſuage, and all his lands, &c. in, &c. And whereas by indentures of leaſe and releaſe, bearing date, &c. In which ſaid indenture is contained a covenant from the ſaid *J. F.* for further aſſurance, as by the ſaid indenture may appear: And whereas the ſaid advowſon, if the ſaid *J. F.* is any ways intitled thereunto, is either in groſs or appendant, and is not named in the ſaid conveyance, and can only paſs by the general words therein contained, which may occaſion ſeveral ſuits, diſputes and controverſies, for prevention whereof the ſaid *J. F.* hath agreed to grant, releaſe and convey to the ſaid *P. D.* and his heirs, all ſuch eſtate, right, title and intereſt, as he hath in and to the ſaid advowſon: Now this Indenture witneſſeth, that the ſaid *J. F.* as well in performance of the ſaid agreement, and in part of performance of the ſaid covenant for further aſſurance, and for and in conſideration of the ſum of ten ſhillings, of, &c. to him the ſaid *J. F.* in hand paid by the ſaid *P. D.* at, &c. the receipt, &c. and for divers, &c. he the ſaid *J. F.* Hath granted, bargained, ſold, releaſed, ratified and confirmed, and by theſe preſents Doth fully, clearly and abſolutely grant, &c. unto the ſaid *P. D.* his heirs and aſſigns, All that the advowſon, donation, free diſpoſition and right of patronage and preſentation of, in and to the rectory, church or parſonage of C. with its appurtenances in the ſaid county of S. and all other advowſons, donations, free diſpoſitions and rights of patronage and preſentation of the ſaid *J. F.* to any church or vicarage in the ſaid county of S. and the reverſion, &c. and all the eſtate, &c. of the ſaid *J. F.* and his heirs, in and to the ſame: To have and to hold the ſaid advowſon, donation, free diſpoſition, right of patronage and preſentation and premiſes, unto the ſaid *P. D.* his heirs and aſſigns, To the only Uſe and behoof of the ſaid *P. D.* his heirs,

Recitals.

Confirmation.

Habendum.

Uſe.

heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever, or otherwise howsoever. *(Covenant that* J. F. *has not done any act to incumber the advowson,* vide Tit. **Covenants.)** In Witness, &c.

*Confirmation of purchased Premises by the Vendors to the Heir at Law of the Purchaser, whereby a Fine is covenanted to be levied, pursuant to a Covenant in the Purchase Deed.*

Recital of a lease and release to R. S. now deceased.

Covenant therein to levy a fine to the use of the said R. S.

Which fine is not yet levied. Now in consideration of the money paid to R. S. deceased, and of 10*s.* now by his heir, and of the said covenant for further assurance.

**This Indenture**, made, &c. **Between** *W. W.* of, &c. and *E.* his wife, of the one part, and *A. S.* of, &c. (surviving brother and heir, and also devisee and executor, named in the last will and testament of his brother, *R. S.* late of, &c.) of the other part. **Whereas** by indentures of lease and release, bearing date, &c. and made, &c. *Between* the said *W. W.* and *E.* his wife, of the one part, and the said *R. S.* of the other part; for the consideration of two hundred pounds of lawful money in the said indenture of release mentioned, and which was accordingly well and truly paid by the said *R. S.* to the said *W. W.* and *E.* his wife, they the said *W. W.* and *E.* his wife, *Did* grant, bargain, sell, release and confirm unto and to the use of the said *R. S.* and his heirs, *The* messuage, &c. therein mentioned, and which are herein after intended to be granted, released, confirmed and conveyed; *And* by the said indenture of release, the said *W. W.* (amongst other things) *Did* covenant to and with the said *R. S.* and his heirs, that he the said *W. W.* and *E.* his wife, before the end of M. term then next, would levy a fine *sur Conusance*, &c. of the said messuage, &c. unto the said *R. S.* *The use* of which said fine is thereby declared to be to the use of the said *R. S.* his heirs and assigns for ever, as in and by, &c. **And whereas** the said fine so covenanted to be levied as aforesaid, has not as yet been levied pursuant to the afore-mentioned covenant for that purpose. **Now this Indenture witnesseth**, That in consideration of the said sum of two hundred pounds, so paid by the said *R. S.* to the said *W. W.* and *E.* his wife, as aforesaid, **And also** for and in consideration of the sum of ten shillings of lawful money to the said *W. W.* and *E.* his wife, now in hand paid by the said *A. S.* at, &c. the receipt of which said several sums of two hundred pounds, and ten shillings, they the said *W. W.* and *E.* his wife, do hereby respectively acknowledge, **And** also in pursuance of a covenant for further assurance in the said recited indenture of release contained, and for other good, &c. they the said *W. W.* and *E.* his wife, **have**, and each of them **hath** granted, aliened, remised, released and confirmed, **And** by, &c. unto the said *A. S.* and his heirs, (in his actual possession and seisin now being by virtue of the before in part mentioned indenture of lease or bargain and sale,) **All** that the said messuage, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of the said premises; and also all the estate, &c. either at law or in equity, of the said *W. W.* and *E.* his wife, or of either of them, of, into or out of the said messuage, &c. **To have and to hold** the said messuage, &c. herein before mentioned and intended to be hereby granted and confirmed, with their and every of their appurtenances, unto the said *A. S.* his heirs and assigns, **To the only Use** and behoof of the said *A. S.* his heirs and assigns for ever. **And this Indenture further witnesseth**, That for the considerations aforesaid, and also to the intent to bar, dock, and cut off all estates tail, reversions, remainders, dower and thirds, and particularly the dower and thirds of her the said *E.* the wife of the said *W. W.* of and in the said hereby granted and released hereditaments and premises, and for the more perfect and absolute conveying of the same premises, unto and to the use of the said *A. S.* his heirs and assigns; **He** the said *W. W.* for himself and his heirs, and for the said *E.* his wife, and her heirs, **Doth** covenant *(to levy the fine to the use of* A. S. *his heirs and assigns for ever. See release to levy a Fine, and* Title **Covenants.)**

*Confirmation from a Person on attaining his Age of Twenty-one Years, who was made a Party to a Conveyance before he was of Age.*

*To be indorsed on the Conveyance.*

**Memorandum.** That the within named *C. D.* was not of age at the time of making the within written indenture, but hath now attained his full age of twenty one years; and did on this —— day of, &c. seal and deliver this present indenture, in the presence of us.

*The Deed of Confirmation:*

Recital.

Confirmation.

**This Indenture**, made, &c. **Between** *C. D.* of, &c. (eldest son and heir of *K. D.* deceased, who was one of the daughters and coheirs of *M. M.* late of, &c. widow and relict of *T. M.* heretofore, &c. Gentleman, deceased,) of the one part, and *E. W.* of, &c. of the other part. **Whereas** by indentures of lease and release, the lease bearing date the day next before the release, and the release bearing date on or about, &c. and made between the said *M. M.* and *M. R. R. M. J. M.* and *H.* his wife, *M. M. D. M.* and the said *C. D.* by such several additions as are therein expressed, of the one part, and the said *E. W.* of the other part, for the consideration of five hundred pounds, in the said indenture of release mentioned to be paid by the said *E. W.* in manner as therein expressed, the several messuages or tenements therein mentioned, and herein after intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said *E. W.* his heirs and assigns for ever, *As* by the said indenture of lease and release, relation, &c. **And whereas** the said *C. D.* at the time of the date and making the said in part recited indentures of lease and release, was not then of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day —— before the execution of these presents, duly sealed and delivered the said recited indentures of lease and release: **Now this Indenture witnesseth**, that as well in performance of a covenant for further assurance in the said indenture of release contained, as also

alſo for and in conſideration of the ſum of ——— of, &c. to him the ſaid *C. D.* in hand well and truly paid by the ſaid *E. W.* at, &c. being his full part and ſhare of and in the before mentioned ſum of five hundred pounds agreed to be paid for the purchaſe of the ſaid meſſuages, tenements and hereditaments, the receipt of which ſum of ——— he the ſaid *C. D.* doth hereby acknowledge, and thereof, &c. he the ſaid *C. D.* **Hath**, and by theſe preſents **Doth** abſolutely remiſe, releaſe, alien, and for ever quit-claim and confirm unto the ſaid *E. W.* and his heirs, (in his actual and peaceable poſſeſſion now being by virtue of the before mentioned indenture of leaſe, and to his heirs) **All**, &c. **To have and to hold** unto and to the uſe of the ſaid *C. D.* his heirs and aſſigns for ever. (*A covenant that he has done no act to incumber, except*, &c. *and for further aſſurance*, &c.) **In Witneſs**, &c.

Habendum.

## *A Confirmation of a Jointure by Indorſement on a Deed of Appointment thereof.*

**To all to whom** theſe preſents ſhall come, *A. A.* Eſquire, party to the within written indenture, ſendeth greeting. **Whereas** the marriage within mentioned to be intended between the ſaid *A. A.* and the within named *B. B.* hath ſince taken effect and been ſolemnized. **Now know ye**, that in conſideration of ſuch marriage, and of the marriage portion within mentioned, and for the better and more effectual eſtabliſhing, making good and confirming the within written indenture, and the jointure, ſettlement, limitation and appointment thereby made, **he** the ſaid *A. A.* purſuant to, and by force and virtue of the within recited power and authority to him given for making ſuch jointure or ſettlement, and of all and every other power and powers, authority and authorities to him in that behalf given, or in any ways enabling thereunto, and in purſuance of the covenant for further aſſurance within contained, **hath** granted, ſettled, conveyed, directed, limited, appointed and confirmed, **And** by theſe preſents **Doth** grant, ſettle, convey, direct, limit, appoint and confirm unto and upon the ſaid *B.* his now wife, **All and every** the manors, meſſuages, lands, tenements and hereditaments within granted, ſettled, limited and appointed, or mentioned or intended ſo to be, with their and every of their rights, members and appurtenances; **And alſo** all yearly and other rents, iſſues and profits of the ſame manors, meſſuages, lands, tenements, hereditaments and premiſes, and of every of them, and of every part and parcel thereof, ſubject to ſuch deductions as are within in that behalf mentioned; **To have and to hold** the ſaid manors, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſes hereby, or mentioned or intended to be hereby granted, ſettled, limited, appointed and confirmed as aforeſaid, with their and every of their appurtenances (ſubject as aforeſaid) **Unto**, and to the uſe of the ſaid *B.* the now wife of him the ſaid *A. A.* and her aſſigns, for and during the term of her natural life for her jointure, to commence in poſſeſſion from and immediately after the deceaſe of him the ſaid *A. A.* her huſband, (in caſe ſhe ſurvive him) and to be in lieu, bar and ſatisfaction of her dower and thirds at common law as is within mentioned. **In Witneſs**, &c.

A recital that the marriage hath taken effect.
The condition.
The confirmation.
Premiſes.
Habendum.
in bar of dower.

(*Horſeman.*)

## *Confirmation of a Will of Freehold and Copyhold Lands, and Appointments of Uſes*, &c. *purſuant thereto.*

**This Indenture**, &c. **Between** *F. B.* of, &c. of the one part, and *G. H.* of, &c. *J. W.* of, &c. and *E. W.* of, &c. of the other part. **Whereas** the ſaid *F. B.* by his laſt will and teſtament duly executed, bearing date, &c. *Did* thereby (among other things) deviſe all and ſingular the freehold and copyhold meſſuages, lands and hereditaments therein and herein after mentioned, to the ſaid *G. H. J. W.* and *E. W.* and their heirs, upon the truſt, and to and for the ſeveral uſes, intents and purpoſes therein and herein after particularly mentioned: **Now this Indenture witneſſeth**, that for the further and better corroborating, ſtrengthening and confirming of the ſaid hereditaments and premiſes herein after mentioned, to and for the ſeveral uſes, intents and purpoſes in the ſaid will expreſſed, and herein after alſo mentioned, and for and in conſideration of the ſum of five ſhillings, of lawful money to the ſaid *F. B.* in hand, &c. at, &c. the receipt, &c. for divers good cauſes and valuable conſiderations him thereunto eſpecially moving, he the ſaid *F. B.* **hath**, and by theſe preſents **Doth** grant, releaſe and confirm unto the ſaid *G. H. J. W.* and *E. W.* (in their actual poſſeſſion, &c.) and to their heirs, **All thoſe**, &c. **To have and to hold** the ſame meſſuages, &c. and other the herein before mentioned and intended to be hereby granted and releaſed freehold hereditaments and premiſes, with their and every of their appurtenances, unto and to the uſe of the ſaid *G. H. J. W.* and *E. W.* their heirs and aſſigns; **Nevertheleſs** upon the ſeveral uſes, truſts, intents and purpoſes herein after mentioned and expreſſed of and concerning the ſame, *viz.* From and immediately after the death of the ſaid *F. B.* **In Truſt** that they the truſtees, the ſaid *G. H. J. W.* and *E. W.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall pay the clear yearly rents, iſſues and profits of all and ſingular the ſame premiſes, for and towards the ſchooling, education and maintenance, or elſe to and for the placing out, advancement, and only uſe and benefit of *J. W.* junior, (ſon of the ſaid *J. W.* and of *R.* his wife) until his age of twenty-one years; **And** from and immediately after ſuch his age of twenty-one years, then **In Truſt**, and to and for the only uſe and benefit of the ſaid *J. W.* junior, his heirs and aſſigns for ever: **But** if and in caſe the ſaid *J. W.* junior, ſhall happen to die, &c. or in caſe of ſuch iſſue, and they ſhall all die before their age of twenty-one without iſſue, then, &c. **And this Indenture further witneſſeth**, That for the conſiderations aforeſaid, he the ſaid *F. B.* **hath**, and by theſe preſents **Doth** give, grant, limit and appoint unto them the ſaid *G. H. J. W.* ſenior, and *E. W.* and their heirs, **All** that decreed copyhold capital meſſuage or tenement, ſituate, &c. aforeſaid, with its appurtenances, as the ſame is now in the poſſeſſion of the ſaid *F. B.* and alſo as to ſuch part and parts of all thoſe ſeveral meſſuages, farms, cottages, lands, tenements and hereditaments, ſituate, &c. and the reverſion, &c. **To have and to hold** all and ſingular the ſame copyhold, hereditaments and premiſes, with their and every of their appurtenances, unto and to the uſe of the ſaid *G. H. J. W.* ſenior, and *E. W.* and their heirs; **Nevertheleſs** to and for the ſeveral uſes, &c. *viz.* From and immediately after the death of the ſaid *F. B.*

Recital of the will.
Confirmation of freehold premiſes.
Habendum.
Upon truſt,
to pay the rents towards a ſon's education, &c. till of age, then to him, and his heirs and aſſigns.
Grant of copyhold premiſes.

(Subject

(Subject nevertheleſs to ſuch eſtates for life as in and by the ſaid will are given and limited) then as to the ſaid capital meſſuage, &c. In Truſt, &c. And whereas the ſum of two thouſand pounds in the ſaid will mentioned to have been ſecured by a mortgage from *N. M.* to the ſaid *F. B.* has been lately paid in to the ſaid *F. B.* and he the ſaid *F. B.* hath with moſt part thereof, in his own name, purchaſed South-Sea ſtock therewith: And whereas the ſaid *F. B.* is now intitled to and poſſeſſed of (in the whole) the ſum of two thouſand pounds ſtock, which has been by him agreed ſhall be veſted and ſettled to the ſame uſes as the ſaid ſum of two thouſand pounds was and is by the ſaid will veſted and ſettled: Now this Indenture further witneſſeth, That for the conſiderations aforeſaid, he the ſaid *F. B.* hath, and by theſe preſents Doth give, aſſign, limit and appoint unto them the ſaid, &c. their, &c. the ſaid two thouſand pounds ſtock, and all the intereſt, dividends, and other profits and produce to ariſe or be had or made thereof, and every part thereof; To have, hold and enjoy the ſame two thouſand pounds ſtock, and all and ſingular the ſaid laſt mentioned premiſes, unto and to the uſe of the ſaid *G. H. J. W.* and *E. W.* their executors, adminiſtrators and aſſigns, from and immediately after the death of the ſaid *F. B.* to, for and upon the like ſeveral truſts, uſes, intents and purpoſes, as the ſaid ſum of two thouſand pounds, ſecured by the ſaid mortgage, was and is by ſaid will veſted and ſettled, or as near thereto as can or may be: And the ſaid *F. B.* Doth hereby declare, that the ſaid two thouſand pounds, South-Sea ſtock, ſo hereby veſted and ſettled as aforeſaid, ſhall be in lieu and in full ſatisfaction of the ſaid ſum of two thouſand pounds, mortgage monies, and intended by the ſaid will to be veſted and ſettled as aforeſaid: And this Indenture further witneſſeth, That the ſaid *F. B.* hath, and by theſe preſent Doth abſolutely eſtabliſh, ratify and confirm all and ſingular other the uſes, contingent remainders and truſts thereof, and all other the truſts, gifts, bequeſts, legacies, directions, appointments and proviſoes in and by the ſaid will, and a codicil thereunto annexed, mentioned to be deviſed, limited, expreſſed, appointed and declared, as well touching the herein before mentioned premiſes, as alſo of all other the meſſuages, tenements, lands, hereditaments, monies, goods, chattels and premiſes therein particularly mentioned, deviſed and compriſed: Provided laſtly, and it is hereby expreſly declared and agreed by and between all the parties hereto. *(Proviſo of revocation and new declaration of uſes.* See Tit. Proviſoes.) In Witneſs, &c.

Mortgage money mentioned in the will received and laid out in ſtock, &c.

Settlement thereof.

A confirmation of the uſes, &c. in the will.

*(Wood.)*

*Deed of Confirmation to the Aſſignees of an Annuity, granted by an Anceſtor to the Aſſignor for his Life, and a Grant of an Annuity of the like Sum to the ſaid Aſſignee for his Life, chargeable on the ſame Lands, and to commence at the Death of the ſaid* Ceſtui que Vie.

THIS Indenture, made, &c. Between the Right Honourable *W.* Lord C. of ——— of the one part, and *T. C.* of ———, Eſquire, of the other part. Whereas, &c. [Recital of an indenture *tripartite*, dated 14th December, 1695. (reciting a releaſe from *W.* Earl of C. to Sir *J. B.* Sir *J. B.* and *T. W.* of the premiſes *(inter alia)* to the uſe of himſelf for life, with power for him to make leaſes or grant annuities,) whereby the ſaid Earl by virtue of the ſaid power granted unto *J. C. R. C. C. C. A. C. H. C.* and *C. C.* ſeveral annuities of one hundred pounds a-piece, to have, &c. from the deceaſe of the ſaid Earl during their reſpective lives, with clauſe of diſtreſs, &c. and an indenture (reciting the before mentioned indenture, and that the ſaid Earl died without revoking the ſaid annuity, and that the ſaid *T. C.* had agreed to purchaſe *C. C.*'s annuity, whereby *C. C.* granted, &c. his annuity to *T. C.*)] And whereas the ſaid *W.* Lord C. now becomes ſeiſed in fee-ſimple, or of ſome other good and indefeaſible eſtate of inheritance, of and in the ſaid manors, &c. and the ſaid *W.* Lord C. and *T. C.* are come to an agreement together, that he the ſaid *W.* Lord C. ſhall and will ratify and confirm the ſaid annuity or rent-charge granted to the ſaid *C. C.* and by him aſſigned as aforeſaid to the ſaid *T. C.* his heirs and aſſigns, and alſo that in caſe the ſaid *T. C.* ſhall happen to ſurvive the ſaid *C. C.* he the ſaid *W.* Lord C. ſhall and will grant unto the ſaid *T. C.* one annuity or rent-charge of one hundred pounds, to be iſſuing and going out of the ſaid premiſes from and immediately after the deceaſe of the ſaid *C. C.* for and during the term of the natural life of the ſaid *T. C.* Now this Indenture witneſſeth, That as well for and in performance of the ſaid agreement on the part of the ſaid *W.* Lord C. and of divers good ſervices done by the ſaid *T. C.* to the ſaid *W.* Lord C. and alſo for and in conſideration of the ſum of ——— of, &c. to the ſaid *W.* Lord C. well and truly in hand paid by the ſaid *T. C.* at, &c. the receipt, &c. He the ſaid *W.* Lord C. hath ratified and confirmed, and by, &c. Doth ratify, &c. the ſaid annuity or rent-charge granted to the ſaid *C. C.* and by him aſſigned as aforeſaid to the ſaid *T. C.* his heirs and aſſigns, for and during the natural life of the ſaid *C. C.* And hath given and granted, and by theſe preſents Doth give and grant unto the ſaid *T. C.* and his aſſigns, one other annuity or yearly rent-charge of one hundred pounds, to be iſſuing and going out of the ſaid manor, &c. To have, hold, perceive, receive and take the ſaid annuity or rent-charge of one hundred pounds *per annum*, ſo granted as aforeſaid, immediately from and after the deceaſe of the ſaid *C. C.* for and during the natural life of the ſaid *T. C.* to be paid at the feaſt of, &c. in every year, by even and equal portions; the firſt payment thereof to be made on ſuch of the ſaid feaſt-days as ſhall next happen after the deceaſe of the ſaid *C. C.* (Covenant for *T. C.* to diſtrain on non-payment within thirty days after any of the days of payment of the annuity, granted by ſaid *W.* Lord C. that he has power to grant the ſame, and that after the death of *C. C.* he may pay the ſame.) In Witneſs, &c.

*(Wood.)*

*Releaſe*

*Releaſe and Confirmation of a Bargain and Sale for a Year, in Truſt to ſell the Premiſes for Payment of Debts, &c. with Special Covenants.*

THIS Indenture, made, *&c.* Between *C. P.* of the city of London, Linen-draper, of the one part, and *A. B. C. D.* and *E. F.* three of the creditors of the ſaid *C. P.* of the other part, Witneſſeth, That the ſaid *C. P.* for and in conſideration of ſeveral debts and ſums of money due and owing by him and *C. H.* his late copartner, to the ſaid *A. B.* and *C. D.* and *E. F.* and ſeveral other their creditors, who are parties to a certain *tripartite* indenture, bearing even date with theſe preſents, made between the ſaid *C. H.* and *C. P.* on the firſt part, the ſaid *A. B. C. D.* and *E. F.* on the ſecond part, and *W. A.* and company, and ſeveral other perſons, creditors of the ſaid *C. H.* and *C. P.* on the third part, and in conſideration of five ſhillings of lawful money of Great Britain, by them the ſaid *A. B. C. D.* and *E. F.* to him in hand paid, at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, and for divers other good cauſes and conſiderations him thereunto moving, hath bargained, granted, ſold, aliened, releaſed and confirmed, and by theſe preſents doth abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *A. B. C. D.* and *E. F.* (in their actual poſſeſſion now being, by virtue of a bargain and ſale to them thereof made for one whole year, by indenture bearing date the day next before the day of the date of theſe preſents, in conſideration of five ſhillings by them paid to the ſaid *C. P.* and by force of the ſtatute for transfering uſes into poſſeſſion,) and to their heirs and aſſigns, All that (put in the leaſe *pro anno uſque*) And the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the premiſes, and of every part and parcel thereof, And all the eſtate, right, title, intereſt, uſe, truſt, equity of redemption, property, profit, claim and demand whatſoever of him the ſaid *C. P.* of, in, to or out of the premiſes in any wiſe howſoever, and alſo all deeds, evidences and writings whatſoever, touching or concerning the premiſes, or any part thereof, now in the cuſtody or power of him the ſaid *C. P.* or of any other perſon or perſons to his uſe, or which he can or may come by without ſuit in law, All which ſaid lands and premiſes in, *&c.* and the ſaid tithes and premiſes, with the appurtenances in, *&c.* were given and deviſed to the ſaid *C. P.* and his heirs for ever, and the ſaid lands and premiſes in the ſaid county of, *&c.* were given and deviſed unto the ſaid *C. P.* for and during his own life, and the life of *W. F.* jun. and the ſurvivor of them, in and by the laſt will and teſtament of his father *C. P.* late of, *&c.* deceaſed. To have and to hold the ſaid cloſe or incloſed grounds, within the lordſhip, precincts and territories of, *&c.* with the appurtenances, and every part thereof, and all and ſingular the ſaid tithes, and all other the premiſes, ſituate and being in, *&c.* aforeſaid, with their and every of their appurtenances, lying in the ſaid county of, *&c.* unto the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, to the only proper uſe and behoof of the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns for ever. And to have and to hold the ſaid lands, tenements, hereditaments and premiſes, ſituate, lying and being in the ſaid county of, *&c.* with their appurtenances, unto the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, for and during the natural lives of the ſaid *C. P.* and *W. F.* and the life of the longer liver of them, to the only proper uſe and behoof of the ſaid *A. B. C. D.* and *E. F.* for and during the natural life of the ſaid *C. P.* and *W. F.* and the life of the longer liver of them, under the yearly rent of, *&c.* and, *&c.* payable to the Biſhop of Lincoln, of whom the ſaid lands and premiſes in the ſaid county of, *&c.* are holden, In Truſt nevertheleſs, and to the intent and purpoſe, that the ſaid *A. B. C. D.* and *E. F.* and the ſurvivors or ſurvivor of them, and the heirs of ſuch ſurvivor, ſhall, with all convenient ſpeed, ſell and diſpoſe of the ſaid meſſuages, lands, tenements, tithes and hereditaments, with their appurtenances herein before mentioned, or intended to be hereby releaſed, either together or in parcels, for the beſt rates or prices that can or may reaſonably be had or obtained for the ſame. And that out of the money ariſing by ſuch ſale, and by the rents and profits till the ſale, the ſaid truſtees ſhall, in the firſt place, pay off and ſatisfy all ſuch ſum and ſums of money as are due and owing to any perſon or perſons by way of mortgage on the ſaid releaſed premiſes, or any part thereof, together with all ſuch coſts, charges and expences as ſhall ariſe or happen by reaſon or on account of the ſaid mortgages, or touching the ſale or diſpoſition of the ſaid releaſed premiſes, and that the clear remainder of the ſaid money ſhall be paid, applied and diſpoſed of in ſuch manner, and to and for ſuch uſes, intents and purpoſes as are mentioned, expreſſed and appointed, in or by the above mentioned *tripartite* indenture, bearing even date with theſe preſents. Provided always, and it is hereby agreed and declared to be the intent and meaning of theſe preſents, and of the parties hereunto, That no perſon or perſons, who ſhall purchaſe the ſaid hereby releaſed premiſes, or any part thereof, and ſhall pay the purchaſe money, or any part thereof, to the ſaid truſtees or any of them, or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, ſhall be in any wiſe anſwerable or accountable to the creditors, parties to the ſaid *tripartite* indenture, or any of them, for what ſhall be ſo paid, although it ſhould happen that the money ſo paid, or any part thereof, ſhould not be applied and diſpoſed of by the ſaid truſtees, or any of them, according to the true intent and meaning of the ſaid *tripartite* indenture; but every ſuch purchaſer, and the premiſes by him, her or them purchaſed, ſhall be for ever freed and diſcharged from all claims and demands of the ſaid creditors, or any of them, touching ſuch purchaſe money ſo paid to the ſaid truſtees, or any of them, as aforeſaid. And the ſaid *C. P.* doth hereby for himſelf, his heirs, executors and adminiſtrators, and for every of them, covenant, promiſe, grant and agree, to and with the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, and each and every of them, in manner following, (that is to ſay) That he the ſaid *C. P.* for and notwithſtanding any act, matter or thing by him the ſaid *C. P.* or by any other perſon or perſons, by or with his privity, knowledge, conſent or procurement, made, done, committed, or wittingly or willingly ſuffered to the contrary, (except as herein after is excepted) now hath in himſelf good right, full power, and lawful and abſolute authority to releaſe, aſſure and convey all and ſingular the ſaid hereby releaſed premiſes, with their appurtenances, and every part thereof, unto the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, in manner and form aforeſaid. And that the ſaid hereby releaſed premiſes, and every part thereof, now are, and ſo from time to time, and at all times hereafter, ſhall remain, continue and be unto the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns as aforeſaid, free and clear, and freely and clearly exonerated, diſcharged and ſaved harmleſs, of and from all and all manner of former and other gifts, grants, bargains, ſales, uſes, leaſes, mortgages, dowers, thirds, wills, entails, extents, judgments, executions, ſtatutes, recognizances, and of and from all

The conſiderations.

Covenant of releaſe and confirmation.

The premiſes.

Habendum of part of the premiſes in fee-ſimple.

Habendum of other part for life.

In truſt that the releſſees ſhall ſell the premiſes,

and pay off the mortgages,

and diſpoſe of the remainder as directed in another deed. Proviſo to indemnify the purchaſers.

Covenant that the releſſor hath full power to releaſe,

and that the premiſes are free from incumbrances,

all manner of eſtates, titles, troubles, charges, incumbrances, claims and demands whatſoever, had, made, levied, executed, committed, done or ſuffered by him the ſaid *C. P.* or any other perſon or perſons whatſoever, lawfully claiming or to claim, by, from or under him, or by or with his privity, knowledge, conſent or procurement, **Except** certain indentures of leaſe and releaſe by way of mortgage, bearing date on or about, *&c.* made by the ſaid *C. P.* to *T. C.* of London, widow, and the indorſement on the back of the ſaid releaſe. **And alſo** except certain other indentures of leaſe and releaſe by way of mortgage, bearing date, *&c.* made by the ſaid *C. P.* to the above named *W. A.* by the name of *W. A.* Citizen and Fiſhmonger of London. **And further,** That the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, ſhall or may from time to time, and at all times hereafter for ever, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy, all and ſingular the ſaid hereby releaſed premiſes, with their and every of their appurtenances, without any lawful let, ſuit, trouble, denial, interruption, eviction or diſturbance, of or by him the ſaid *C. P.* his heirs or aſſigns, or any other perſon or perſons whatſoever, claiming or to claim any eſtate, right, title or intereſt in or to the premiſes, or any part thereof, by, from or under him, them, or any of them. **And alſo,** That the two leaſes from the Right Reverend Father in God *Thomas*, late Lord Biſhop of, *&c.* whereby the ſaid hereby releaſed premiſes, lying in the ſaid county of, *&c.* are held, are good, valid and ſufficient leaſes in the law, and now in being, of and for all the ſaid premiſes, with their appurtenances, lying in the ſaid county of Huntingdon, for and during the natural lives of the ſaid *C. P.* and *W. F.* and the life of the longeſt liver of them, and no ways ſurrendered, merged, or otherwiſe determined, forfeited or avoided. **And laſtly,** That he the ſaid *C. P.* his heirs and aſſigns, and all and every other perſon and perſons whatſoever, lawfully having or claiming, or which may claim any eſtate, right, title or intereſt, of, in or to the ſaid hereby releaſed premiſes, or any part thereof, by, from or under him, ſhall and will, from time to time, and at all times hereafter, at the reaſonable requeſt, and at the proper coſts and charges in the law of them the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, **Do**, make, acknowledge, execute and ſuffer, or cauſe to be done, made, acknowledged, executed and ſuffered, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſuring and confirming of all and ſingular the before releaſed premiſes, with their appurtenances, and every part and parcel thereof, unto the ſaid *A. B. C. D.* and *E. F.* their heirs and aſſigns, in manner and form aforeſaid, as by the ſaid *A. B. C. D.* and *E. F.* their heirs or aſſigns, or their or any of their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required, ſo as ſuch further aſſurances contain no further or other covenants than in theſe preſents are contained, and ſo as the parties to make the ſame are not compelled or compellable to travel further than the cities of London or Weſtminſter for the doing thereof. **In Witneſs,** &c.

*(W. P. Williams.)*

except two indentures of mortgage.

Covenant for quiet enjoyment.

Covenant that the leaſes for life are valid in the law.

Covenant to make further aſſurance.

*Confirmation of a Mortgage by Leaſe and Releaſe, wherein the Parcels are more particularly deſcribed, and an Agreement as to paying and reducing the Intereſt Monies, and as to inſuring the Premiſes from Loſs by Fire.*

**THIS Indenture,** &c. **Between** *J. R.* of, *&c.* of the one part, and *W. G.* of, *&c.* of the other part. **Whereas** by indenture of leaſe and releaſe, bearing date, *&c.* the releaſe being *quadrupartite*, and made between the Right Honourable *J.* Lord S. and the Right Honourable the Lady *F.* his wife, (late *F. C.* widow) of the firſt part, *M. R.* of, *&c.* and *B. D.* of, *&c.* of the ſecond part, the ſaid *J. R.* of the third part, and the ſaid *W. G.* of the fourth part, *In conſideration* of the ſum of ſix thouſand five hundred and ſeventy-five pounds ſix ſhillings, (by the direction of the ſaid *J.* Lord S. and Lady *F.* his wife, teſtified as herein mentioned) to them the ſaid *M. R.* and *B. D.* or one of them, therein expreſſed to be, and which was accordingly paid by the ſaid *W. G.* and alſo of the further ſum of four hundred and twenty-four pounds fourteen ſhillings, therein alſo expreſſed to be, and which was alſo accordingly paid by the ſaid *W. G.* to the ſaid *J. R.* (making together the principal ſum of ſeven thouſand pounds) they the ſaid *M. R.* and *B. P.* (at the requeſt and by the direction of the ſaid *J.* Lord S. and of the Lady *F.* his wife, and of the ſaid *J. R.* teſtified as aforeſaid) *Did* bargain, ſell, releaſe and confirm, and he the ſaid *J. R. Did* grant, ſell, releaſe, ratify and confirm unto the ſaid *W. G.* and his heirs, **All that** cloſe of meadow or paſture ground, theretofore called, *&c.* and all and ſingular other the premiſes which by the ſeveral indentures of leaſe and releaſe therein recited, or any of them, were granted and releaſed, or mentioned or intended ſo to be, with their appurtenances, and the reverſion, *&c.* *To hold* the ſaid premiſes unto and to the uſe of the ſaid *W. G.* his heirs and aſſigns for ever; *in which* indenture of releaſe is contained a proviſo or agreement for redemption of the ſaid premiſes in mortgage on the ſaid *J. R.* his heirs, *&c.* payment to the ſaid *W. G.* his executors, *&c.* at the place therein mentioned, of the ſum of ſeven thouſand three hundred and fifty pounds of lawful money, in manner as follows, *viz.* The ſum of one hundred and ſeventy-five pounds, part thereof, upon the twenty-fifth day of March then and now next enſuing, and the further ſum of ſeven thouſand one hundred and ſeventy-five pounds reſidue, and in full thereof, on the twenty-ninth day of September then next following, which will be in the year, *&c.* without any deduction for taxes or otherwiſe, in ſuch manner as in the ſaid indenture of releaſe is mentioned and expreſſed, as in and by the ſaid in part recited indenture of leaſe and releaſe, relation, *&c.* **And whereas** the meſſuages or tenements and premiſes, by the ſaid recited indentures of leaſe and releaſe ſo conveyed as aforeſaid, not being therein fully and particularly deſcribed, it is hereby agreed by and between the parties to theſe preſents, that the ſame ſhall be more fully ſet out, and particulariſed or deſcribed in ſuch manner as herein after is mentioned and expreſſed; and alſo that the intereſt of the ſaid principal ſum of ſeven thouſand pounds ſo ſecured as aforeſaid, ſhall be liable and ſubject to be reduced and paid in ſuch manner as herein after is alſo mentioned and expreſſed; and alſo that he the ſaid *J. R.* ſhall inſure the ſaid mortgaged premiſes from loſs and damage by fire, in ſuch manner as herein after is likewiſe mentioned: **Now this Indenture witneſſeth,** that in purſuance and part of performance of the ſaid recited agreement, and for the better ſecuring the payment of the ſaid principal ſum of ſeven thouſand pounds with intereſt, according to the aforeſaid proviſo, **He** the ſaid *J. R.* **Hath** granted, ratified and confirmed, **And** by theſe preſents **Doth** grant, *&c.* unto the ſaid *W. G.* and his heirs, **All thoſe** pieces

Recital.

Parcels.

Confirmation.

pieces or parcels of ground, and all thoſe ſeveral meſſuages or tenements, coach-houſes, ſtables and mill, with their and every of their appurtenances, ſituate, lying and being in or near, &c. or ſome or one of them, as the ſame now are or late were in the ſeveral occupations of *A. B. C. D. E. &c. (all the tenants names)* or ſome of them, or their or ſome of their under-tenants or aſſigns, **All which** ſaid premiſes are more particularly mentioned, ſet forth and deſcribed in the ſchedule hereunder written; the annual rents whereof do amount in the whole to the yearly ſum of eight hundred and ſeventy-nine pounds, or thereabouts, and are the ſame premiſes as are and were conveyed, or intended to be conveyed, unto the ſaid *W. G.* and his heirs, by the ſaid indentures of leaſe and releaſe of the twenty-eight and twenty-ninth days of September inſtant; **To have and to hold** the ſame premiſes unto the ſaid *W. G.* and his heirs, **To the uſe** of the ſaid *W. G.* his heirs and aſſigns, **Subject** to the ſaid proviſo for redemption in the ſaid recited indenture of releaſe contained: **And this Indenture further witneſſeth**, That in further purſuance of the ſaid recited agreement, and for better ſecuring payment of the ſaid ſum of ſeven thouſand pounds, and intereſt, unto the ſaid *W. G.* his executors, &c. according to the ſaid proviſo, **He** the ſaid *J. R.* for himſelf, his heirs, &c. **Doth** hereby covenant, promiſe and agree, to and with the ſaid *W. G.* his executors, &c. in manner as follows, (that is to ſay) that he the ſaid *J. R.* ſhall and will immediately, and from time to time, and at all times hereafter during the continuance of the ſecurity ſo made to him the ſaid *W. G.* as aforeſaid, inſure and keep inſured at leaſt the ſum of ſeven thouſand pounds on the aforeſaid granted and releaſed meſſuages or tenements, hereditaments and premiſes, as to fire and damage happening thereby, either in the Hand in Hand London Fire-Office, or ſuch other public Fire-Office, as to caſualty by fire, as he the ſaid *W. G.* his executors, &c. ſhall from time to time direct or appoint; and alſo that he the ſaid *J. R.* his heirs, executors and aſſigns, at his and their charge upon the taking or renewing of all, every or any ſuch policies of aſſurance, ſhall aſſign the ſame to the ſaid *W. G.* his executors, &c. (ſubject nevertheleſs to the aforeſaid proviſo for redemption of the ſaid premiſes herein before mentioned.) **And laſtly**, it is hereby mutually agreed by and between the ſaid parties to theſe preſents, that if the ſaid *J. R.* his heirs or aſſigns, ſhall and do yearly and every year, from time to time, and for ſo long as the ſaid ſum of ſeven thouſand pounds principal money, advanced and lent by the ſaid *W. G.* or any part thereof, ſhall continue and remain due and owing to the ſaid *W. G.* his executors, &c. upon the aforeſaid mortgage or ſecurity, well and truly pay, or cauſe to be paid unto the ſaid *W. G.* his executors, &c. by equal half-yearly payments, upon every twenty-fifth day of March and twenty-ninth day of September in every year, or within ſixty days next after every of the ſaid half-yearly days of payment in the year, the yearly ſum of three hundred pounds of, &c. in lieu of the intereſt agreed to be paid for the ſaid principal ſum of ſeven thouſand pounds, then and in ſuch caſe, and not otherwiſe, he the ſaid *W. G.* his, &c. ſhall and will from time to time receive and accept of the ſame in lieu and ſatisfaction of and for the intereſt after the rate of five pounds *per cent. per annum* in the ſaid recited indenture of releaſe provided and covenanted to be paid for the ſaid principal ſum of ſeven thouſand pounds, and ſhall and will from time to time give receipts and diſcharges accordingly; any covenant, proviſo or agreement in the ſaid herein before recited indenture of releaſe contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Parcels.

Habendum.

To inſure.

I approve of this draught,

*W. Rivett.*

*Confirmation of Mortgage-Deeds by a Party who had not executed them. The Mortgagee covenants (in caſe of early Payment) to accept leſs than lawful Intereſt.*

**This Indenture**, made the fourth day of Auguſt, in the nineteenth year, &c. and in the year of our Lord, 1779, **Between** *A. A.* late of Bruton, and now of Conhall in the county of Dorſet, Eſquire, of the one part, and *E. E.* of London, Gentleman, of the other part. **Whereas** by indentures of leaſe and releaſe, bearing date reſpectively the fourteenth and fifteenth days of December, 1779, the releaſe being tripartite, and made or mentioned to be made between *F. F.* of Gobland in the county of Huntingdon, Eſquire, ſurviving executor of the laſt will and teſtament of *J. F.* late of Kirkall in the county of Leiceſter, Eſquire, deceaſed, of the firſt part, the ſaid *A. A.* of the ſecond part, and the ſaid *B. E.* of the third part, reciting, That by indentures of leaſe and releaſe, bearing date reſpectively the fourteenth and fifteenth days of November, which was in the year of our Lord, 1771, and made between the ſaid *A. A.* of the one part, and *J. F.* (ſince deceaſed) and the ſaid *F. F.* of the other part, he the ſaid *F. F.* did bargain, ſell, releaſe and confirm unto the ſaid *E. E.* and his heirs; **And** it is therein mentioned, that the ſaid *A. A.* in conſideration of the ſum of five ſhillings to him paid by the ſaid *E. E.* **Did** grant, releaſe, ratify and confirm unto the ſaid *E. E.* and his heirs, **All that** capital meſſuage, manor, chapel and demeſne lands of Conhall; and all and ſingular other the lands and hereditaments which in and by certain indentures of leaſe and releaſe therein recited, bearing date reſpectively the fourteenth and fifteenth days of November, 1775, were granted and releaſed, with their and every of their appurtenances, **Unto** and to the uſe of the ſaid *E. E.* his heirs and aſſigns for ever, **Subject** to a proviſo therein contained for redemption of the premiſes, on payment to the ſaid *E. E.* his executors, adminiſtrators or aſſigns, of the ſum of ſix thouſand three hundred pounds of lawful money of Great Britain, without any deduction or abatement, in manner following, (that is to ſay) the ſum of one hundred and fifty pounds, part thereof, on the fifteenth day of June next enſuing the date thereof, and the ſum of ſix thouſand one hundred and fifty pounds, reſidue and in full thereof, on the fifteenth day of December then and now next enſuing, and which will be in the year of our Lord 1780, as in and by the ſaid recited indentures of leaſe and releaſe of the fourteenth and fifteenth of December, 1779, amongſt divers covenants and agreements therein mentioned, on the part and behalf of the ſaid *A. A.* his heirs, executors and adminiſtrators, relation being thereunto had, may more fully appear. **And whereas** the ſaid indentures of the fourteenth and fifteenth of December, 1779, were actually executed by the ſaid *F. F.* on the day of the date of the ſame indenture of releaſe, and the ſaid ſix thouſand pounds were then really and truly paid by the ſaid *E. E.* to the ſaid *F. F.* but the ſaid *A. A.* by reaſon of his being then at Conhall aforeſaid, where he then reſided, and hath ever ſince ſo done, did not execute the ſaid indentures of leaſe and releaſe of the fourteenth and fifteenth of December, 1779, nor yet hath executed the ſame, but the ſaid *E. E.* hath executed a counterpart of the ſame indenture of releaſe. **Now this Indenture**

The parties.

Indentures of leaſe and releaſe recited,

reciting former deeds of leaſe and releaſe,

whereby the preſent firſt party was mentioned to have releaſed and confirmed to the other party.

Subject to a proviſo for redemption on payment of a certain ſum, &c.

Recital that the firſt party hereto hath not executed the mortgage-deed.

He now declares his approbation, and confirms the ſame, and releaſes the premiſes. Subject to the proviſo for redemption. Covenants to pay the money, and perform covenants, &c. The mortgagee covenants (in caſe of early payment) to accept leſs intereſt.

ture witneſſeth, That the ſaid *A. A.* doth hereby declare, that the ſaid ſix thouſand pounds were ſo paid to the ſaid *F. F.* by the ſaid *E. E.* as aforeſaid, and that the ſaid indentures of leaſe and releaſe of the fourteenth and fifteenth of December, 1779, were executed by the ſaid *F. F.* with the conſent and approbation of him the ſaid *A. A.* and he the ſaid *A. A.* doth hereby ratify and confirm the ſame indentures of leaſe and releaſe, and every grant, article, clauſe, covenant and agreement therein mentioned; and for and in conſideration of the ſaid ſum of ſix thouſand pounds ſo paid by the ſaid *E. E.* to the ſaid *F. F.* as aforeſaid, and of the ſum of five ſhillings of like lawful money to the ſaid *A. A.* in hand paid by the ſaid *E. E.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, he the ſaid *A. A.* doth hereby releaſe unto the ſaid *E. E.* (in his actual poſſeſſion now being) and his heirs, **All thoſe** the ſaid capital meſſuage, manor, chapel and demeſne lands of Conhall aforeſaid, and all and every the meſſuages, farms, lands, tenements, tithes, hereditaments, and other the premiſes, which in and by the ſaid recited indentures of leaſe and releaſe of the fourteenth and fifteenth of December, 1779, were bargained, ſold and releaſed, or mentioned or intended ſo to be, with their appurtenances, and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *A. A.* in and to the ſame, **To hold** the ſame unto and to the uſe of the ſaid *E. E.* his heirs and aſſigns for ever, but ſubject nevertheleſs to the proviſo of redemption aforeſaid, contained in the ſaid indenture of releaſe. **And the ſaid** *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *E. E.* his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *E. E.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ſix thouſand three hundred pounds, at ſuch times and place, and in ſuch manner as in the ſaid proviſo contained in the ſaid indenture of releaſe of the fifteenth of December, 1779, mentioned for payment thereof, without any deduction or abatement for taxes or otherwiſe, as aforeſaid, according to the true intent and meaning of the ſame proviſo; **And alſo** that he the ſaid *A. A.* his heirs, executors and adminiſtrators, ſhall and will well and truly obſerve, perform, and keep all and every other the covenants and agreements on his and their parts to be performed and kept, which are contained in the ſame indenture of releaſe, as fully and effectually to all intents and purpoſes whatſoever, as if he had actually ſealed the ſame indenture, or as if the ſaid covenants and agreements were herein particularly mentioned and expreſſed. **And laſtly,** the ſaid *E. E.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *A. A.* his heirs, executors and adminiſtrators, that in caſe the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and do yearly and every year, from time to time, and for ſo long time as the ſaid principal ſum of ſix thouſand pounds, or any part thereof, ſhall remain due and owing to the ſaid *E. E.* his executors, adminiſtrators or aſſigns, upon the ſaid mortgage and ſecurity of the fourteenth and fifteenth of December 1779, well and truly pay, or cauſe to be paid unto the ſaid *E. E.* his executors, adminiſtrators and aſſigns, by even and equal half-yearly payments, upon every fifteenth day of June, and fifteenth day of December in every year, or within fifty days next after every of the ſame reſpective half-yearly days of payments, the yearly ſum of two hundred and forty pounds of lawful money of Great-Britain, for the intereſt of the ſaid whole principal ſum of ſix thouſand pounds, (being after the rate of four pounds *per cent. per annum*) and ſo proportionably, and after that rate for ſo much of the ſaid ſix thouſand pounds, as ſhall then remain due or owing, then and in ſuch caſe, and not otherwiſe, he the ſaid *E. E.* his executors, adminiſtrators or aſſigns, ſhall and will from time to time receive and accept of the ſame in lieu and full ſatisfaction of and for the intereſt of the ſaid ſix thouſand pounds, after the rate of five pounds *per cent. per annum*, herein before provided and covenanted to be paid for the ſaid principal ſum of ſix thouſand pounds, and ſhall and will from time to time give receipts and diſcharges for the ſame accordingly, any covenant, proviſo or agreement herein before contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs,** &c.

*(Horſeman.)*

## *Confirmation by ſeveral Perſons come to Age, of Lands ſold during their Minority, in purſuance of a Bond for further Aſſurance.*

Recital of a conveyance of the ſixth part of meſſuages, &c. Of a bond that as ſoon as infants are of age further aſſurance to be made. Conveyance to *A. D.*

**THIS Indenture Tripartite,** made, *&c.* **Between** *J. G.* of, *&c.* and *M. G. B. G.* and *E. G.* ſpinſters, the three daughters of the ſaid *J. G.* by *S.* his wife, of the firſt part, *W. B.* of, *&c.* (eldeſt ſon and heir, and one of the executors of his late father, *W. B.* the elder, late of, *&c.* deceaſed) of the ſecond part, and *A. D.* of, *&c.* widow of the other part. **Whereas** by indentures of leaſe and releaſe, bearing date, *&c.* the releaſe being *tripartite*, and made between the ſaid *J. G.* and *S.* his wife, of the firſt part, the ſaid *W. B.* the elder, deceaſed, of the ſecond part, and *W. K.* of, *&c.* of the third part, for the ſaid conſiderations in the ſaid indenture of releaſe mentioned, and by virtue of a fine therein covenanted to be, and ſince accordingly levied, *a ſixth* part of the meſſuages, *&c.* herein after mentioned, *was conveyed* and aſſured unto and to the uſe of them the ſaid *W. B.* and *W. K.* and their heirs, *In Truſt* for him the ſaid *W. B.* the elder, his heirs and aſſigns. **And whereas** by one bond or obligation bearing date the 17th of February, 1770, he the ſaid *J. G.* together with *H. S.* as his ſurety, are and ſtand bound unto him the ſaid *W. B.* deceaſed, in the penal ſum of ſeventy-ſix pounds, *With condition* thereunder written, *Whereby* (after reciting as in the ſaid condition is recited) *it is conditioned*, that if the ſaid *J. G.* his heirs, executors, adminiſtrators or aſſigns, at his and their coſts and charges, do and ſhall, ſo ſoon as the youngeſt of his ſaid three daughters, the ſaid *M. B.* and *E.* ſhould attain her age of twenty-one years, or within one month then next after, make ſuch further aſſurance and confirmation of the ſaid premiſes unto the ſaid *W. B.* deceaſed, and *W. K.* and their heirs, in truſt for the ſame *W. B.* and his heirs, then the before mentioned obligation to be void: **And whereas** by other indentures of leaſe and releaſe, the leaſe bearing date the day next before the ſame releaſe, and that releaſe bearing date, *&c.* and both made between the ſame *W. B.* and *W. K.* of the one part, and the ſaid *A. D.* of the other part, for the conſideration in the ſame indenture of releaſe mentioned, *The ſaid ſixth part* of the ſaid meſſuages, *&c. (inter alia)* are thereby granted and conveyed unto and to the uſe of her the ſaid *A. D.* her heirs and aſſigns, as in and by, *&c.* **Now this Indenture witneſſeth,** that in purſuance and performance of the ſeveral covenants for further aſſurance in the ſaid two ſeveral before in part recited

recited indentures of releaſe contained; and alſo he the ſaid *J. G.* in full performance and diſcharge of the before in part recited bond or obligation, and alſo for and in conſideration of the ſum of ten ſhillings of, *&c.* to them the ſaid *J. G. M. G. B. G.* and *E. G.* in hand paid by the ſaid *A. D.* at, *&c.* the receipt, *&c.* they the ſaid *J. G. M. G.* and *B. G.* by the ſpecial direction and appointment of the ſaid *J. G.* and *W. B.* **have**, and each and every of them **hath** ratified and confirmed, **And** by, *&c.* **Do**, and each and every of them **doth** grant, alien, ratify, releaſe and confirm unto the ſaid *A. D.* (in her actual poſſeſſion and ſeiſin now being by virtue of the before in part recited leaſes for a year, or one of them, now being) and to her heirs, **All** that ſixth part, the whole in ſix equal parts to be divided, of and in all thoſe four ſeveral meſſuages, *&c.* together with, *&c.* now or late in the ſeveral tenures or occupations of *J. C. M. B.* and *W. H.* and ſituate, *&c.* together with all ways, *&c.* and the reverſion, *&c.* and alſo all the eſtate, *&c.* of them the ſaid *J. G. M. G. B. G.* and *E. G.* any or either of them, of, in or to the hereby granted and releaſed premiſes, or any part or parcel thereof; **To have and to hold** the ſaid ſixth part of the ſaid meſſuages, *&c.* and all and ſingular other the premiſes herein before mentioned and intended to be hereby granted and releaſed, with their and every of their appurtenances, unto the ſaid *A. G.* her heirs and aſſigns, **To the only** uſe and behoof of the ſaid *A. G.* her heirs and aſſigns: **And** each of them the ſaid *M. G. B. G.* and *E. G.* for themſelves ſeverally and reſpectively, and not jointly, and for their ſeveral and reſpective heirs, *&c.* *(Covenant, done no act to incumber; and for further aſſurance.)* **In Witneſs**, &c.

Confirmation.

*Confirmation of a Rent-charge, by charging the ſame on Part of another Eſtate, of which a Fine is covenanted to be levied, with ſuitable Proviſoes*, &c.

**This Indenture Tripartite**, made, *&c.* **Between** *W. S.* of, *&c.* Gentleman, of the firſt part, *E. W.* of, *&c.* and *E.* his wife, one of the daughters of the ſaid *W. S.* of the ſecond part, and *T. W.* of *&c.* of the third part. **Whereas** the ſaid *W. S.* by his indenture bearing date ſome time in and about the month of April laſt paſt, and made, *&c.* between the ſaid *W. S.* and *E. W.* (by the name of *E. S.* of, *&c.* ſpinſter, one of the daughters of the ſaid *W. S.* by *E.* his late wife,) of the one part, and the ſaid *E. W.* of the other part, *(reciting as therein is recited for the conſiderations therein mentioned,)* *Did* give, grant and confirm unto the ſaid *E. W.* his heirs and aſſigns for ever, one annuity or yearly rent-charge of forty pounds, of, *&c.* to be yearly iſſuing and going out of **All that** meſſuage, *&c.* therein and hereafter mentioned, with their appurtenances, ſituate, *&c.* *To* be had and received by the ſaid *E. W.* and *E.* for and during their natural lives, and after the deceaſe of the ſurvivor of them, by ſuch child and children of the ſaid *E. W.* by the ſaid *E.* and in ſuch parts, ſhares and proportions, as the ſaid *E. W.* by any deed or writing, or his laſt will and teſtament in writing, ſhould limit and appoint to the heirs of the body and bodies of ſuch child and children; and for want of ſuch limitation or appointment, by all and every the child and children of the ſaid *E. W.* by the ſaid *E.* his wife, equally to be divided between them, and the heirs of the body of ſuch child and children; and for want of ſuch iſſue, by the heirs and aſſigns of the ſaid *E. W.* for ever; **As** in, *&c.* **Now this Indenture witneſſeth**, That **As well** for the better granting, conveying, aſſuring, ratifying and confirming the ſaid annuity or yearly rent-charge of forty pounds *per annum*, to the uſes and intents in the ſaid reciting or mentioned to be recited indenture contained; **As alſo** for the barring, docking, diſcontinuing and cutting off all and every eſtate and eſtates-tail, intails, reverſion and reverſions, remainder and remainders, and all and every eſtate and eſtates whatſoever, had, made, created, raiſed, and now in being, of, in and upon the caſtle, manors, meſſuages, lands, tenements and hereditaments herein after in theſe preſents mentioned; as alſo that the ſame caſtle, manors, meſſuages, lands, tenements and hereditaments herein after in theſe preſents mentioned: as alſo that the ſame caſtle, *&c.* and every part and parcel thereof, with their appurtenances, may be ſettled and aſſured, to the uſes, intents and purpoſes herein after mentioned, expreſſed and declared, **he** the ſaid *W. S.* **doth** covenant, grant, promiſe and agree, to and with the ſaid *T. W.* his heirs, executors, adminiſtrators and aſſigns by theſe preſents, in manner, *&c.* That the ſaid *(W. S. ſhall levy a Fine of all the parcels.)* **And it is** further covenanted, granted, concluded and agreed, by and between the ſaid parties to theſe preſents, and it is their and the true intent and meaning of theſe preſents, and it is hereby declared to be, that the ſaid fine and fines in manner and form aforeſaid to be levied and acknowledged, or in any other manner and form whatſoever, and all and every other fine and fines heretofore had, levied and acknowledged, or hereafter to be had, levied and acknowledged, of or concerning the premiſes aforeſaid, or any part thereof, and the full force, effect and execution thereof, ſhall be and enure, and ſhall be conſtrued, eſteemed, adjudged and taken to be and enure, to the uſes, behoofs, intents and purpoſes herein after mentioned, ſpecified and declared, concerning the ſame, (that is to ſay,) as for, touching and concerning the ſaid meſſuage, *&c.* *(Part of the Premiſes)* **To the Uſe**, intent and purpoſe that he the ſaid *E. W.* and his aſſigns, for and during his natural life, and after his deceaſe to the ſaid *E.* his wife and her aſſigns, during her life, and after the deceaſe of the ſurvivor of them the ſaid *E.* and *E.* that ſuch child and children of the ſaid *E. W.* on the body of the ſaid *E.* begotten and to be begotten, in ſuch parts, ſhares and proportions, as he the ſaid *E. W.* by any deed or deeds, writing or writings, or by his laſt will and teſtament in writing, or any writing purporting to be his laſt will and teſtament, by him duly executed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint, and the heirs of the body and bodies of ſuch child and children, **And** for want of ſuch declaration, limitation or appointment, **That** all and every the child and children of the ſaid *E. W.* on the body of the ſaid *E.* begotten and to be begotten, equally ſhare and ſhare alike, and the heirs of the body and the bodies of ſuch child and children, **And** for want of ſuch iſſue, **That** the heirs and aſſigns of the ſaid *E. W.* ſhall and may have, and yearly and every year for ever have, receive and take out of the ſaid laſt mentioned meſſuage, *&c.* one annuity or yearly rent-charge or ſum of forty pounds, of, *&c.* payable and to be paid upon the four moſt uſual feaſt-days or days of payment in the year, (that is to ſay,) *&c.* by even, *&c.* the firſt payment, *&c.* **And to this further Uſe** and intent, that if the ſaid annuity or yearly rent-charge or ſum of forty pounds or any part thereof ſhall happen to be behind, unpaid, and in arrear, by the ſpace of twenty days next after any of the ſaid feaſt-days, or days of payment on which the ſame ought to be paid as aforeſaid, that then and ſo often it ſhall and may be lawful to and for the ſaid *E. W.* and *E.* his wife, his, her and their child

Recitals.

Grant of rent-charge,

to huſband and wife for life.

Afterwards to their children.

For better confirming ſaid rent-charge, and for cutting off eſtates tail,

the premiſes may be ſettled, &c.

W. S. covenants to levy a fine.

The uſes thereof.

To huſband and wife for life, then to children, &c.

Clauſe of entry and diſtreſs.

and children, heirs and aſſigns, that ſhall from time to time be intitled to the ſaid annuity or rent-charge, accord- to the true meaning of the preſents, or of the ſaid recited or mentioned to be recited indenture, and his, her and their aſſigns, into and upon the ſaid laſt mentioned meſſuage, *&c.* or into or upon any part or parcel thereof, to enter and diſtrain for the ſaid annuity or yearly rent-charge or ſum, and for the arrears thereof, and the diſtreſs and diſtreſſes then and there found to take, lead, drive and carry away and impound, or to ſecure the ſame on the premiſes, and the ſame to detain and keep, or the ſaid diſtreſs or diſtreſſes to ſell and diſpoſe of, and the money ariſing by ſuch ſale to detain and keep, until he, ſhe or they ſhall be of the ſaid annuity or yearly rent or ſum of forty pounds, and all arrears thereof, together with the charges of the ſaid diſtreſs, detaining and ſale, fully ſatisfied and paid: **Provided always**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid annuity or yearly rent or ſum of forty pounds, or any part thereof, ſhall happen to be behind and unpaid by the ſpace of fifty days next over or after any or the ſaid feaſt or days of payment whereon the ſame ought to be paid as aforeſaid, (being lawfully demanded:) then and ſo often it ſhall and may be lawful to and for the ſaid *E. W.* and *E.* and the other perſon and perſons that ſhall from time to time be thereto intitled, by the true intent and meaning of theſe preſents, or the ſaid recited indenture, his, her, or their aſſigns, into and upon the ſaid laſt mentioned meſſuage, *&c.* or into or upon any part thereof, in the name of the whole to enter, and the ſame to have, hold and enjoy, and to receive and take the rents, iſſues and profits thereof, and of every part thereof, to and for his, her and their own uſe and benefit, until he, ſhe or they ſhall thereby or therewith be fully ſatisfied and paid the ſaid annuity or yearly rent, or ſum of forty pounds, and all arrears thereof, and all charges, loſs or damage, which he, ſhe or they ſhall be put unto or ſuſtain, by reaſon of non-payment thereof, at the days and times in that behalf before mentioned: **Provided always**, that it is the true intent and meaning of theſe preſents, and all the parties hereunto, and it is hereby declared and agreed, that the ſaid annuity or yearly rent-charge or ſum of forty pounds in and by theſe preſents mentioned and conveyed, is, and is intended and taken to be the ſame annuity or yearly rent-charge of forty pounds, granted in and by the ſaid recited indenture, and that they are not intended to be two ſeveral annuities or yearly rents, and that the ſaid annuity or yearly rent is to be ſubject to the proviſo or condition in the ſaid recited indenture contained for determining and extinguiſhing the ſame upon the payment of eight hundred pounds, as therein mentioned: **And** as for, touching and concerning all other the ſaid caſtle, *&c.* before mentioned, and alſo for and concerning the ſaid meſſuage, *&c.* charged with the ſaid annuity or rent-charge of forty pounds as aforeſaid, (and ſo as the ſame notwithſtanding ſhall be charged and ſubject to the ſaid annuity or yearly rent-charge of forty pounds as aforeſaid;) **To the only Uſe** and behoof of the ſaid *W. S.* his heirs and aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever. **In Witneſs**, &c.

Proviſo, that in caſe the rent-charge be behind, the perſons entitled by the recited indenture to enter and receive profits.

The rent charge hereby ſecured to be deemed the ſame as granted by the recited deed.

## *Confirmation of a Bill of Sale of Goods aſſigned upon Truſt*, &c.

C. S. together with W. B. M. B. and J. B. bound in a bond for C. S.'s debt to H. K.

W. B. has paid principal and intereſt.

Bill of ſale from C. S. to W. B. of goods.

**This Indenture Tripartite**, made, *&c.* **Between** *W. B.* of, *&c.* of the firſt part, *C. S.* of, *&c.* of the ſecond part, and *T. B.* of, *&c.* (brother of the ſaid *W. B.*) of the third part. **Whereas** the ſaid *C. S.* together with the ſaid *W. B. M. B.* and *J. B.* (at the requeſt of the ſaid *C. S.* and for his proper debt, by their bond or obligation, bearing date, *&c.*) *Did* become bound to *H. K.* of, *&c.* in the penal ſum of eighty pounds, *With condition* thereunder written for payment of the ſum of forty pounds, and intereſt unto the ſaid *H. K.* in ſuch manner as therein is mentioned, as by, *&c.* **And whereas** the ſaid *W. B.* hath actually paid all principal and intereſt money due by virtue of the ſaid bond, and on the *&c.* now laſt paſt, there was then *bona fide* due and owing from the ſaid *C. S.* to the ſaid *W. B.* for principal and intereſt, by virtue of the ſaid bond, and otherwiſe, in the whole the full ſum of fifty pounds. **And whereas** for payment of the ſaid fifty pounds to the ſaid *W. B.* he the ſaid *C. S.* by his bill of ſale bearing date, *&c.* *Hath* thereby bargained and ſold unto and to the uſe of the ſaid *W. B.* his, *&c.* *All* and every the goods and chattels late of him the ſaid *C. S.* particularly mentioned and ſpecified in the ſchedule on the back of the ſaid bill of ſale indorſed or written: **Now theſe Preſents witneſs**, That for and in conſideration of the ſum of five ſhillings, of, *&c.* to the ſaid *W. B.* in hand paid by the ſaid *T. B.* at, *&c.* the receipt, *&c.* he the ſaid *W. B.* **Hath**, and by, *&c.* **Doth** abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *T. B.* **All and ſingular** the goods, chattels and implements of houſhold, late of him the ſaid *C. S.* and which are particularly mentioned, ſet forth and ſpecified in the ſchedule on the back of the before in part recited bill of ſale written or indorſed, and all the eſtate, *&c.* of him the ſaid *W. B.* of, in or to the ſaid hereby aſſigned goods and chattels, by virtue of the ſaid bill of ſale, or otherwiſe howſoever, together with the ſame bill of ſale, and all benefit and advantage to be had and made thereof; **To have and to hold** all and ſingular the ſaid hereby aſſigned goods and premiſes unto and to the uſe of the ſaid *T. B.* his executors, adminiſtrators and aſſigns for ever: **In Truſt** nevertheleſs to and for the ſole uſe and benefit of him the ſaid *W. B.* his executors, adminiſtrators and aſſigns, and to be at his and their diſpoſal, any thing to the contrary thereof notwithſtanding. **And whereas** over and beſide the ſaid ſum of fifty pounds, ſo due and ſecured to the ſaid *W. B.* as aforeſaid, he the ſaid *C. S.* on the date hereof, is further juſtly indebted unto the ſaid *W. B.* in the ſum of thirty pounds, on account of his the ſaid *W. B.*'s having at his own coſts and charges found, maintained and provided *C.* (the ſon of the ſaid *C. S.*) with meat, drink, waſhing, lodging, clothes, ſchooling, and all other neceſſaries, for about the ſpace of three years now laſt paſt: **Now theſe Preſents further witneſs**, That for the more ſure and abſolute payment of the ſeveral ſums of fifty pounds and thirty pounds ſo due to the ſaid *W. B.* aforeſaid, (making in both the ſum of eighty pounds,) and for the ſtrengthening, corroborating and confirming of the above in part recited bill of ſale, and alſo for and in conſideration of the ſum of five ſhillings of like money to the ſaid *C. S.* in hand paid by the ſaid *T. B.* at, *&c.* he the ſaid *C. S.* (by and with the conſent, direction and appointment of the ſaid *W. B.* teſtified by his being a party to and executing of theſe preſents) **Hath**, and by theſe preſents **Doth** abſolutely grant, bargain, ſell, ratify and confirm unto the ſaid *T. B.* all and ſingular the before mentioned goods, chattels and premiſes, *&c.* (*other goods*;) **To have**, hold, poſſeſs and enjoy all and ſingular the herein before mentioned and intended to be hereby granted and aſſigned goods, chattels and premiſes, unto and to the only uſe and benefit of him the ſaid *T. B.*

Aſſignment thereof to T. B.

in truſt for W. B.

C. S. further indebted to W. B.

*T. B.* his executors, adminiſtrators and aſſigns from henceforth for ever, freed and abſolutely diſcharged of and from all redemption whatſoever: **In Truſt**, nevertheleſs, and to and for the ſole and only uſe and benefit of the ſaid *W. B.* his executors, adminiſtrators and aſſigns, and to, for and upon no other truſt, uſe, intent or purpoſe whatſoever. **In Witneſs**, &c.

*(G. J.)*

# CONSENT.

*The Conſent of Mortgagees to the Mortgagor, granting the next Turn of an Advowſon, comprehended within their Security, indorſed on the Grant.*

WHEREAS the advowſon within mentioned is (among other things) in mortgage to us whoſe names are under written: **Now we do hereby**, at the requeſt of the within named *C. E.* conſent to the within mentioned grant; and do hereby agree, that we will not obſtruct or hinder the within named *T. H.* in the full and quiet enjoyment of the premiſes within granted, according to the true intent and meaning of the within written deed poll.

*The Conſent of an Annuitant to leſſen his Annuity.*

WHEREAS by indenture *tripartite*, &c. made, *&c.* between *J. A.* the elder, of, *&c.* of the firſt part, *J A.* the younger, grand-ſon of the ſaid *J. A.* the elder, of the ſecond part, and *W. W.* of, *&c.* and *W. X.* of, *&c.* of the third part *(reciting* as therein is recited,) *The* ſeveral meſſuages or tenements therein mentioned to be ſituate and being in, *&c.* and a moiety or one half-part of the ſeveral meſſuages or tenements therein mentioned to be ſituate, *&c.* were aſſigned and conveyed to the ſaid *W. W.* and *W. X.* their, *&c.* for and during the reſidue of the ſeveral terms for years therein mentioned; *Upon truſt* (among other things) that the ſaid *W. W.* and *W. X.* their, *&c.* ſhould out of the rents and profits of the ſaid premiſes, pay unto the ſaid *J. A.* the elder, during his life, the yearly ſum of forty-ſix pounds ſixteen ſhillings, by weekly payments upon Saturday in every week, in manner therein mentioned, and ſhould pay the ſurplus of the rents and profits of the ſaid premiſes unto the ſaid *J. A.* the younger, his executors, adminiſtrators and aſſigns, as by ſaid indenture (among divers other things therein contained) may appear. **Now theſe Preſents witneſs**, That in conſideration of the many conſiderable and unforeſeen accidents and loſſes that have lately happened to the ſaid truſt-eſtate, by reaſon of the great charge of the repairs of the ſame, and otherwiſe, and for other good cauſes and conſiderations, the ſaid *J. A.* the elder, thereunto moving, he the ſaid *J. A.* the elder, doth hereby conſent, agree, direct and declare, that only the ſum of twenty-ſix pounds *per annum*, ſhall be for the future paid to him the ſaid *J. A.* the elder, out of the rents and profits of the ſaid truſt-eſtate weekly, by equal portions on Saturday in every week, in lieu and full diſcharge of the ſaid yearly ſum of forty-ſix pounds ſixteen ſhillings, and that the ſurplus of the rents and profits of the ſaid premiſes which ſhall remain over above the ſaid yearly ſum of twenty-ſix pounds (if any ſuch ſurplus there ſhall be) ſhall from time to time be paid unto the ſaid *J. A.* the younger, his executors, adminiſtrators or aſſigns, to his and their own uſe and uſes: **In Witneſs** whereof the ſaid *J. A.* the elder, hath hereunto ſet his hand and ſeal this —— day of, *&c.*

# CONSIDERATION.

*Conſideration of Love and Affection.*

WITNESSETH, that the ſaid *R. C.* in conſideration of the natural love and affection which he beareth unto *A. C.* his ſon and heir apparent, and for his advancement and preſent maintenance; and to the end that the daughters of the ſaid *R. C.* may have convenient portions to maintain and prefer them in marriage, and for the eſtabliſhing of the manors, lands, tenements and hereditaments hereafter mentioned, to ſuch uſes, intents and purpoſes as are hereafter limited and appointed, and for other good cauſes and conſiderations, *&c.* (*Or thus*) In conſideration of the great love and natural affection which he the ſaid *R. C.* beareth unto *A. C.* ſon and heir apparent of the ſaid *R. C.* and to the heirs male of the body of the ſaid *A. C.* and to the end, intent and purpoſe, that the manors, lands, tenements and hereditaments hereafter mentioned, ſhall and may continue in the ſtock, blood and kindred of the ſaid *R. C. &c.* (*Or thus*) As well for the advancement and preferment of the heirs male of the body of the ſaid *R. C.* lawfully to be begotten, and for the better advancement and preferment of *A. B. C. D.* and *E. F.* the natural brothers of the ſaid *R. C.* And to the end that the manors, *&c.* hereafter mentioned, may continue in the name, blood and kindred of the ſaid *R. C.* as alſo for divers other good cauſes and conſiderations, *&c.*

*Conſideration of Money, Part paid and Part ſecured.*

WITNESSETH, That the ſaid *R. C.* as well for and in conſideration of the ſum of two thouſand pounds of lawful money of Great Britain, to him in hand paid before the ſealing and delivery hereof by the ſaid *C. R.* (the receipt whereof he the ſaid *R. C.* doth hereby acknowledge,) and thereof and of every part and parcel thereof doth acquit and diſcharge the ſaid *C. R.* his heirs, executors and adminiſtrators, by theſe preſents; As alſo for and in conſideration of the ſum of two thouſand pounds more of like lawful money of Great Britain, by the ſaid *C. R.* ſecured to be paid unto the ſaid *R. C.* his executors and adminiſtrators, in manner and form following, that is to ſay, the ſum of five hundred pounds, part thereof, on the 10th day of December next enſuing, and the ſum of one thouſand pounds, on the 10th day of February next enſuing the date hereof, and the ſum of five hundred pounds, reſidue thereof, on or before the 10th day of March, next enſuing the date of theſe preſents.

*Conſideration of a Sum of Money in Hand paid.*

WITNESSETH, That the ſaid *A. J.* for and in conſideration of the ſum of —— of lawful money of Great Britain, to the ſaid *A. J.* in hand, well and truly paid by the ſaid *J. S.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof the ſaid *A. J.* doth hereby acknowledge,) and thereof and from every part and parcel thereof, doth acquit, exonerate, and for ever diſcharge the ſaid *J. S.* her executors, adminiſtrators and aſſigns, and every of them by theſe preſents, And for divers other good cauſes and conſiderations, *&c.*

*Conſideration of Mortgage-Monies paid off.*

—— in conſideration of ſeveral ſums of money, amounting in the whole to the ſum of —— of lawful, *&c.* paid by the ſaid *D.* and *E.* (*the purchaſers*) at the requeſt and by the direction of the ſaid *A. B.* and *C.* to ſeveral perſons herein after named and mentioned (*the mortgagees*) being in full of the ſeveral principal ſums and intereſt due on the reſpective indentures of mortgages herein after mentioned and excepted, made of, *&c.* hereafter in and by theſe preſents granted and conveyed, *&c.*

*Conſideration of a Marriage and of the Marriage-Portion.*

WHEREAS there is a marriage agreed upon and intended to be ſhortly had and ſolemnized between the ſaid *A. C.* ſon and heir apparent of the ſaid *R. C.* and *B. A.* daughter of the ſaid *F. A.* Now this Indenture witneſſeth, That the ſaid *R. C.* in conſideration of the ſaid marriage, and of the ſum of three thouſand pounds, of good and lawful money of Great Britain, to him in hand paid as the marriage-portion of the ſaid *B. A.* by the ſaid *F. A.* her father, and for the natural love and affection which the ſaid *R. C.* beareth unto the ſaid *A. C.* and to the end, intent and purpoſe, that a competent jointure may be had and made unto the ſaid *B. A.* for the better maintenance, livelihood and advancement of the ſaid *B. A.*

*B. A.* in caſe ſhe ſhall happen to ſurvive and outlive the ſaid *A. C.* And in full recompence and ſatisfaction of all the dower which ſhe the ſaid *B. A.* by or after the death of the ſaid *A. C.* ſhould or ought to have in any the manors, lands, tenements or hereditaments, whereof the ſaid *A. C.* ſhall during the coverture between him and the ſaid *B. A.* be ſeiſed of any eſtate of inheritance; and for the advancement of the name and blood of the ſaid *A. C.* and for and towards a proviſion of maintenance to and for the ſaid *A. C.* and *B. A.* during the natural lives of the ſaid *A. C.* and *B. A.* *&c.*

*Another.*

——— in conſideration of a marriage ſhortly to be had and ſolemnized between ——— and for ſettling the lands and tenements herein after mentioned to the uſes herein after expreſſed and declared ———

*Conſideration of barring an Eſtate-Tail.*

WHEREAS the ſaid *R. C.* at the ſealing and delivery of theſe preſents, is and ſtandeth ſeiſed of an eſtate-tail to him and the heirs male of his body, with divers remainders over, of and in all, *&c.* hereafter mentioned: Now this Indenture witneſſeth, That for and in conſideration of the barring of the eſtate-tail, and all the remainders thereupon depending, and for the ſettling of an abſolute eſtate of inheritance in fee-ſimple in the ſaid *R. C.* whereby he may be enabled to make a good and perfect aſſurance to ſuch perſon or perſons, and their heirs, as have agreed or hereafter ſhall agree with him the ſaid *R. C.* to purchaſe the ſaid, *&c.*

*Conſideration of the Surrender of a Leaſe, Money paid, Buildings, yearly Rents,* &c.

——— As well for and in conſideration of the ſurrender of one indenture of leaſe, bearing date the ——— which was, *&c.* made by, *&c.* unto, *&c.* of the premiſes hereafter in and by theſe preſents demiſed, to be cancelled and made void; As for and in conſideration of the ſum of, *&c.* and for and in conſideration of the new erecting and building of the premiſes hereafter by theſe preſents demiſed by the ſaid *E. E.* as hereafter in and by theſe preſents is mentioned; as alſo for and in conſideration of the yearly rent of, *&c.* and the covenants and agreements herein after mentioned, to be paid, done and performed.

*Conſideration of Money paid to two Vendors, and a Mortgage and Judgment diſcharged.*

——— in conſideration of the ſum of ——— of lawful, *&c.* to the ſaid *A.* and of the ſum of ——— to the ſaid *C.* in hand, at, *&c.* well, *&c.* the receipt, *&c.* which ſaid ——— and ——— and together with the ſum of ——— more, paid by the ſaid *D.* by the direction of the ſaid *A.* and *C.* unto *E.* and *F.* being the conſideration of an aſſignment of one indenture of demiſe or mortgage of the ſaid premiſes made and granted by the ſaid *B.* deceaſed; and with the ſum of ——— more, by the ſaid *D.* alſo paid by the like direction of the ſaid *A.* and *C.* unto *G.* of ——— being due to her upon a judgment againſt the ſaid *B.* make in all ——— being the full ſum paid for the abſolute purchaſe of the ſaid premiſes.

# Copartnerſhip, Articles and Agreements.

*Agreement to diſſolve a Copartnerſhip between two Mercers (indorſed on the Deed of Copartnerſhip.)*

An agreement to diſſolve the copartnerſhip recited,

THIS Indenture, made the nineteenth day of October, in the nineteenth year, &c. and in the year of our Lord 1779, Between the within named *A. A.* of the one part, and the within named *B. B.* of the other part. Whereas the ſaid parties hereto, and to the within written indenture of copartnerſhip, have mutually agreed from henceforth to ceaſe, determine, and diſſolve their copartnerſhip within written and contained, and no longer to be or continue copartners, or joint-traders in their within mentioned trade or buſineſs of Mercers; And in Order to ſuch diſſolution of the ſaid copartnerſhip they the ſaid parties have on or before the day of the date hereof ſtated and ſettled a full, fair and final account between them, of, for and concerning all ſilks, goods, wares, merchandizes, ready monies, ſtock in trade, debts, credits, and all other effects, matters and things belonging, or due and owing to or from the ſaid parties as copartners or joint-traders, or in any wiſe touching or concerning their ſaid copartnerſhip or joint-trade; as by the ſaid ſtated account ſigned by both the parties, a duplicate whereof remains with each of them, relation being thereunto had, may appear. And whereas the ſaid parties after ſigning the ſaid ſtated account, and payment of all debts by them owing as copartners, or on account of their ſaid joint-trade have equally ſhared and divided between them all the remaining caſh and ready monies belonging to their ſaid joint-trade; And did thereupon mutually agree, that all ſuch debts and ſums of money as are yet ſtanding out and remain due and owing to them the ſaid parties from any perſon or perſons whomſoever, for or on account of their ſaid joint-trade, and which amount in the whole to the ſum of two thouſand pounds, or thereabouts, ſhould with all convenient ſpeed, and at the equal coſts and charges of the ſaid parties, or their reſpective executors or adminiſtrators, be called and got in, and be thereupon paid to and equally ſhared and divided between them the ſaid parties, or their reſpective executors or adminiſtrators, without preference or precedency to either of them the ſaid parties, and without any benefit or advantage of ſurvivorſhip to be had by or to accrue to either of them, in caſe of the death of the other of them, before all the ſaid debts be got in and paid, and divided as aforeſaid. And the ſaid parties did further mutually agree, that on the diſſolution of their ſaid copartnerſhip the ſaid *B. B.* who intends alone and by himſelf to carry on the ſaid trade, ſhould have and take to and for his own uſe and benefit, all the moiety, part and ſhare of him the ſaid *A. A.* of and in all the ſilks, wares, goods, merchandizes, ſtock and effects belonging to the ſaid joint-trade and copartnerſhip, ſave and except only ſuch part thereof as conſiſted of ready monies, or debts owing to the ſaid copartnerſhip, and ſhould pay and allow therefore unto him the ſaid *A. A.* the ſum of one thouſand five hundred pounds of lawful money of Great Britain, being the rate or price which the ſaid parties have eſtimated the ſaid moiety, part or ſhare of him the ſaid *A. A.* to be worth. Now this Indenture witneſſeth, That in purſuance and part of performance of the ſaid recited agreements, and in conſideration of the premiſes, they the ſaid *A. A.* and *B. B.* with the mutual aſſent and conſent of each other, have determined, ceaſed and diſſolved, and do hereby determine, ceaſe and diſſolve their ſaid copartnerſhip and joint-trade, and the within written indenture of copartnerſhip, and every clauſe, article, matter and thing therein contained, and do hereby declare and agree, that the ſame ſhall from henceforth ceaſe, determine, and be utterly void to all intents and purpoſes as fully and effectually as if the ſaid copartnerſhip had never been entered into, and the ſaid written indenture had never been made, any thing therein contained to the contrary notwithſtanding. And this Indenture further witneſſeth, That in further purſuance and performance of the ſaid recited agreements, and in conſideration of the ſum of one thouſand five hundred pounds of lawful money of Great Britain to the ſaid *A. A.* in hand paid by the ſaid *B. B.* at or before the enſealing and delivery of theſe preſents, the receipt and payment whereof he the ſaid *A. A.* doth hereby own and acknowledge, and thereof, and of every part thereof doth acquit, releaſe and diſcharge the ſaid *B. B.* his executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, he the ſaid *A. A.* hath given, granted, bargained, ſold, aſſigned, and delivered, and by theſe preſents doth give, grant, bargain, ſell, aſſign and deliver unto the ſaid *B. B.* All the Moiety, part and ſhare of him the ſaid *A. A.* of and in all, or any the ſilks, goods, wares, merchandizes, ſtock and effects which now do, or at the time of ſigning the ſaid ſtated account did belong or appertain to the ſaid joint-trade or copartnerſhip, or to the ſaid parties or either of them, by virtue thereof, Save and except only ſuch caſh and ready monies as have been ſhared and divided as aforeſaid, and ſuch debts as are yet ſtanding out and owing to the ſaid parties on account of the ſaid joint-trade, And alſo all the right, title, intereſt, property, claim and demand whatſoever of him the ſaid *A. A.* of, in, to or out of the ſaid hereby bargained, ſold and aſſigned moiety and premiſes, every or any part thereof, by virtue of the ſaid indenture of copartnerſhip or otherwiſe (except as is herein before excepted); To have, hold, receive, perceive, take and enjoy the ſaid hereby bargained, ſold and aſſigned moiety and premiſes, and all the benefit and advantage thereof (except before excepted) unto the ſaid *B. B.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit, and as his and their own proper goods and chattels from henceforth abſolutely and for ever. And for the conſideration aforeſaid it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and each of them the ſaid parties for himſelf, his executors and adminiſtrators, Doth hereby covenant, promiſe and agree, to and with the other of the ſaid parties, his executors and adminiſtrators, in manner following; that is to ſay, That he, his executors and adminiſtrators ſhall and will do his and their utmoſt endeavours, with all convenient ſpeed, to call and get in all ſuch debts and ſums of money as are yet ſtanding out and remain due and owing to them the ſaid parties from

and that the parties have ſettled accounts,

and have ſhared the caſh,

and agreed that debts ſhould be got in

and ſhared, without benefit of ſurvivorſhip,

and that one of them (who intends to trade alone) ſhould take the ſtock,

paying for a moiety.

The agreement to determine the copartnerſhip,

and aſſignment of a moiety of the ſtock, from one to the other.

except money ſhared, and debts,

Habendum.

Mutual agreement to endeavour to get in debts,

from any perſon or perſons whomſoever, for or on account of their ſaid joint-trade and copartnerſhip; And that the ſame debts and ſums of money, after deduction thereout of all coſts and charges expended or ſuſtained in or about getting in the ſame, ſhall from time to time, as the ſame are got in and received, be paid to and equally ſhared and divided between them the ſaid parties, or their reſpective executors or adminiſtrators, without any preference or precedency to either of the ſaid parties, and without any benefit or advantage of ſurvivorſhip to be had or taken by, or to accrue to either of them the ſaid parties, in caſe of the death of the other of them before all the ſaid debts ſhall be got in and paid and divided as aforeſaid. And laſtly, Each of them the ſaid parties doth hereby for himſelf, his heirs, executors and adminiſtrators, remiſe, releaſe and quit-claim to the other of them, his heirs, executors and adminiſtrators, all and all manner of action and actions, cauſe and cauſes of action, ſuits, controverſies, accounts, reckonings, ſum and ſums of money, claims and demands whatſoever, at law or in equity, which either of them the ſaid parties, his heirs, executors or adminiſtrators, now hath, or hereafter may have againſt either of them, his heirs, executors or adminiſtrators, for or by reaſon of the within written indenture of copartnerſhip, or any clauſe, covenant, agreement, matter or thing therein contained, or for or by reaſon of any other matter or thing whatſoever touching or in any wiſe relating to the ſaid joint-trade or copartnerſhip, (Save and except only the ſaid agreements herein before contained for getting in and dividing the ſaid debts and ſums of money ſo ſtanding out and remaining due and owing to them the ſaid parties, for or on account of the ſaid joint-trade and copartnerſhip as aforeſaid.) In Witneſs, &c.

to be ſhared, deducting coſts,

without benefit of ſurvivorſhip.

Mutual releaſes with reſpect to the copartnerſhip,

with ſaving of the matters now agreed on.

*(Horſeman.)*

*Deed of Copartnerſhip between two Bankers, where the one fixed in Buſineſs, admits the other to be Partner, and to have the Fourth of the Profits.*

Articles of Agreement, indented, had, made, concluded, and agreed upon, this 19th day of June, in the year, &c. and in the year of our Lord, 17—, Between *R. N.* of L. Goldſmith, of the one part, and *A. F.* of D. Goldſmith, of the other part, as follows:

WHEREAS the ſaid *R. N.* is poſſeſſed of a houſe and ſhop, ſituate in —— for ſeveral years yet to come: And whereas the ſaid *R. N.* hath, for ſeveral years now laſt paſt, uſed and exerciſed, and doth now uſe and exerciſe in the ſaid ſhop the trade of a Goldſmith or Banker, in ſelling plate, receiving and keeping ſeveral perſons money, and giving out bills and notes for the ſame, and iſſuing and paying thereof to the ſaid perſons or their orders; And the ſaid *R. N.* having a deſire as well to eaſe himſelf of the trouble of the attendance and management of the whole buſineſs of the ſaid trade, as for the affection he hath, and beareth to the ſaid *A. F.* he the ſaid *R. N.* is willing to admit and accept the ſaid *A. F.* to be partner with him in the ſaid trade, as to ſuch part of the benefit and advantage thereof, and on ſuch terms and conditions as are herein after agreed for the furniſhing, managing and carrying on the ſaid intended joint trade: And for that purpoſe it is agreed that a joint ſtock of ſix thouſand pounds in money ſhall be advanced, and made up between them the ſaid *R. N.* and *A. F.* (to wit) by the ſaid *R. N.* three fourth parts thereof, and by the ſaid *A. F.* the other one fourth part thereof, of which ſaid ſtock the ſaid *R. N.* hath accordingly advanced and paid the full ſum of four thouſand five hundred pounds, and the ſaid *A. F.* the ſum of one thouſand five hundred pounds, being the ſum of ſix thouſand pounds, agreed on to carry on the ſaid joint trade; And in Regard ſome diſputes may ariſe relating to the preſent debts and credits of the ſaid trade, now managed by the ſaid *R. N.* it is agreed that the ſchedule hereunto annexed, (entitled the ſchedule of the debts and credits of the within named *R. N.*) ſhall be accepted by the ſaid parties, and the nett balance of the ſaid account in the ſchedule mentioned, ſhall be taken as part of the money to be advanced by the ſaid *R. N.* Now theſe Preſents witneſs, that the ſaid *R. N.* for the cauſe aforeſaid, and for the truſt and confidence he hath and repoſeth in the ſaid *A. F.* hath admitted and accepted, and by theſe preſents Doth admit and accept the ſaid *A. F.* to be partner with him in the trade aforeſaid; and the ſaid *R. N.* and *A. F.* are to become partners in the trade of a Goldſmith or Banker, to be uſed, exerciſed, and carried on in the ſhop aforeſaid, on the joint ſtock aforeſaid, for the term of ſeven years, to commence and begin from the ——— day of ——— now laſt paſt, before the date of theſe preſents: Nevertheleſs, under the limitations, and according to and upon the covenants, grants, clauſes, proviſoes, conditions and agreements herein after in theſe preſents, mentioned, expreſſed and declared: And it is agreed, by and between the ſaid parties to theſe preſents, that the ſaid *R. N.* his executors, adminiſtrators and aſſigns, ſhall during the ſaid copartnerſhip, be paid and allowed out of the joint ſtock of the ſaid trade, in conſideration of and for the uſe of the ſaid ſhop the yearly rent of ten pounds, to be deducted and paid out of the ſaid joint ſtock, by even and equal portions; And alſo the ſaid *R. N.* is to be allowed and paid out of the ſaid joint ſtock, one fourth part of all journeymen's wages, and one fourth part of their diet and lodging; And it is agreed by and between the ſaid parties to theſe preſents, that the ſaid *R. N.* his executors, adminiſtrators and aſſigns, ſhall have, receive and enjoy, to his and their own proper uſe and uſes, three full fourth parts, (the whole into four equal parts to be divided) of all the clear and neat profits, produce, benefit and advantages, which from time to time during the ſaid copartnerſhip ſhall ariſe, accrue or be made or gotten by the management of the ſaid joint trade, or the increaſe or improvement of the joint ſtock thereof, and that the ſaid *A. F.* his executors, adminiſtrators and aſſigns, ſhall have, receive and enjoy, to his and their own proper uſe and uſes, one full fourth part of the ſaid produce, profit, benefit and advantage, which from time to time, during the continuance of the ſaid copartnerſhip, ſhall ariſe, accrue, or be made or gotten by the management of the ſaid joint trade, or the increaſe or improvement of the joint ſtock thereof: And the ſaid *A. F.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *R. N.* his executors and adminiſtrators by theſe preſents, that he the ſaid *A. F.* ſhall and will from time to time, during the continuance of the ſaid copartnerſhip, uſe his utmoſt endeavour, ſkill and diligence to manage the affairs of the ſaid joint trade, and to increaſe

*R. N.* poſſeſſed of a houſe and ſhop.

is deſirous to eaſe himſelf, and is willing to accept A. F. a partner.

Joint ſtock.

*R. N.*'s debts and credits.

*R. N.* admits A. F. a partner.

Agreement as to rent.

Servants' wages.

Diet and lodging.

Shares in the profits.

Covenant that the partner ſhall

do his endeavours in managing the joint trade.

increaſe and improve the ſaid joint ſtock thereof to the beſt advantage. **And it is agreed** by and between the ſaid parties to theſe preſents, that all ſuch monies belonging to the ſaid joint ſtock and trade, and the increaſe and produce of the ſaid joint ſtock, as ſhall be received by either of the ſaid parties to theſe preſents, during the continuance of the ſaid partnerſhip, ſhall be from time to time paid and brought into the ſaid joint ſtock; **And** that all taxes, pariſh duties, payments, impoſitions, ſervants' wages uſed in carrying on the ſaid trade, and all debts, loſſes by bad debts and charges whatſoever, which ariſe, or be contracted, made or owing, or grow or become due to be paid by reaſon of the ſaid joint trade, or the management thereof, ſhall be, during the ſaid partnerſhip, borne, paid, ſuſtained and defrayed out of the ſaid joint ſtock, and be duducted and ſatisfied before any dividend, according to the ſaid parties' intereſt therein: (that is to ſay) three parts thereof by the ſaid *R. N.* and one fourth part thereof by the ſaid *A. F.* **And further,** that neither of the ſaid parties, without the conſent of the other of them firſt had in writing, ſhall become bound or bail for any perſon whatſoever, during the ſaid partnerſhip; **And further,** that the ſaid *A. F.* ſhall not, without the conſent of the ſaid *R. N.* firſt had and obtained in writing, lend to any perſon any ſum exceeding fifty pounds. **And it is further agreed** by and between the ſaid parties to theſe preſents, that all and every the books of accounts touching the ſaid joint trade ſhall be kept in the ſaid ſhop, and that once in every year, (to wit) ſometime in the month of ——— during the continuance of the ſaid partnerſhip, a general, full and perfect account ſhall be ſtated, adjuſted and made up between the ſaid parties to theſe preſents, of all matters and things touching the ſaid partnerſhip; and after the ſame ſhall be made up, adjuſted and fairly entered in books for that purpoſe, and ſigned by the ſaid parties, duplicates ſhall be then alſo made and ſigned by the ſaid parties, and one part thereof delivered to each of them; which duplicates ſhall contain a full account of the ſtock, debts and credits of the ſaid partnerſhip: **And it is agreed,** that after the ſaid annual account is made up, each of the ſaid parties ſhall and may deduct and take out of the profits, nett produce and increaſe of the ſaid trade to and for his own particular uſe, ſuch ſum and ſums of money as ſhall be mutually agreed upon by and between the ſaid parties to theſe preſents. **And it is hereby further agreed,** that no advantage of ſurvivorſhip ſhall be taken by the ſaid parties, but that on the death of either of them, the executors or adminiſtrators of the party ſo dying, giving ſecurity to the ſurvivor to indemnify him, ſhall and may receive the ſhare or intereſt in the ſaid joint ſtock of the party ſo dying: **Provided always, and it is hereby declared and agreed** by and between, *&c.* that the ſaid *A. F.* ſhall not at any time hereafter, during the continuance of this preſent partnerſhip, or by virtue thereof, have any power, liberty or authority to (nor ſhall he in any wiſe) turn away or diſcharge any journeyman or ſervant employed, or to be employed in the joint trade, without the conſent of the ſaid *R. N.* firſt had in writing: **Provided further,** and it is conſented and agreed to by the ſaid *A. F.* that if the ſaid *R. N.* ſhall be deſirous and minded to determine and diſſolve this preſent partnerſhip, (which however is in all events to continue for the ſpace of two years, from the ——— day of ——— aforeſaid;) that then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *R. N.* at the end of the ſaid two years, and upon his giving firſt a year's notice in writing to the ſaid *A. F.* to determine and make void this preſent partnerſhip, and that on that day twelve months after ſuch notice given to the ſaid *A. F.* the ſaid partnerſhip and joint-trade ſhall ceaſe, determine, and be utterly void and of no effect; any thing, *&c.* **And laſtly,** it is hereby declared and agreed, by and between the parties to theſe preſents, that at the end of the ſaid partnerſhip, either by effluction of time, or by ſuch notice given to the ſaid *A. F.* by the ſaid *R. R.* purſuant to the proviſo above written,) a juſt and fair account ſhall be taken and made up between the ſaid parties of the ſaid joint-ſtock of ſix thouſand pounds, and the produce, profit and produce thereof, and of all other matters and things relating to the ſaid joint ſtock and trade, and of all loſſes, bad debts, charges and deductions, and the nett and clear produce of the ſaid joint ſtock and trade, ſhall be divided into four equal parts or ſhares, three fourth parts whereof ſhall belong to, be had, received and diſpoſed by the ſaid *R. N.* and the remaing fourth part thereof by the ſaid *A. F.* **And alſo** that the ſaid parties ſhall then give each other ſuch releaſes, and enter into ſuch bonds for each other's mutual indemnity, and take ſuch meaſures by letter of attorney, to get in the debts ſtanding out, and execute ſuch other deeds and other agreements, and do ſuch other acts as are uſual and reaſonable between partners on the determination of a copartnerſhip. **In Witneſs,** &c.

Taxes, payments, ſervants' wages, debts, loſſes, &c.

Being bound or bail for other perſons.

Lendingmoney.

Account books and accounts.

Money deducted for the uſe of each party.

Survivorſhip.

Proviſo as to turning away ſervants.

Agreement as to the ending of the partnerſhip.

Proviſo to end the partnerſhip on notice.

*(Pigott.)*

## *Articles for the Diſſolution of a Copartnerſhip.*

**THIS** Indenture Tripartite, &c. **Between** *John Paul, &c.* of the firſt part, *Charles Mayo*, Citizen and Apothecary of London, of the ſecond part, and *Valentine Paul* of the city of N. Eſq; father of the *John Paul* of the third part. **Whereas** by indenture of copartnerſhip, bearing date, *&c.* the ſaid *C. M.* and *J. P.* did mutually agree to be and continue copartners and joint traders together in the arts or myſteries of chymiſtry and pharmacy, and all other things whatſoever relating to phyſic, and alſo in the buying and ſelling drugs, wares and commodities, to all or any of the ſaid arts belonging for the term of five years, to commence from the 1ſt day of January then next, by and with the joint and principal ſtock of two thouſand nine hundred and twenty ſix pounds, then remaining and being in the ſaid ſtock and trade then uſed by and belonging to the ſaid *C. M.* conſiſting in furnaces, coppers, ſtills, wares, goods, and other commodities, as by an account thereof ſtated and agreed unto, and ſet down in their book of accounts under both their hands, bearing even date with the recited indenture of copartnerſhip, it doth and may appear; **Which** ſaid arts, trades and buſineſs, were then uſed and exerciſed by the ſaid *C. M.* at or in the meſſuage or tenement commonly called or known by the name or ſign of Glauber's head, ſituate in W. ſtreet, in the pariſh of St. A. London, and in the elaboratories and warehouſes on the back part thereof, and alſo in a meſſuage or tenement in C. in the county of M. **All** which were in the poſſeſſion of the ſaid *C. M.* and alſo in part of a meſſuage or tenement, ſituate, *&c.* and were agreed to be carried on in the ſaid elaboratories, warehouſes and places, during the ſaid copartnerſhip. **And** *it was further* by the ſaid indenture agreed between the ſaid parties, that all the ſaid joint and principal ſtock, and all the gains and profits thereof, and all the benefit of the ſaid joint trade and buſineſs ſhould remain, be uſed and employed in the ſaid joint trade for the uſe and benefit of the ſaid copartners, during the ſaid term of five years, according to certain covenants,

Recitals, viz. As to the copartnerſhip in chymiſtry and drugs.

Stock and what conſiſting of.

Places where carried on.

As to ſtock being uſed, &c.

venants, proviſoes and agreements in the ſame indenture contained, and ſhould not be otherwiſe taken out or employed by either of the ſaid parties, without the conſent of the other copartner; and that both the ſaid parties at all times during the continuance of the ſaid joint trade, and at the ceaſing, diſſolving, or determination thereof, have a ſeveral right, title, intereſt and property in the ſaid joint trade, and the increaſe thereof, and in all gains and benefits that ſhould accrue by the ſaid joint ſtock and trade, and in all the monies, goods, commodities, debts, and other eſtate whatſoever belonging thereto in equal moieties, or half parts, the whole into two equal parts to be divided, and that all debts and duties which ſhould be owing by the ſaid parties by reaſon of the ſaid joint trading, and all loſſes and damages which ſhould from time to time, during the ſaid term of copartnerſhip, come, grow due or happen to or in the ſaid joint ſtock, by bad debts or otherwiſe, and all the rents and repairs of the ſaid ſeveral meſſuages or places in which the ſaid trade or buſineſs was carried on and managed, and all charges, pariſh duties, tithes and payments, for or in reſpect of the ſaid premiſes or joint trade only, or of the ſaid joint ſtock, and all wages for ſervants, journeymen and labourers, ſhould be borne and allowed by and between the ſaid parties equally: **And whereas** in and by indenture of bargain and ſale, bearing date, *&c.* made between the ſaid *C. M.* of the one part, and the ſaid *J. P.* of the other part, the ſaid *C. M.* (in conſideration of the ſum of one thouſand pounds, of, *&c.* to him paid by the ſaid *J. P.* and in conſideration of the further ſum of four hundred and ſixty three-pounds, ſecured to be paid by the ſaid *J. P.* to the ſaid *C. M.* in ſuch manner as by indenture then intended to bear date the day next after the day of the date of the ſaid laſt recited indenture of bargain and ſale, and to be made between the ſaid *J. P.* of the one part, and the ſaid *C. M.* of the other part,) **Did** bargain, ſell and aſſign unto the ſaid *J. P.* **One Moiety** or half part, (the whole into two equal parts to be divided) of and in the ſtock and trade of and belonging to him the ſaid *C. M.* and the gains, profits, proceed, benefit and increaſe thereof, and of the elaboratories, coppers, ſtills, furnaces, wares, goods, merchandizes and commodities, and all other things appertaining to the ſaid ſtock or trade; **To hold**, receive, take and enjoy the ſame, unto the ſaid *J. P.* his executors, adminiſtrators and aſſigns, to his and their own uſe, and as his and their own goods, chattels, ſtock and eſtate from thenceforth for ever, as in and by the ſaid laſt recited indenture, reference, *&c.* **And whereas** in purſuance of the ſaid agreement, in the ſaid laſt indenture of the ſaid, *&c.* mentioned by indenture of bargain and ſale the fourth day of, *&c.* and made between the ſaid *J. P.* of the one part, and the ſaid *C. M.* of the other part, he the ſaid *J. P.* for ſecuring payment of the ſaid ſum of four hundred and ſixty-three pounds, to him the ſaid *C. M.* with intereſt for the ſame, or part thereof, *Did* bargain and ſell to the ſaid *C. M.* **All the ſaid** moiety or half part of the ſaid ſtock, elaboratories, coppers, ſtills, furnaces, wares, goods, merchandizes and commodities, and all other things whatſoever, which were bargained, ſold and aſſigned by him the ſaid *C. M.* to him the ſaid *J. P.* as aforeſaid, and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid *J. P.* his executors, adminiſtrators and aſſigns, in, to and out of the ſame, and every part and parcel thereof: **To hold**, receive and enjoy the ſame, with their appurtenances, unto the ſaid *C. M.* his executors, adminiſtrators and aſſigns, to his and their own proper uſe and behoof for ever: **Subject** *neverthelefs* to redemption upon payment of the ſaid ſum of four hundred and ſixty-three pounds at ſuch times, with intereſt for two hundred and thirty-one pounds, ten ſhillings, part thereof, as therein is mentioned, as in and by the ſaid laſt recited indenture of bargain and ſale, relation being thereunto had, may more at large appear: **And whereas** the ſaid ſum of one thouſand pounds ſo paid to the ſaid *C. M.* by the ſaid *J. P.* was advanced to him the ſaid *J. P.* by the ſaid *V. P.* upon the ſaid *J. P.* and *C. M.* becoming jointly and ſeverally bound to the ſaid *V. P.* in one bond or obligation, bearing date on or about the 22d day of December in the year 1731, in the penal ſum of one thouſand pounds, conditioned for the payment of intereſt of the ſaid ſum of one thouſand pounds half-yearly, after the rate of four pounds ten ſhillings *per cent. per annum*, to the ſaid *V. P.* during his natural life: **And whereas** the ſaid *J. P.* did afterwards pay and bring into the caſh of the ſaid copartnerſhip, the ſum of fifty pounds, of his own proper monies, over and above the ſaid ſum of one thouſand pounds, in order to carry on the ſaid trade, which ſaid trade and joint dealing hath been hitherto carried on from the commencement thereof in the joint names of them the ſaid *C. M.* and *J. P.* by means whereof ſeveral debts have been contracted and are now due and owing to, by and from the ſaid partnerſhip, or by means thereof: **And whereas** ſeveral unhappy differences, controverſies and diſputes have ariſen between the ſaid *C. M.* and *J. P.* ſince the copartnerſhip hath been entered into between them, inſomuch, that the ſaid *J. P.* did in or about Trinity term laſt, or in the vacation of the ſaid term exhibit a bill againſt the ſaid *C. M.* in the high Court of Chancery, to be relieved againſt ſeveral matters and things thereby ſuggeſted and complained of, to which bill the ſaid *C. M.* hath put in his anſwer, and no further ſum or ſums of money have been paid by the ſaid *J. P.* into the ſaid copartnerſhip, nor hath any part of the ſaid ſum of four hundred and ſixty-three pounds been paid to the ſaid *C. M.* by the ſaid *J. P.* in purſuance of the ſaid recited indenture of mortgage; and further ſuits, differences and controverſies in law and equity being likely to ariſe between the ſaid *C. M.* and the ſaid *J. P.* which may occaſion great trouble, expence, and charge, **This Indenture thereforе witneſſeth**, that for the compromiſing, finally ending, and abſolutely determining all differences, controverſies, actions, ſuits, debts, accounts and demands whatſoever had, made, moved, depending, ariſing or accruing, or which at any time or times hereafter may be had, made, moved, ariſe or accrue by or between all or any of the ſaid parties to theſe preſents, for or by reaſon or means of the ſaid copartnerſhip, or of any matter or thing relating thereto, reſulting therefrom, or otherwiſe howſoever, **It hath** been conſented to and agreed by and between all the ſaid parties to theſe preſents, that the ſaid partnerſhip ſhould be abſolutely diſſolved and determined: **And** the ſaid *C. M.* and *J. P.* in purſuance of the ſaid agreement (by and with the privity and conſent of the ſaid *V. P.* teſtified, *&c.*) **Do** hereby mutually declare, covenant and agree to and with each other, that the ſaid partnerſhip entered into between them, now is, and from the date of theſe preſents ſhall be abſolutely diſſolved and utterly determined; **And** both parts of the ſaid indenture of copartnerſhip, together wirh the ſeveral herein before-recited deeds of bargain and ſale and aſſignment, by their mutual conſent and agreement have been cancelled, at and immediately before the ſealing and delivery hereof: **And** it hath been further agreed by and between all the ſaid parties, that the ſaid *V. P.* ſhall deliver up the ſaid recited bond or obligation to the ſaid *C. M.* to be cancelled; and that in conſideration thereof, and of the ſum of two hundred pounds, of lawful, *&c.* to be paid to the ſaid *V. P.* at and before the ſealing and delivery of theſe preſents, and of the fur-

As to each party's right, &c.

Equal moieties. All debts, loſſes rents and other incident charges to be equally borne.

As to the head partner's bargain and ſale to the other party of a moiety

of his ſtock, &c.

Habendum.

As to bargain and ſale back again, to ſecure payment of the monies by him to be advanced.

Habendum.

As to money advanced by one of the parties father.

As to differences.

As to a bill in chancery.

1ſt conſideration, as to determining differences, &c.

As to diſſolution of partnerſhip.

As to a bond being delivered up, and other previous agreements.

ther ſum of five hundred pounds, to be ſecured to be paid to the ſaid *V. P.* on the 24th day of June next, by the bond or obligation of the ſaid *C. M.* as herein after is mentioned, The ſaid *J. P.* ſhould bargain and ſell All his ſaid moiety of and in the ſaid joint ſtock, goods, merchandizes, debts and effects whatſoever, and ſhould alſo releaſe all his right, title, intereſt and demand, of, in and to the ſame, and ſhould give a letter of attorney to the ſaid *C. M.* to receive and recover the debts ſtanding out and belonging to the ſaid copartnerſhip in ſuch ſort, manner and form, as herein after is mentioned and expreſſed; and that the ſaid *C. M.* ſhould give his covenant to indemnify the ſaid *J. P.* therein, and againſt all debts owing by or from the ſaid copartnerſhip, and that the ſaid *C. M.* and *J. P.* ſhould mutually releaſe each other of all articles, covenants, agreements and demands whatſoever (except the covenants and agreements herein contained, in ſuch ſort, manner and form, as herein after is mentioned and expreſſed); and that the ſaid *J. P.* ſhould cauſe his ſaid bill in equity to be diſmiſſed without coſts, the ſaid *C. M.* by his counſel conſenting thereunto: And whereas in purſuance of the ſaid agreement, the ſaid *C. M.* by one bond or obligation, bearing even date with theſe preſents, is become bound unto the ſaid *V. P.* in the ſum of one thouſand pounds, with the condition thereunder written, to be void upon the payment of the ſum of five hundred pounds, of, *&c.* unto the ſaid *V. P.* on the 24th day of June next: Now this Indenture further witneſſeth, that in further purſuance of the ſaid agreement, and for and in conſideration of the ſum of two hundred pounds, of, *&c.* (by the direction and appointment of the ſaid *J. P.* teſtified by his being a party hereto, and ſealing and delivery of theſe preſents) well and truly paid by the ſaid *C. M.* to the ſaid *V. P.* the receipt whereof the ſaid *V. P.* doth hereby acknowledge, and thereof he the ſaid *V. P.* and alſo the ſaid *J. P.* do, and each of them doth releaſe and diſcharge the ſaid *C. M.* his executors, adminiſtrators and aſſigns, and every of them: And alſo for and in conſideration of the ſaid ſum of five hundred pounds, ſo ſecured to be paid to the ſaid *V. P.* by the ſaid recited bond or obligation of the ſaid *C. M.* and alſo of the ſum of five ſhillings, of like lawful money to him the ſaid *J. P.* in hand paid by the ſaid *C. M.* at and before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *J. P.* doth hereby acknowledge, he the ſaid *J. P.* hath bargained, ſold, aſſigned and releaſed, and by theſe preſents Doth fully, abſolutely and clearly bargain, *&c.* unto the ſaid *C. M.* All the ſaid moiety or half-part (the whole into two equal parts to be divided) of and belonging to him the ſaid *J. P.* in the ſaid joint ſtock and premiſes ſo bargained, ſold and releaſed to him by the ſaid *C. M.* and the gains, profit, proceed, benefit and increaſe thereof from the ſaid 1ſt day of January laſt paſt, and alſo of and in the ſaid elaboratories, coppers, ſtills, furnaces, wares, goods, merchandizes, ready monies, debts, commodities, and other things appertaining to the ſaid joint trade, and all the eſtate, *&c.* To have and to hold, receive, take and enjoy the ſaid half-part or proportion (the whole ſtock into two equal parts to be divided as aforeſaid) of and in the joint ſtock and premiſes hereby bargained, ſold, aſſigned and releaſed, or meant, mentioned or intended ſo to be, and every part and parcel thereof, with the appurtenances, unto the ſaid *C. M.* his executors, adminiſtrators and aſſigns, to his and their own proper uſe, and as his and their own proper goods, chattels, ſtock and eſtate, from henceforth for ever. And the ſaid *J. P.* doth for himſelf, his executors and adminiſtrators, hereby for the conſiderations aforeſaid, and the better to enable the ſaid *C. M.* to recover in and receive the ſaid debts, ſum and ſums of money, now due and owing to the ſaid joint ſtock and trade, make, conſtitute and appoint him the ſaid *C. M.* his executors, adminiſtrators and aſſigns, his true and lawful attorney and attornies, and doth give and grant to him and them full power and authority in the joint names of them the ſaid *C. M.* and *J. P.* or in the name of the ſaid *J. P.* alone, as occaſion may require, but to the proper uſe and behoof of him the ſaid *C. M.* his executors, adminiſtrators and aſſigns, and without giving any account for the ſame, to aſk, demand, receive, ſue for, recover, compound, acquit and diſcharge the ſaid debts, or any of them, the ſaid *J. P.* giving and hereby granting to the ſaid *C. M.* his executors, adminiſtrators and aſſigns, full power and abſolute authority to do all and every act and acts, thing and things herein, as to him the ſaid *C. M.* his executors or adminiſtrators, ſhall ſeem meet. And the ſaid *J. P.* for himſelf, his executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *C. M.* his executors and adminiſtrators, that he the ſaid *J. P.* ſhall not nor will revoke or countermand the authority hereby given, but that he, his executors or adminiſtrators, ſhall and will from time to time, as often as there ſhall be occaſion, ratify and confirm the ſame, and alſo give and grant to the ſaid *C. M.* his executors or adminiſtrators, ſuch further authority and power in the premiſes, as the ſaid *C. M.* his executors or adminiſtrators, or his or their counſel learned in the law, ſhall reaſonably deviſe, adviſe and require, at the coſt and charges of the ſaid *C. M.* his executors or adminiſtrators. In Witneſs, &c.

As to a bond of even date.

2d conſideration.

Aſſignment and releaſe from one of the parties to the other, of his moiety in ſtock.

Letter of attorney thereon.

Joint names.

Covenant, viz. not to revoke, but to ratify and give any further power.

*(Kitchin.)*

*Articles of Copartnerſhip in the Trade of a Dyer, between two, with proper Covenants. The firſt Party ſupplies the Skill and Induſtry, and the ſecond Party advances the Money.*

Articles of Agreement indented, made, concluded and agreed upon this 17th day of May, in the twentieth year, *&c.* and in the year of our Lord 1780, Between *A. A.* of, *&c.* of the one part, and *B. B.* of, *&c.* of the other part, as follows.

Recital, that one party not having ſufficient &c. hath applied to the other, which he agrees to upon terms, &c.

WHEREAS the ſaid *B. B.* hath for ſome time been minded and deſirous again to ſet up the trade of a Dyer in Charlton, but hath not hitherto been able to effect the ſame for want of a dye-houſe and other neceſſary accommodations there, and for that he hath not a ſufficient ſtock to carry on the ſaid trade, and therefore hath lately applied himſelf to the ſaid *A. A.* to aſſiſt him therein, which the ſaid *A. A.* is willing and ready to do upon the terms, and for the conſiderations therein after mentioned. Now therefore theſe Preſents witneſs, that it is hereby mutually and reciprocally concluded, declared and agreed by and between the ſaid parties to theſe preſents, in manner following; *(that is to ſay)*

The laſt party covenants that the firſt ſhall enjoy certain tenements for ſeven years, &c.

First, The ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, in manner following, *(that is to ſay)* That he the ſaid *B. B.* ſhall and may peaceably and quietly have, hold and enjoy, for and during the term of nine years next enſuing the date hereof, if they the ſaid *A. A.* and *B. B.* ſhall both

both ſo long live, at and under the yearly rent of one pepper-corn, payable at the feaſt of the Nativity of St. John the Baptiſt, if lawfully demanded, **All** [*here to be inſerted the parcels*] **And further** that he the ſaid *A. A.* ſhall and will during the continuance of the ſaid term of nine years, determinable as aforeſaid, advance and lend to the ſaid *B. B.* without intereſt, ſuch ſum and ſums of money as he ſhall from time to time have occaſion for in order to carry on his ſaid trade and buſineſs; and alſo, that he the ſaid *A. A.* ſhall and will uſe his endeavour from time to time to promote and advance the ſaid trade of the ſaid *B. B.* during the ſaid term, by ſending him cloth to be dyed, and recommending cuſtomers to him on that account, as he ſhall have opportunity; **And alſo** that he the ſaid *A. A.* ſhall and will during the term aforeſaid, pay and allow to the ſaid *B. B.* for the dying of all cloth which the ſaid *A. A.* ſhall ſend to him for that purpoſe, in caſe the ſame be done according to the ſtandard or pattern agreed upon between them, and to which both their ſeals are affixed, after the rate of eight pounds for every cloth commonly called a long Worceſter cloth, and ſo proportionably for any greater or leſs quantity: **And in Caſe** any ſuch cloths ſhall be dyed with the ingredients mentioned on the back ſide of theſe articles, then and in ſuch caſe he the ſaid *A. A.* ſhall and will pay and allow unto the ſaid *B. B.* ſo much more, over and above the ſaid eight pounds for each cloth, as ſuch ingredients ſo uſed as aforeſaid did at firſt coſt the ſaid *B. B.* and no more.

and to lend money.
and to promote the trade by ſending cloth to be died, &c.
and to allow certain prices for dying with certain materials.
Proviſion as to other materials aſcertained.

**In Conſideration** of the premiſes he the ſaid *B. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant, to and with the ſaid *A. A.* his executors and adminiſtrators, in manner following, *(that is to ſay)* that he the ſaid *B. B.* ſhall and will forthwith ſet up his ſaid trade of a Grain-Dyer in the ſaid dye-houſe, and carry on and follow the ſame with the utmoſt care, application and diligence, for and during all the ſaid term aforementioned, and provide himſelf from time to time with all ſuch wares, materials and ingredients as are neceſſary and requiſite for carrying on the ſame: **And alſo** that the ſaid *A. A.* ſhall and may from time to time, during the term aforeſaid, have, receive and take to and for his own proper uſe and benefit the ſum of forty pounds of lawful money of England, out of, and for every hundred pounds which the ſaid *B. B.* ſhall earn, get or contract, for, in or by the ſaid trade or buſineſs of a Dyer, to be reckoned and computed according to the original agreement with his cuſtomers, without any abatement or deduction, for or in reſpect of any damage or loſs which he ſhall or may ſuſtain by means of his non-performance, or not due performance of ſuch agreement or otherwiſe; and ſo proportionably for any greater or leſs ſum than one hundred pounds. **And** for the more punctual payment thereof he the ſaid *B. B.* doth hereby covenant and agree, that he will not at any time or times hereafter, during the ſaid term of nine years, without the expreſs order of the ſaid *A. A.* in writing under his hand, receive any debt or debts, ſum or ſums of money which ſhall grow due for work done in or about his ſaid trade, from any of his cuſtomers, but ſhall and will from time to time permit and ſuffer the ſaid *A. A.* to receive the ſame, and thereout in the firſt place to deduct the ſaid forty pounds *per cent.* for his own uſe and benefit, and after deduction thereof to employ the reſidue thereof in manner following; *(that is to ſay)* [*Here certain particulars were to be inſerted.*] **And** in caſe the ſaid *B. B.* ſhall at any time or times hereafter, by virtue of ſuch order as aforeſaid, receive any ſuch monies or debts, then and ſo often he the ſaid *B. B.* ſhall and will forthwith, or ſo ſoon after as conveniently may be, bring and pay over the ſame to the ſaid *A. A.* for the purpoſes aforeſaid; and further, that he the ſaid *B. B.* ſhall and will from time to time, during the aforeſaid term of nine years dye, or cauſe to be dyed in good and workmanlike manner, all the cloth which the ſaid *A. A.* ſhall ſend, or cauſe to be ſent to him for that purpoſe, according to the ſtandard or pattern aforeſaid, and after the rate aforeſaid; **And** if at any time or times the ſaid *A. A.* ſhall give order or direction to make uſe of the aforeſaid ingredients, or any of them, in dying ſuch cloths, then and ſo often the ſame ſhall be uſed accordingly, without taking or demanding on that account more than what ſuch ingredients ſo uſed firſt coſt the ſaid *B. B.* **And further**, that he the ſaid *B. B.* ſhall and will from time to time during the term aforeſaid, keep or cauſe to be kept true and faithful accounts of all his dealings, contracts, work and buſineſs in or about his ſaid trade, and of all debts and monies which ſhall from time to time grow due or become owing to him on the account thereof; **And** for the more full and clear evidencing and diſcovery thereof, ſhall and will keep, or cauſe to be kept, one or more book or books of accounts, wherein all ſuch dealings, contracts, debts, matters and things ſhall be from time to time fairly entered and wrote down; **Which** book or books of account ſhall be always kept in ſome convenient place belong to the ſaid dye-houſe, to which the ſaid *A. A.* ſhall or may have always free liberty to reſort and come, and to peruſe, read, tranſcribe and copy out the ſame, or any part thereof, at his own will and pleaſure. **And moreover**, that he the ſaid *B. B.* ſhall and will from time to time, during the ſaid term of nine years, honeſtly and faithfully inſtruct the ſaid *A. A.* in the whole art and myſtery of the ſaid trade of dying, and fully diſcloſe and lay open to him all ſecrets, matters and things relating thereto: **In Conſideration** whereof the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *B. B.* his executors and adminiſtrators, that he the ſaid *A. A.* will not at any time during the ſaid term of nine years, if the ſaid *B. B.* ſhall in the mean time truly perform and keep all and every the covenants and agreements herein contained on his part to be done and performed, ſet up or follow the ſaid trade or buſineſs of dying on his own account. **And the ſaid** *B. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *A. A.* his executors and adminiſtrators, that he the ſaid *B. B.* ſhall and will at his own proper coſts and charges, from time to time, and as often as need ſhall require, during the ſaid term of nine years, well and ſufficiently repair, amend, uphold, ſupport, maintain and keep the ſaid dye-houſe, rooms, chamber, and other the premiſes, and ſhall and will leave, ſurrender, and yield up the ſame ſo well and ſufficiently repaired and kept at the end or other ſooner determination of the ſaid term; **And alſo** ſhall and will during the ſaid term allow and pay one full third part of the charge of maintaining and keeping the ſaid garden in good order and repair from time to time. **Provided always**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſaid *B. B.* ſhall not in all things well and truly obſerve, perform, and keep all and every the covenants, grants and agreements herein before contained on his part to be done and performed, according to the true intent and meaning hereof, that then from and after any breach thereof, and at all times from thenceforth, all and every the covenants, grants, articles and agreements herein contained on the part and behalf of the ſaid *A. A.* ſhall ceaſe, determine, and be utterly void and of none effect, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And laſtly**, Each of them the ſaid *A. A.* and *B. B.* doth hereby bind and oblige himſelf, his heirs, executors,

The firſt party covenants to ſet up the trade, &c.
and to allow the other party a certain proportion of profits without deduction for damages of goods, &c.
The firſt party covenants that the ſecond party receive the money, and deduct his ſhare.
and apply the reſidue,
and that if the firſt party receives any, he ſhall pay over to the other,
and that he will well dye the cloths which the other ſends to him.
Proviſion as to particular ingredients,
and to keep true accounts,
and books,
of which the other may take copies,
and that the firſt party will inſtruct the other, &c.
The ſecond party covenants not to follow the ſame trade, &c.
The firſt party covenants to repair, &c.
A proviſo that if the firſt party do not perform, &c. the covenants, &c. of the other party to ceaſe.

Mutual obligations in penal ſums for performance.

tors and adminiſtrators, to the other of them, his executors and adminiſtrators, in the penal ſum of four thouſand pounds of lawful money of Great Britain, for the true and faithful performance of all and every the covenants, grants, articles and agreements herein before contained, and which by them reſpectively are or ought to be obſerved, performed and kept as aforeſaid. In Witneſs, &c.

*(Horſeman.)*

*Articles of Copartnerſhip between two Perſons, whereby no preſent Stock is depoſited, but each Party is to advance Money monthly.*

Recital as to the leaſe of premiſes to the parties. As to their agreement of being partners.

THIS Indenture, &c. Between *T. N.* of, *&c.* of the one part, and *J. D.* of, *&c.* of the other part. Whereas they the ſaid *T. N.* and *J. D.* by virtue of a certain indenture of leaſe, bearing date, *&c.* and made to them from *R. B.* of, *&c.* and *A.* his wife, are now intitled to and in poſſeſſion of a meſſuage, *&c.* And whereas they the ſaid *T. N.* and *J. D.* (parties hereto) have agreed to become copartners and joint traders together in the trade, *&c.* for the term, *&c.* Now this Indenture witneſſeth, that they the ſaid *T. N.* and *J. D.* for and in reſpect of the truſt, good opinion and confidence which each of them hath for and repoſeth in the other; and to the intent the better to ſupport themſelves, and improve their reſpective eſtates, it is hereby mutually covenanted, *&c. (to be copartners, &c.)*

Conſideration, &c.

Covenant to be copartners.

And it is hereby further agreed and covenanted by and between the ſaid parties, and to the end, intent and purpoſe, the better to enable them the ſaid parties to carry on ſuch trade or buſineſs and workmanſhip thereof as aforeſaid; it is hereby further covenanted and agreed between the ſaid parties hereto, that each of them the ſaid parties ſhall immediately after the executing hereof, and afterwards every week or month, or otherwiſe, equally advance ſuch ſums of monies from time to time in every year during this copartnerſhip, and as they the ſaid parties ſhall mutually agree, as ſhall be neceſſary and ſufficient for and as a ſtock, As well for the buying of all ſuch ——— to be by them ſold, bartered or vended as aforeſaid; As alſo for the buying all ſuch tools, inſtruments, oil, *&c.* and all other neceſſary materials whatſoever to be uſed for the working, and other things for ſale, or otherwiſe; as likewiſe for the paying and defraying of all other neceſſary and incident charges and expences whatſoever, relating to the buying, bartering, ſelling and vending of ſuch ——— and other things, or otherwiſe touching or concerning the ſaid joint-trade or buſineſs:

Each party to advance monies weekly, or otherwiſe.

For buying goods and materials, and paying all incident charges.

And as to each party's ſhare, viz. &c.

And further, that all ſuch monies or ſtocks ſo to be advanced as aforeſaid, and all gains, increaſe, profit, produce and proceed thereof, ſhall be uſed and employed by and between the ſaid parties to theſe preſents, to and for their joint uſes, and upon their joint account, both of profit and loſs, according to their reſpective ſhares therein, and the covenants and agreements herein after mentioned and expreſſed, touching the ſame; *(that is to ſay,)* That they the ſaid parties, and their reſpective executors and adminiſtrators, ſhall at all times during the continuance of this copartnerſhip, and at the determination of the ſame, have a ſeveral and particular right, title and intereſt, as well of, in and to all ſuch monies as ſhall be ſo advanced by them in ſtock, as alſo of, in and to all monies, debts, profits and produce thereby ariſing, in manner as follows; *viz.* As to one moiety or half thereof, (the whole into two equal parts to be divided) the ſame ſhall go, belong, and be to and for the uſe and benefit of the ſaid *T. N.* his executors, adminiſtrators and aſſigns; and as to the other moiety or half-part thereof, the ſame ſhall go, belong, and be to and for the uſe and benefit of the ſaid *J. D.* his executors, adminiſtrators and aſſigns;

and each party to have the ſame, &c.

And that either of the ſaid parties, his executors and adminiſtrators, ſhall and may, during and at the end or other diſſolution of this copartnerſhip, have, receive and take, and be truly anſwered and paid their ſaid reſpective parts and ſhares of and in all ſuch ſtock, monies, debts and produce thereof, in manner as aforeſaid;

No benefit of ſurvivorſhip.

And that neither of the ſaid parties ſhall be intitled to, nor have any right, benefit or advantage whatſoever of ſurvivorſhip, either in relation to the herein before mentioned leaſe of the ſaid meſſuages or tenements, or to any ſuch monies and ſtock ſo to be advanced as aforeſaid, or any the debts or produce ariſing by the ſaid joint-trade during this copartnerſhip, or at the end thereof upon the death of each other, otherwiſe than as is herein after mentioned;

The monies advanced to be uſed in the trade only, and not otherwiſe.

And that all ſuch monies and ſtock ſo to be advanced and made as aforeſaid, ſhall be by them the ſaid parties uſed, diſpoſed and employed in the ſaid joint-trade or buſineſs, in manner as aforeſaid, for the utmoſt profit and advantage of them the ſaid parties in ſuch moieties as aforeſaid, and not otherwiſe.

To be juſt to each other, and to uſe the utmoſt endeavours for improvement, &c.

And it is hereby further mutually covenanted and agreed by and between the ſaid parties in manner as follows, *viz.* That each of them the ſaid parties, during the ſaid copartnerſhip, ſhall and will at all times employ and endeavour themſelves diligently to the utmoſt of their power, knowledge and ſkill, as well in the workmanſhip belonging to the ſaid joint-trade, as alſo in and about all and every the buyings, ſellings, dealings, and other affairs thereof, to and for the moſt benefit and advantage of the ſaid joint trade and ſtock that they can or may; and that each of them the ſaid parties ſhall be juſt, true and faithful to and with each other, in all and every the buyings, ſellings, receipts, payments, accounts, and in the work and buſineſs touching or concerning the ſaid joint trade;

Trade to be carried on in their joint names.

And that the ſaid joint trade and buſineſs ſhall, during the ſaid term, be managed and carried on in the joint names of them the ſaid *T. N.* and *J. D.* and that neither of the ſaid parties ſhall or will at any time or times, during the term of this copartnerſhip, have or uſe any other manner or trading ſolely by or for himſelf, or jointly with or for any other perſon or perſons, but only to and for the joint uſe and benefit of them the ſaid parties, in manner as aforeſaid, without the conſent of the other of them firſt had in writing for that purpoſe;

Neither party to uſe any other trade without conſent.

And that neither of them the ſaid parties, without the conſent of the other, ſhall or will at any time, during ſaid copartnerſhip, enter into any ſtatute, judgment, bond, recognizance, or become bail or ſurety with or for any perſon or perſons whatſoever, for any ſum or ſums of money whatſoever, without the conſent of each other, nor do, commit, or wittingly ſuffer to be done, any act, matter or thing whatſoever, whereby, or by reaſon or means whereof, the ſaid joint trade, or any part thereof, ſhall or may be in any wiſe attached, ſeized, extended, taken in execution, or impeached or incumbered in any manner howſoever;

Not to become bail, &c. As to either of the parties confeſſing a judgment, &c.

And that if at any time during this copartnerſhip, the ſaid *T. N.* ſhall procure, permit or ſuffer any judgment to be recovered or obtained againſt him for any ſum or ſums of money whatſoever (not due upon account of the ſaid joint trade;) and in caſe any execution ſhall be thereupon proſecuted or ſued forth againſt his perſon, or his part or ſhare in the ſaid then joint ſtock and trade; that then and in ſuch caſe, he the ſaid *T. N.* without his immediate making ſatisfaction for the ſame out of his own proper monies, ſhall that moment forfeit

forfeit and loſe all his part or ſhare of and in the ſaid ſtock and trade, unto the ſaid *J. D.* and alſo from thenceforth ſhall loſe all his then future benefit and produce to ariſe or be had or made thereby; any thing herein contained to the contrary thereof notwithſtanding: **And**, &c. (*The like covenant from the ſaid* J. D.) **And** that neither of the ſaid parties ſhall or will (without the conſent of the other) at any time during this copartnerſhip, lend, deduct or take out any of the monies which ſhall or may any ways belong to ſuch ſtock to be ſo put in as aforeſaid, or out of the proceed or improvement thereof, (other than and except on their monthly accounting, as herein after mentioned, and for the affairs and buſineſs of the ſaid joint trade and dealing,) nor ſhall, without the conſent of each other, buy or take up any goods, nor ſell or deliver out upon credit any goods or commodities belonging to the ſaid joint trade, to any perſon or perſons of whom either of the ſaid parties ſhall before hand give notice to the other of them, that he, ſhe or they may not be truſted. **And it is hereby further mutually covenanted, agreed and declared** by and between the ſaid parties, that as well the ſaid yearly rent of ſeventeen pounds, reſerved and payable for the before mentioned meſſuage or tenement and premiſes, as alſo all parliamentary taxes, pariſh-duties, rent for water, and alſo all other aſſeſſments and duties whatſoever, (the land-tax only excepted) which now or at any time or times hereafter, during the continuance of this copartnerſhip, ſhall be charged or impoſed upon the ſaid meſſuage and premiſes, or upon the ſaid ſtock and trade; and likewiſe all board and charge of maintaining of apprentices, expences, gifts, journeymen's wages, loſſes and damages happening by any fire or otherwiſe, to or in the ſaid ſtock or trade, as alſo by bad debts, decay in the value of goods, unfaithfulneſs or other defaults of ſervants, ſuits in law or equity, or any other inevitable accident, and all other charges whatſoever, neceſſarily ariſing for any other matter or thing whatſoever touching this copartnerſhip, ſhall at all times, and at the end thereof, be borne, paid and ſatisfied by and between the ſaid copartners, ſhare and ſhare alike: **And whereas** the ſaid meſſuage or tenement being let to both the ſaid parties, and he the ſaid *T. N.* not now dwelling in any part thereof, and he the ſaid *J. D.* now holding the old building quite upright, together with the waſh-houſe thereunto adjoining, being part of the ſame, and there being another part thereof which is new built in, *&c.* **Now it is hereby further agreed and covenanted** by and between the ſaid parties hereunto, that until ſuch new building ſhall be let, or his the ſaid *T. N.*'s reſidence or dwelling therein, that he the ſaid *J. D.* ſhall yearly, during the ſaid copartnerſhip, allow and pay quarterly unto the ſaid *T. N.* the ſum of two pounds five ſhillings *per annum*, for the ſaid old building and waſh-houſe now enjoyed by him as aforeſaid; **And further**, that from and after ſuch new building ſhall be let to any perſon or perſons during this copartnerſhip, that the rent thereof ſhall go and be equally divided between them the ſaid parties during the time of ſuch letting thereof. **And it is hereby mutually covenanted, agreed and declared** by and between the ſaid parties hereunto, that no apprentice, during the ſaid term, ſhall be taken by either of them the ſaid copartners into the ſaid joint trade or buſineſs, without the mutual conſent of each other, and that in caſe any ſuch apprentice or apprentices, during the ſaid copartnerſhip, ſhall be by them ſo taken, that then and in ſuch caſe, all and every ſum and ſums of money to be had and received with every ſuch apprentice, ſhall be equally divided between them the ſaid parties, ſhare and ſhare alike; **And alſo** that each of them the ſaid parties ſhall have free liberty and authority, during this copartnerſhip, to command and employ each other's apprentices in and about the buſineſs relating to the ſaid joint trade. **And moreover**, for the better manifeſtation of juſt and upright dealings between them the ſaid parties, it is hereby further mutually covenanted and agreed by and between them, in manner as follows, *viz.* That each of them at their equal charge ſhall provide proper book or books of account, and ſhall at all times, during this copartnerſhip, write and enter, or cauſe to be written and entered therein, true particulars of all monies diſburſed, received and paid upon account of the ſaid joint trade, and of all goods bought and ſold, taken in or delivered out with their ſeveral rates and prices, and of all debts and dues which ſhall be owing by or to the ſaid joint trade, with all other needful and neceſſary circumſtances for the clearing and making appear their true and upright dealings to and with each other; and that all bonds, notes and other ſecurities whatſoever, which ſhall be taken for any buſineſs relating to the ſaid joint trade during this copartnerſhip, either for goods ſold upon credit or bought in, ſhall be entered into the ſaid book or books, and ſhall be taken in the joint names of them the ſaid copartners, and that the ſame ſhall be kept in ſome convenient place as ſhall be agreed upon between them the ſaid parties; whereunto each of them ſhall have free acceſs to view, examine, caſt up, or copy out the ſame at their reſpective pleaſures, without any interruption of the other; and that it ſhall not be lawful for either of them, without the conſent of the other, to obliterate, deface or alter, or to remove the ſame from the place where the ſame ſhall be ſo kept, nor detain the ſame from each other: **And further alſo**, That the ſaid copartners ſhall and will, once in every year during this copartnerſhip, *viz.* ſome time in the month of January, and alſo at the end or other determination or diſſolution thereof, or within forty days next after ſuch determination of the ſame, make and caſt up a true, full, juſt and general account and reckoning in writing of their ſtock and trade, and of all goods, debts, profits, and other payments and receipts touching and concerning the ſame, and upon finiſhing every ſuch yearly or general account, the particulars thereof ſhall be written down and entered into two books to be provided for that purpoſe; and they the ſaid parties to ſubſcribe their names to the foot or balance of every ſuch account, and each of them to keep one of the ſaid books for his own uſe, and that no ſuch account ſo paſſed and ſubſcribed ſhall be afterwards diſputed, controverſed or called in queſtion, unleſs ſome ſpecial error ſhall appear to have been made and paſſed therein during this copartnerſhip, or after the end thereof; and furthermore, that they the ſaid parties, at the end of every ſuch monthly, yearly or general account to be ſo made as aforeſaid, (after payment of the rent of the ſaid meſſuage or tenement, taxes and pariſh-rates when due for the ſame, and of all charges and diſburſements of what nature ſoever relating to the ſaid joint trade and buſineſs, to be ſo carried on in the manner as herein before mentioned and agreed touching the ſame, and alſo after payment or ſatisfaction of all debts by them due and owing upon account of their ſaid joint trade, according to their reſpective moieties or ſhares therein as aforeſaid,) ſhall then immediately make an equal partition or diviſion between them of their then reſidue of the whole ſtock and produce thereof, ſhare and ſhare alike: **And further alſo**, in caſe either of the ſaid parties hereto ſhall happen to die before the end of this preſent copartnerſhip, or before or after any ſuch general account ſo made up, and ſtated and ſubſcribed between them in manner as aforeſaid, and that there ſhall be any debts due from or to the ſaid parties hereto on account of the ſaid joint trade; that then and in that caſe, all ſuch debts as ſhall be then due from the ſaid parties on account of ſuch their joint trade, ſhall be by them then forthwith equally paid by the ſurviving partner, and the executors or adminiſtrators

Not to lend money, &c.

Not to buy or truſt, &c.

All charges, &c. to be paid by partners.

As to the new and old building of the meſſuage, &c.

As to apprentices.

As to the books and monthly accounts.

ſtrators of the partner ſo dying; and that then and in ſuch caſe all and every the debts, as ſhall be then due to the ſaid copartners on account of their ſaid joint trade, ſhall be likewiſe equally ſhared and divided between the ſaid ſurviving partner, and the executors or adminiſtrators of the partner ſo dying, and in caſe they cannot agree touching the diviſion thereof, then the ſame ſhall be done by caſting of lots as in ſuch caſe uſually accuſtomed; and that then and in ſuch caſe alſo, the ſurviving partner within ten days next after the deceaſe of his partner do, ſhall and will (if ſo required) at the requeſt and charge of the executors or adminiſtrators of the partner ſo dying, and at his, her or their expence, either aſſign, or elſe pay or ſecure to be paid to the executors or adminiſtrators, all ſuch deceaſed partner's ſhare of and in all and every the debts ſo due to the ſaid joint trade as aforeſaid, within twenty days then next following: **And further alſo,** that from and after ſuch end or other determination of this preſent copartnerſhip, all ſuch debts as ſhall be then due to the ſaid joint trade, and ſo to be divided in manner as aforeſaid, ſhall go, belong and appertain to the parties as follows, *viz.* The debts ſo ſhared, divided or allotted to the executors or adminiſtrators of the party dying, ſhall go and be to his, her or their uſe or benefit; and the debts ſo divided, ſhared or allotted to the ſurviving party, ſhall go and be to and for the uſe and benefit of him, his executors and adminiſtrators, and that all ſuch debts ſo reſpectively ſhared, divided or allotted in manner as aforeſaid, ſhall and may be ſo received, had, taken and enjoyed accordingly; and that as well the ſurviving partner, his executors and adminiſtrators, as alſo the executors or adminiſtrators of the party dying, ſhall not, without the conſent in writing of each other, releaſe, diſcharge, compound or acknowledge ſatisfaction for any ſuch debt or debts, but ſhall by all lawful ways and means whatſoever, as ſhall be requeſted of each other, and at the charge of ſuch perſons ſo requeſting, do all lawful and reaſonable acts and things, either by letter of attorney, or otherwiſe, for the better enabling each other, the executors or adminiſtrators of each other, to ſue for, recover, receive and diſcharge all and every ſuch debts as ſhall be ſo divided or allotted to each other, in manner as aforeſaid. **And it is hereby further mutually covenanted and agreed** by and between the ſaid parties, that in caſe either of the ſaid parties ſhall happen to die before the end of this copartnerſhip, and in ſuch caſe, if the widow of ſuch party dying ſhall be minded to come in and carry on the ſaid joint trade with the ſurviving partner during the then reſidue of the ſaid term, and ſhall give twenty days notice thereof to ſuch ſurviving partner; that then and in ſuch caſe the wife of ſuch party ſo dying, at the end of twenty days notice thereof to the ſurviving partner, ſhall be admitted and continue, and be as a copartner with ſuch ſurviving partner in the ſaid joint trade, during the then reſidue of the ſaid term, in as full, ample and beneficial manner as her then late huſband was, to all intents and purpoſes whatſoever; **Provided** and ſo as ſuch widow, during ſuch copartnerſhip, find and pay a journeyman's wages to do the working part in the ſaid joint trade, and ſo as ſhe, the executors and adminiſtrators, be ſubject and liable to all and every the covenants, clauſes and agreements herein contained *mutatis mutandis* which on the part of her ſaid huſband are hereby covenanted to be paid, done and performed, or as near thereto as ſhe can or may do: **Provided nevertheleſs,** that in caſe ſuch widow, at any time after ſuch admittance into the ſaid copartnerſhip, ſhall be minded to relinquiſh and quit the ſame, that then and in ſuch caſe, on her giving three months notice thereof to the ſurviving party, it ſhall and may be lawful for ſuch widow, at the end of ſuch three months notice thereof, to be at liberty to leave and quit her ſaid copartnerſhip in the ſaid trade. **In Witneſs,** &c.

As to trade being carried on by the widow of either party dying, &c.

*(Pigott.)*

## *An Agreement to continue a Partnerſhip.*

**Articles,** &c. **Between** *M. B.* of the one Part, and *H. P.* of the other Part, *viz.*

Recital that the parties have been ſeveral years copartners.

**Whereas** the ſaid *M. B.* and *H. P.* have for ſeveral years laſt paſt been equally concerned together as partners or joint traders in the trade of ——— and in all profit and loſs thereby: **And whereas** before ſealing hereof they have made up between them a full account and reckoning of and concerning the ſaid trade and goods, and debts belonging and owing to and by them upon account thereof, containing all charges, and profits and loſs thereby, whereof each of them hath to the date hereof paid and received one equal moiety or half-part; and upon making up the ſaid account, there appears to be remaining in ſtock at the ſealing hereof, in goods and debts, owing on account of the ſaid trade, the ſum or value of ——— which belongs to them jointly, and wherein they are equally concerned; out of which ſaid ſtock are due and payable on account of the ſaid joint trade ſeveral debts amounting to ——— pounds.

That accounts are ſettled,

and that they intend to continue their copartnerſhip.

**And whereas** the ſaid parties intend to continue the ſaid trade of ——— in the dwelling-houſe of the ſaid *M. B.* in, *&c.* for ——— years, with the ſaid joint ſtock of, *&c.* and to be concerned therein equally as to profit and loſs: **Now theſe Preſents witneſs,** That in conſideration of the truſt and confidence which the ſaid parties have had and repoſed in each other, it is hereby declared, covenanted and agreed, by and between the ſaid parties for themſelves, their executors, adminiſtrators and aſſigns, that the ſaid parties are, ſhall and will become and continue partners and joint traders in the trade of Biſcuit-baking, and vending and ſelling of biſcuits, upon a joint and equal account between them, for profit and loſs, for the ſaid time or term of ——— years, to commence from the date hereof, if both the ſaid parties ſhall ſo long live. **And it is agreed,** That all charges and loſſes, and all profit ariſing by and on account of the ſaid joint trade, ſhall be equally paid, received and borne by and between the ſaid parties, and that the ſaid *M. B.* for and in conſideration of the rent of the ſhop, and other conveniencies wherein the ſaid trade is driven, ſhall have and receive all benefit and advantage to be had and made by the bran ariſing by the flour or meal uſed in the ſaid joint trade, as he hath hitherto had and received the ſame. **And it is further covenanted,** &c. *(that the parties ſhall be true to each other)* and have not, ſhall not, nor will do or ſuffer any act or thing whatſoever, whereby or by means whereof any goods, monies, or things, belonging to the ſaid joint trade, ſhall or may be extended, ſeized or taken in execution, but that each of them ſhall and will defend the ſaid joint ſtock and trade from their own private and ſeparate debts, and all damages by reaſon thereof: **And that** at the end of the ſaid term, *&c.* the ſaid parties, or their executors and adminiſtrators, ſhall and will make up a full and juſt account and reckoning between them, of and concerning the ſaid joint trade and ſtock, and all goods, monies, debts and things belonging and owing to and on account thereof, and all profit and loſs thereby: **And** that upon making up the ſaid account, all monies and debts owing on account of the ſaid

Profit and loſs. In conſideration of the rent, one of the partners to have a particular benefit.

Not to do any act to incumber.

Account.

trade

trade, and charges and damages thereby, ſhall be firſt paid and diſcounted, and after payment or diſtributing thereof, all the remaining monies, debts and things belonging and owing to and on account of the ſaid trade, ſhall be had, received, enjoyed, and be divided by and between the ſaid parties equally, ſhare and ſhare alike, and without any benefit or ſurvivorſhip to be had or taken by and between the ſaid parties in reſpect of the ſaid joint trade, in caſe of the deceaſe of either of them before the expiration of the ſaid term; any thing herein, or any law, cuſtom or uſage to the contrary notwithſtanding. In Witneſs, &c.

*Articles of Copartnerſhip between two Perſons in the Trade of a Hoſier, one Party to bring in three Fourths of the Stock, the other one Fourth; and to divide in Proportion, Indulgence as to one Party's Attendance, &c. and Proviſion for continuing the Trade in Caſe of his Death; and to allow the other for Trouble, &c.*

THIS Indenture made the ſecond day of March, in the —— year, *&c.* and in the year of our Lord 17—, Between *A. A.* Citizen and Woollen-draper of London, of the one part, and *B. B.* alſo Citizen and Hoſier of London, of the other part, Witneſſeth, That the ſaid *A. A.* and *B. B.* for and in conſideration of the good opinion which they have of each other, and for the improving of their eſtates, and for other good cauſes and conſiderations them thereunto moving, Have concluded and agreed, And by theſe preſents Do mutually promiſe and agree to and with each other, to be and continue copartners and joint traders in the trade, art and myſtery of a Hoſier, and in the buying, ſelling, bartering and tranſporting by way of merchandize or otherwiſe, all ſorts of hoſe, ſtockings, and ſuch other goods, wares, merchandizes and things as both the ſaid parties to theſe preſents ſhall jointly conſent and agree to trade or deal in for the term or ſpace of ſeven years, to commence and be accounted from the 28th day of February laſt paſt before the date hereof, fully to be complete and ended (if both the ſaid parties ſhall ſo long live) ſubject to the terms, proviſoes and agreements herein after mentioned; The ſame joint trade to be managed and carried on in ſuch part, and ſo much of the meſſuage, tenement or dwelling-houſe of the ſaid *A. A.* ſituate in Cheapſide, London, and commonly called or known by the name or ſign of the Angel, as is now uſed and ſet apart for that purpoſe, or in ſuch other houſe, ſhop, warehouſe, place or places in or about London, as the ſaid parties to theſe preſents ſhall in that behalf mutually agree upon. And for the better managing and carrying on the ſaid joint trade, the ſaid parties have agreed with each other, to bring into the ſaid joint trade for their principal or joint ſtock, in money and wares, the ſum or value of four thouſand pounds of lawful money of Great Britain, in the proportions following; (that is to ſay) the ſaid *A. A.* the ſum or value of three thouſand pounds, bring three fourth parts thereof, and the ſaid *B. B.* the ſum or value of one thouſand pounds, being the other fourth part thereof, which (amounting together to the ſaid ſum or value of four thouſand pounds) is to be, and ſhall be accounted and taken as and for their capital or principal ſtock. And thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon, by and between the ſaid parties to theſe preſents, and each of them for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators, in manner and form following; (that is to ſay) That the ſaid capital ſtock of four thouſand pounds, and all gains, profits and increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid joint trade, ſhall from time to time during the ſaid copartnerſhip be continued, uſed and employed in the ſaid joint trade, and no part thereof be taken out of the ſaid joint ſtock or trade, or be by either of the ſaid parties uſed, converted or employed in or for any other uſe, trade, intent or purpoſe whatſoever (except ſuch allowances and deductions as are herein after mentioned.) And that neither of the ſaid parties during this copartnerſhip ſhall with his own monies (not belonging to the ſaid joint ſtock, or upon credit given him by any perſon or perſons whatſoever) trade, traffick, negotiate, barter or deal in any matter or thing in the way or trade of a Hoſier, or in any of the wares, merchandizes or commodities in which the ſaid parties ſhall mutually conſent and agree, or think fit to trade or deal in, ſave only upon the account, and for the advantage and benefit of the ſaid joint ſtock and trade. And that the ſaid joint ſtock and trade, and all buyings, ſellings, receipts, payments, debts, bills of parcels, ſpecialties and aſſurances which during the ſaid copartnerſhip ſhall be had, made or taken in or touching the ſaid joint trade, ſhall be from time to time managed, driven, entered, made and taken in the joint names of the ſaid parties, to and for the uſe, benefit and advantage of each of them, in manner, and in the proportions following; (that is to ſay) Three fourth parts thereof to and for the uſe, benefit and advantage of the ſaid *A. A.* and the remaining or other fourth part thereof to and for the uſe, benefit and advantage of the ſaid *B. B.* And that each of the ſaid parties, his executors and adminſtrators, ſhall at all times during the continuance of this copartnerſhip, and at the ceaſing, diſſolving, or other determination thereof, have and enjoy a ſeveral ſhare, right, title and intereſt of, in and to the ſaid joint ſtock, and of, in and to all gains, profits, increaſe, proceed and benefit whatever which ſhall ariſe, accrue, or be made or gotten by means of the ſaid joint ſtock and trade, and of all monies, goods, wares, merchandizes, commodities, debts, and other eſtate which from time to time ſhall be in or belonging to the ſaid joint trade and copartnerſhip between them, according to the proportions of their ſaid ſtock as aforeſaid; (that is to ſay) The ſaid *A. A.* his executors and adminiſtrators, ſhall have and enjoy to and for his and their own uſe and benefit a ſeveral ſhare, right, title and intereſt of, and in three fourth parts thereof; and the ſaid *B. B.* his executors and adminiſtrators, ſhall have and enjoy to and for his and their own uſe and benefit a ſeveral ſhare, right, title and intereſt of, in and to the remaining or other fourth part thereof. And that each of the ſaid parties, his executors and adminiſtrators, ſhall and may upon or after the diſſolution or determination of this copartnerſhip by death or otherwiſe, receive and take his and their ſaid part, ſhare or proportion of all and ſingular the premiſes to his and their own proper uſe, in ſuch manner as is herein after expreſſed, without any claim, benefit or advantage to be had, made or taken by ſurvivorſhip by either of the ſaid parties ſurviving the other, any thing contained in theſe preſents, or any law, cuſtom or uſage to the contrary notwithſtanding. And that all debts and duties which are or ſhall be owing by the ſaid parties by reaſon of their ſaid joint trading, and all loſſes and damages which ſhall come or happen to the ſaid joint ſtock, or the proceed or gains thereof, or in or by the ſaid joint trading, by bad debtors, loſs, damage or decay of goods, ſuits in law, or any other caſualties

The agreement for copartnerſhip,

for a certain time,

at a certain place.

What ſtock to be brought in, and in what proportions.

The ſtock and profits to be uſed in the joint trade,

(with exception.) neither party to uſe the trade ſeparately.

The trade, &c. to be carried on in the names of both, for the benefit of each in proportion to their ſtock.

Each to enjoy a ſeveral ſhare of ſtock and profits in proportion.

At the end of partnerſhip each to take his proportion, without benefit of ſurvivorſhip.

Debts, loſſes and expences to be borne by the joint ſtock.

caſualties and accidents whatſoever, and all ſervants wages, charges of books and letters, and treating of cuſtomers, and all other neceſſary charges and expences which ſhall be occaſioned, or laid out in or about the ſaid joint trade and dealings, ſhall from time to time, and at all times hereafter during the continuance of this copartnerſhip be allowed, reckoned, ſuſtained and borne by and out of the whole joint ſtock, and the gains and increaſe thereof as aforeſaid, ſo as the ſaid parties ſhall each of them bear and pay their reſpective ſhares thereof, according to their ſaid ſeveral intereſts and proportions in the ſaid joint ſtock.

The ſhop-rent, &c. aſcertained, how to be paid.

**And it is hereby further agreed** by and between the ſaid parties to theſe preſents, that the ſhop or warehouſe (part of the ſaid dwelling-houſe of the ſaid *A. A.*) ſhall during the ſaid copartnerſhip, or ſo long as the ſaid joint trade ſhall be carried on therein, be valued and reckoned at the yearly rent of fifty pounds, which yearly rent ſhall be paid and borne by the ſaid parties, by and out of their ſaid joint ſtock, according to their ſaid ſeveral proportions therein.

Agreement as to other rooms uſed in the trade.

**And it is hereby further declared and agreed** by and between the ſaid parties to theſe preſents, that the back-houſe (behind the ſaid ſhop) and the rooms thereto belonging, and cellar under the ſame lately added and laid to the ſaid ſhop and warehouſe, for the greater convenience of the ſaid parties in carrying on their ſaid joint trade, ſhall during this copartnerſhip, or ſo long as the ſame back-houſe and rooms ſhall be uſed for carrying on the ſaid trade therein, be valued and reckoned at the yearly rent of twenty pounds, which yearly rent ſhall be paid unto the ſaid *A. A.* his executors and adminiſtrators, by and out of the ſaid joint ſtock, in proportion to the ſeveral intereſts of the ſaid parties therein.

Taxes and repairs,

**And** that all taxes, rates, and pariſh duties, to be paid for the ſaid meſſuage or dwelling-houſe, ſhop, warehouſe, back-houſe, rooms and premiſes (except window-lights and water for the fore-houſe) and alſo all the needful and neceſſary charges for ſupporting, upholding, repairing or improving the ſaid meſſuage or dwelling-houſe, ſhop, warehouſe, back-houſe, cellar, rooms and premiſes, and other neceſſaries under the ſhop, and the ſky-light over the ſame ſhop, ſhall (in conſideration of the uſe which the ſaid parties are to have of the ſame ſhop, warehouſe, back-houſe and cellar, and of the counters, preſſes, ſhelves, deſks and other conveniencies therein for carrying on their joint trade, or otherwiſe) be paid and borne by the ſaid parties by and out of their ſaid joint ſtock, according to their ſaid ſeveral proportions therein.

how to be paid.

Counters, &c. to continue the property of the preſent owner.

**And that** all ſuch counters, preſſes, ſhelves, deſks and other conveniencies in or about the ſaid ſhop, warehouſe and cellar, or uſed in carrying on the ſaid joint trade, and which have been purchaſed, furniſhed or provided by the ſaid *A. A.* ſhall at the end, diſſolution or other determination of this preſent copartnerſhip by death or otherwiſe, be and remain to the ſaid *A. A.* his executors and adminiſtrators, to and for his and their own uſe and benefit, and as his and their own proper ſeparate goods and chattels, not included in the ſaid capital or joint ſtock, nor to be eſteemed as any part thereof.

Each partner to employ himſelf in the trade.

**And** each of them the ſaid copartners for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant and agree to and with the other of them, his executors and adminiſtrators, that he ſhall and will at all fitting and ſeaſonable times during the ſaid copartnerſhip diligently and faithfully apply and employ himſelf, in and about the affairs and buſineſs of the ſaid joint trade, and in the management of the ſame, for the beſt advantage of both the ſaid parties, and of the ſaid joint ſtock (ſave only that the ſaid *A. A.* in regard of his kindneſs in taking and admitting the ſaid *B. B.* into his copartnerſhip, ſhall not be obliged to ſo ſtrict an attendance as the ſaid *B. B.* upon the affairs and buſineſs of the ſaid joint trade, but ſhall have a greater liberty and licence of a reaſonable abſence therefrom when he thinks fit for his eaſe and convenience.)

Indulgence to one of them.

They ſhall be juſt to each other.

**And alſo**, That they the ſaid parties ſhall and will be true and juſt to each other in all his and their bargains and ſales, receipts, payments and accounts, reckonings, dealings and doings in and about the premiſes; and thereof (upon requeſt) ſhall and will from time to time, make and give a true account each of them to the other of them.

Books to be kept, and entries made.

**And further it is covenanted and agreed** by and between the ſaid parties to theſe preſents, that for the better continuing of true and plain dealing between them concerning this preſent copartnerſhip, they the ſaid parties ſhall and will provide and keep, or cauſe to be kept, ſuch and ſo many books as ſhall be neceſſary, wherein they ſhall fairly write, or cauſe to be written the juſt and true particulars of all monies received and paid, and of all goods, wares and commodities that ſhall be bought and ſold, received in or delivered out, and the rates and prices at which the ſame were bought and ſold, received and delivered, and of all debts which ſhall be contracted, and of all other matters or things any way conducing to the manifeſting the eſtate of the ſaid joint trade.

The books, bills, &c. to lie open, either party may take copies.

**And that** the ſame books, together with all bills, bonds, ſpecialties, letters, and other writings touching or concerning the ſaid joint trade, ſhall always remain extant, and be kept in ſome convenient part of the ſaid ſhop or warehouſe, or other houſe or place where the ſaid joint trade is or ſhall be carried on or uſed, where each of the ſaid copartners may during this copartnerſhip, and at all ſeaſonable times afterwards, have free acceſs to them, and may read, peruſe and copy out the ſame, or any of them, at his free will and pleaſure, without the let or hindrance of the other of them, his executors or adminiſtrators.

To whom not to give credit.

**And that** neither of the ſaid parties, without the conſent of the other of them firſt had in that behalf, ſhall ſell, lend or deliver, by way of credit or truſt, any money, goods, wares or commodities belonging to the ſaid joint trade, to any perſon or perſons whatſoever, whom the other of the ſaid parties ſhall forewarn or forbid to be credited or truſted.

Neither party to compound without conſent.

**And that** neither of the ſaid parties ſhall, without the conſent of the other of them, releaſe, diſcharge or compound any debt or duty which now is, or during this copartnerſhip ſhall be due or owing to the ſaid parties upon account of the ſaid joint trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the ſtock or caſh of the ſaid copartnerſhip.

Each to anſwer for what he diſcharges.

**And that** each of the ſaid parties ſhall *bona fide* anſwer, pay, or otherwiſe make good unto the ſtock or caſh of the ſaid copartnerſhip, all ſuch money or goods belonging to the ſame, as he or any others by his order or direction ſhall diſcharge or give any receipt for.

Neither to enter into ſecurities for other perſons, without conſent.

**And that** neither of the ſaid parties, his executors or adminiſtrators, ſhall during the copartnerſhip, without the conſent of the other of them, his executors or adminiſtrators, firſt thereunto had and obtained in writing, under his or their hands, enter into any bond or judgment or ſtatute, or otherwiſe become bound or charged as bail or ſecurity for any perſon or perſons whomſoever, or do or wilfully ſuffer to be done, any act, matter or thing whatſoever, whereby, or by means whereof the ſaid joint ſtock or trade, or any monies, goods, wares, debts, gains or increaſe, which ſhall be in or belonging to the ſame, ſhall or may be hindered, prejudiced, attached, ſeiſed, extended or taken in execution.

Each to indemnify the ſtock, &c. againſt his private debts.

**And that** neither of the ſaid parties ſhall permit or ſuffer the ſaid joint ſtock or trade, or any of the monies, wares or debts which ſhall be in or due, or belonging to the ſame, to be in any ways charged or incumbered with or for any private or particular debt or duty which ſhall not concern this copartnerſhip; but that every ſuch private or particular debt or duty ſhall from time to time be paid and diſcharged by him whoſe debt or duty the ſame ſhall be, by and out of his own particular eſtate not included

in

in this copartnerſhip. **And that** neither of the ſaid parties ſhall (without the conſent of the other of them as aforeſaid) take any perſon or perſons as his ſervant or apprentice, to be employed in the ſaid joint trade, at any time during this copartnerſhip, ſave only, that the ſaid *A. A.* (if he be ſo minded and inclinable) ſhall and may at any time during this copartnerſhip, take one or more apprentice or apprentices (beſides the apprentice which he now hath) and that the ſum or ſums of money, or other premium to be given or taken with ſuch apprentice or apprentices, ſhall be paid to and received by the ſaid *A. A.* his executors or adminiſtrators, as and for his and their own proper monies and eſtate, ſeparate and excluſive of this copartnerſhip, and not to be deemed as any part of the gains, profits or increaſe of the ſaid joint ſtock and trade, nor be brought into the ſame; **But** then alſo, and in ſuch caſe, ſuch apprentice or apprentices ſo to be taken by the ſaid *A. B.* as aforeſaid, ſhall be kept and maintained in diet, waſhing, lodging, and other neceſſaries ſuitable for ſuch apprentice or apprentices by the ſaid *A. A.* his executors or adminiſtrators, at his or their own proper and private ſeparate coſts and charges, excluſive of this copartnerſhip, and wherewith the ſaid joint ſtock and trade ſhall in no ſort be charged or burthened. **And in Caſe** any ſervant or apprentice which either of the ſaid parties ſhall have or keep, ſhall at any time during this copartnerſhip imbezil, purloin, wilfully waſte or miſ-ſpend any of the monies, wares, goods, debts, or other effects which ſhall be in or belonging to the ſaid joint trade, then and ſo often the maſter of every ſuch apprentice or ſervant ſhall anſwer and make good in ready money unto the ſaid joint ſtock and trade within ſix calender months next after every ſuch fact done, the full value of all ſuch monies, wares, goods, debts, and other effects as ſhall be ſo imbeziled, purloined, waſted or miſ-ſpent, (if the friends or ſureties of or for ſuch ſervant or apprentice ſhall not in the mean time pay and ſatisfy the ſame unto the ſaid joint trade, and unleſs ſuch ſervant or apprentice be taken and employed by the ſaid parties at their joint charge out of their ſaid joint ſtock and trade in proportion to their ſeveral intereſts therein as aforeſaid.) **And it is further agreed** by and between the ſaid parties to theſe preſents, that each of them ſhall weekly and every week during this copartnerſhip, have and take out of the monies of the ſaid joint ſtock, towards the defraying of their reſpective charges and expences, the ſeveral ſums following; *(viz.)* during the firſt year of this copartnerſhip the ſaid *A. A.* the weekly ſum of five pounds, and the ſaid *B. B.* the weekly ſum of one pound thirteen ſhillings, and from and after the end of the firſt year of this copartnerſhip, (during all the then continuance thereof) the ſaid *A.* the weekly ſum of ſix pounds twelve ſhillings, and the ſaid *B. B.* the weekly ſum of two pounds four ſhillings. **And that** the ſaid parties ſhall and will yearly during this copartnerſhip, between the 28th day of February and the 25th day of April in every year (unleſs prevented by ſickneſs or other inevitable accident) account together, and make, caſt up, and fully finiſh between them a true, plain, perfect and particular account and reckoning in writing of, for and touching all monies, goods, wares, debts and other eſtate then being in, or belonging, or owing unto the ſaid joint trade or copartnerſhip, and of all debts and duties then due and owing by and upon account of the ſame, and upon finiſhing every ſuch account the ſaid parties ſhall write and enter, or cauſe to be written and entered the true particulars of every ſuch account, and the reſt or balance thereof in two ſeveral books, and ſhall ſubſcribe both their names in the ſame books, at the foot of every ſuch yearly account (entered therein) in the preſence of two witneſſes, who ſhall ſubſcribe their names as witneſſes unto ſuch ſubſcription of the ſaid parties in each of the ſame books; **And after** the names ſubſcribed each of the ſaid parties ſhall have and take one of the ſaid books into his own cuſtody and to his own uſe. And alſo that at or after the finiſhing or adjuſting every ſuch yearly account the ſaid parties ſhall then make ſuch deductions and dividends out of the increaſe and gains of the ſaid joint ſtock as ſhall be then mutually agreed on between them; which monies ſo to be deducted ſhall be divided between them, in proportion to their ſeveral ſhares and intereſts in the ſaid capital ſtock. **And moreover,** it is mutually covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and each of them for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the other of them, his executors and adminiſtrators, that at the end or other determination of the ſaid copartnerſhip, the ſaid parties (if they be both then living) ſhall within one month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final account and reckoning in writing, of and concerning the ſaid joint trade and copartnerſhip, and all monies, debts, goods, wares, merchandizes, gains, profits and advantages which ſhall then be in, or due, owing, belonging or appertaining to the ſaid joint ſtock or trade, or to them the ſaid parties, for or by reaſon or on account thereof; **And alſo** of, for and concerning all debts, ſums of money, charges, loſſes and expences, which by reaſon or means of the ſaid joint trade ſhall be by them the ſaid parties due or owing to any perſon or perſons, or which they the ſaid parties ſhall have ſuſtained for or by reaſon or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true eſtate of the ſaid joint trade ſhall then be, and what parts and proportions, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid parties, according to their ſeveral intereſts and proportions in the ſaid capital ſtock, according to the true intent and meaning of theſe preſents. **And immediately** thereupon, or afterwards as ſoon as conveniently may be, true payment and ſatisfaction ſhall be made, or good order taken for the true and ſpeedy payment and ſatisfaction of all ſuch debts and ſums of money as at the time of the expiration of the ſaid copartnerſhip ſhall be by them the ſaid parties due or owing to any perſon or perſons for or on account of the ſaid joint trade. And then alſo true payment, diviſion and delivery ſhall be made by and between the ſaid parties, in proportion to their ſeveral ſhares, parts and intereſts in the ſaid copartnerſhip and joint-trade (at their then houſe, ſhop or place of trade) of all and every ſuch monies, debts, goods, wares, merchandizes, and other things which ſhall be then in, or due, belonging or appertaining to the ſaid joint ſtock or trade, or to the ſaid parties on account thereof (over and above what ſhall be then owing by or on account of the ſaid joint-trade as aforeſaid.) **And thereupon** alſo each of the ſaid parties, his executors or adminiſtrators ſhall make and give unto the other of them, his executors and adminiſtrators, ſuch aſſignment of their reſpective parts and ſhares of the debts which ſhall be then due to the ſaid copartnerſhip or joint trade, together with full power and authority to ſue for and recover ſuch debts as the party who is to have the ſame debts ſhall upon ſuch diviſion as aforeſaid reaſonably require. **And after** ſuch diviſion, partition and aſſignment ſhall be made, neither of the ſaid parties, his executors or adminiſtrators, ſhall or will receive, releaſe, compound for or diſcharge any debt or debts which ſhall be allotted unto the other of them, his executors or adminiſtrators, without his conſent, to whom the ſame ſhall be ſo allotted. **Provided always,** and it is hereby covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſaid *B. B.* ſhall depart

Not to take ſervants in the trade without conſent (except as to one particular.

And each to anſwer for the imbezilments of his ſervants

on default of the ſureties,

Weekly allowances for expences.

Accounts to be made up yearly,

and entered in two books, ſubſcribed by the partners.

Dividends may then be made by conſent.

At the end of partnerſhip account to be made of ſtock, debts, &c.

and order taken to pay debts due from the partners.

And payment and diviſion to be made of the joint ſtock, &c.

and aſſignments to be mutually made, &c.

If B. B. dies within the term

A. A. is to take the whole ſtock,

part this life before the expiration of the ſaid term of ſeven years, and the ſaid *A. A.* ſhall him ſurvive, then and in ſuch caſe the ſaid *A. A.* his executors and adminiſtrators, ſhall and will accept, and take all the whole goods, wares, merchandizes, and debts whatſoever, which at or immediately before ſuch the deceaſe of the ſaid *B. B.* ſhall in any wiſe be appertaining unto them the ſaid parties as copartners, or by reaſon or on account of the ſaid joint trade (except as to the bad debts herein after mentioned.)

and pay or give ſecurity to the repreſentatives of B. B. according to the value in laſt yearly account; if none ſuch, then according to the ſhare of the capital, with intereſt.

**And alſo** in conſideration thereof, and for a full recompence and ſatisfaction to be had and made to the executors of the ſaid *B. B.* in ſuch caſe of and for his full part, ſhare and proportion of, and in the ſaid joint ſtock, the ſaid *A. A.* his executors or adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid, at or in the ſaid dwelling-houſe of the ſaid *A. A.* or other houſe, ſhop, or place, where the ſaid joint trade ſhall be then carried on, unto the executors, adminiſtrators or aſſigns of the ſaid *B. B.* ſo much good and lawful money of Great Britain, as the full value of the part and ſhare, of or belonging to the ſaid *B. B.* of and in the ſaid joint ſtock and trade, did or ſhall appear to be, or amount unto, by and according to the yearly account then laſt before made and ſubſcribed with their names as aforeſaid, (in caſe any ſuch account ſhall have been thentofore made, except as to the bad debts herein after mentioned); **But in ſuch Caſe** no ſuch account ſhall have been thentofore made, **Then** ſo much like lawful money as the full value of the part and ſhare of the capital ſtock brought into copartnerſhip by the ſaid *B. B.* as aforeſaid, is, or ſhall amount unto, together with intereſt for the ſame, after the rate of five pounds *per cent. per annum*, to be accounted from the time of the ſaid *B. B.* ſo dying as aforeſaid, until payment thereof, the ſame to be paid in manner following; (that is to ſay) one third part thereof at the end of ſix calendar months next after ſuch the deceaſe of the ſaid *B. B.* one other third part thereof at the end of twelve calendar months next after ſuch the deceaſe of the ſaid *B. B.* and the remaining third part thereof at the end of eighteen calendar months next after ſuch the deceaſe of the ſaid *B. B.*

And bond to indemnify them againſt partnerſhip debts.

**And** for the better ſecuring the payment thereof, the ſaid *A. A.* ſhall within one month next after ſuch the deceaſe of the ſaid *B. B.* enter into, and become bound unto the executors or adminiſtrators of the ſaid *B. B.* in one or more bond or bonds of double penalty, (with one or more ſuch ſurety or ſureties as ſhall be to the ſatisfaction) of the executors or adminiſtrators of the ſaid *B. B.* conditioned for the payment to the ſame executors or adminiſtrators, of ſuch money and intereſt, at ſuch times and place, and in manner and form aforeſaid; **And ſhall alſo** thereupon enter into and become bound to the executors or adminiſtrators of the ſaid *B. B.* in one or more bond or bonds of ſufficient penalty for ſaving harmleſs and keeping indemnified the heirs, executors and adminiſtrators of the ſaid *B. B.* and his and their lands and tenements, goods and chattels, of and from all debts and duties which at the time of ſuch his deceaſe were jointly owing by them the ſaid parties to any perſon or perſons, for any matter or thing touching or on account of the ſaid joint ſtock or trade, and of and from all actions, ſuits, coſts, charges, damages and expences, for or about the ſame debts and duties, and every or any of them, which debts and duties the ſaid *A. A.* in that caſe doth agree to pay and ſatisfy in due and convenient time.

Whereupon they are to aſſign their ſhare of ſtock and debts (with powers to ſue) to A. A. except bad debts.

**And that** the executors or adminiſtrators of the ſaid *B. B.* upon the ſealing and executing of ſuch bonds as aforeſaid, ſhall and will by deed or writing ſufficient in the law duly executed, aſſign and releaſe unto the ſaid *A. A.* his executors and adminiſtrators, all the part, purparty, ſhare, right, title, intereſt, benefit, claim and demand whatſoever of them the ſaid executors and adminiſtrators of the ſaid *B. B.* of, in, and to all and every the monies, goods, wares, debts, ſtock, gains and other eſtate whatſoever, which at the time of his deceaſe were in joint trade or copartnerſhip between them the ſaid parties, or jointly owing or belonging unto them upon the account of the ſaid joint trade (except as to all ſuch bad and deſperate debts due and owing to or on account of the ſaid joint ſtock or trade as ſhall not have been reckoned as a good eſtate, and caſt up and included in ſuch yearly accounts to be made and ſtated as aforeſaid).

Bad debts to be divided, and mutual powers given to ſue.

**And it is hereby agreed** between the ſaid parties that ſuch bad and deſperate debts ſhall in this caſe, with all convenient ſpeed be divided and diſtributed between the ſaid *A. A.* and the executors and adminiſtrators to the before mentioned reſpective ſhares and proportions of the ſaid parties in the ſaid capital ſtock; and thereupon the ſaid *A. A.* and the executors and adminiſtrators of the ſaid *B. B.* ſhall give unto each other their full power and authority to get in and recover his and their reſpective parts and ſhares of ſuch bad and deſperate debts.

If A. A. dies within the term, B. B. to carry on the joint trade with the repreſentatives, &c.

**Provided alſo**, and it is hereby further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſaid *A. A.* ſhall depart this life before the expiration of the ſaid term of ſeven years, and the ſaid *B. B.* ſhall him ſurvive, then and in ſuch caſe he the ſaid *B. B.* ſhall and will during the then reſidue of the ſame term (if he ſo long live) carry on the ſaid joint trade in the ſaid dwelling houſe of the ſaid *A. A.* or other their then houſe, ſhop, or place of trade, jointly and in copartnerſhip with the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons as he by his laſt will and teſtament in writing, or any other writing by him duly executed in the preſence of two or three credible witneſſes ſhall nominate and appoint in that behalf, who ſhall thereupon accordingly from and after ſuch the deceaſe of the ſaid *A. A.* be and become copartner or copartners with the ſaid *B. B.* in the ſaid joint trade, in the room and ſtead of the ſaid *A. A.*

and thereupon the new partners to enter into new articles.

**And thereupon** the ſaid *B. B.* and the executors and adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons as he ſhall appoint to be copartner or copartners with the ſaid *B. B.* as aforeſaid, ſhall enter into articles of copartnerſhip during the then reſidue of the ſaid term of ſeven years, with the joint ſtock then remaining in being in the like proportions, and under and ſubject to ſuch and the like deductions and allowances, and other terms, conditions, covenants and agreements as are herein mentioned, expreſſed, declared and agreed, by and between the parties to theſe preſents (in caſe they were both living) or as near thereto as may be, ſave only, that the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons as he ſhall appoint to be copartner or copartners with the ſaid *B. B.* as aforeſaid, ſhall not be obliged (otherwiſe than at their own free will and pleaſure) perſonally to attend in the buſineſs of the ſaid joint trade, and carrying on the ſame; and ſave alſo, that he, ſhe or they, ſhall not take any apprentice or apprentices without the conſent of the ſaid *B. B.* as the ſaid *A. A.* (if living) might do as aforeſaid, and alſo ſubject to ſuch proviſoes herein after mentioned.

with ſome variation from theſe.

And then if B. B. dies, the new partners to take his ſtock, and pay, &c.

**And in Caſe** the ſaid *B. B.* ſhall (after the commencement of ſuch copartnerſhip with the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons whom he ſhall ſo appoint in that behalf as aforeſaid) happen to die before the expiration of the ſaid term of ſeven years, then ſuch final account, payments, deductions, aſſignments, matters and things, ſhall be paid, made up, executed and done by and between the executors or adminiſtrators of the ſaid *B. B.* and the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons ſo to be appointed and become copartner or copartners with the ſaid *B. B.* as aforeſaid, their executors or adminiſtrators

tors as are herein before directed and appointed to be made up, paid, executed and done by and between the ſaid parties to theſe preſents, at the end of the ſaid copartnerſhip, (if they ſhould be both then living) ſubject nevertheleſs to the proviſoes following, *(viz.)* **Provided always nevertheleſs,** and it is hereby fully covenanted, concluded, declared and agreed by and between the ſaid parties to theſe preſents, that in regard of the extraordinary care and trouble which the ſaid *B. B.* will have in the management of the ſaid joint trade with the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons as he ſhall appoint in that behalf in caſe of his death during this copartnerſhip as aforeſaid; and for the encouragement of the ſaid *B. B.* faithfully to carry on the ſame accordingly, he the ſaid *B. B.* ſhall from and after ſuch the deceaſe of the ſaid *A. A.* have and receive for his weekly allowance out of ſaid joint ſtock the weekly ſum of three pounds, in lieu and ſtead of the weekly ſum of two pounds four ſhillings, which he would be entitled unto only in caſe the ſaid *A. A.* were living; and then alſo the perſon or perſons ſo to become copartner or copartners with the ſaid *B. B.* as aforeſaid, after the death of the ſaid *A. A.* ſhall have and receive out of the ſaid joint ſtock the weekly allowance or ſum of five pounds thirteen ſhillings and four pence only in lieu and ſtead of the ſaid weekly ſum of ſix pounds twelve ſhillings, which the ſaid *A. A.* if living, would be entitled unto; **And alſo** he the ſaid *B. B.* his executors or adminiſtrators, ſhall, **As well** upon the making, caſting up, and finiſhing of every annual or yearly account, **As alſo** of the final account between him, his executors or adminiſtrators, and the executors or adminiſtrators of the ſaid *A. A.* or ſuch other perſon or perſons ſo to be appointed, and become copartner or copartners with the ſaid *B. B.* as aforeſaid, according to the directions and agreements above mentioned for that purpoſe, be intitled unto, have and receive, to and for his and their own proper uſe and benefit, one full twelfth part of all the clear, neat increaſe, profits, gains and produce, which ſhall ariſe or be made from or by reaſon or means of the ſaid joint ſtock and trade, (to be reckoned and computed from ſuch the deceaſe of the ſaid *A. A.* after ſuch payments, deductions and allowances thereout as aforeſaid, over and above his and their fourth part or ſhare therein, which he or they would receive, have, and be intitled unto, only in caſe the ſaid *A. A.* were then living.) **Provided alſo,** that he the ſaid *B. B.* (in caſe of ſuch the deceaſe of the ſaid *A. A.* during this copartnerſhip) ſhall and may at his own free will and pleaſure take one apprentice to be employed in the ſaid joint trade; and in caſe of his death during the ſaid copartnerſhip, to take another apprentice in the room and ſtead of ſuch apprentice ſo dying; **And** ſo from time to time to ſupply and take another apprentice in the room and ſtead of any apprentice ſo to be taken and dying during the ſaid copartnerſhip; **And** that the ſum or ſums of money, or other premium to be given or taken with ſuch apprentice or apprentices, ſhall be paid to and received by the ſaid *B. B.* his executors or adminiſtrators, as and for his and their own proper monies and eſtate, ſeparate and excluſive of the copartnerſhip, and not be deemed as any part of the gains, profits or increaſe of the ſaid joint ſtock and trade, nor be brought into the ſame, **But then alſo,** and in ſuch caſe, ſuch apprentice or apprentices ſo to be taken by the ſaid *B. B.* as aforeſaid, ſhall be kept and maintained in diet, lodging, waſhing, and other neceſſaries, ſuitable for ſuch apprentice or apprentices by the ſaid *B. B.* his executors or adminiſtrators, at his and their own proper and private ſeparate coſts and charges, excluſive of ſuch copartnerſhip, and wherewith the then joint ſtock and trade ſhall in no ſort be charged or burthened. **And it is hereby further declared and agreed** by and between the ſaid parties to theſe preſents, that the monies at any time or times during the continuance of this copartnerſhip to be taken or received out of the ſaid joint ſtock in reſpect of ſuch weekly allowances as aforeſaid, ſhall not in any of the caſes aforeſaid be reckoned or accounted as a debt to the ſaid joint ſtock or trade from either of the ſaid parties, his or their executors or adminiſtrators, or ſuch other perſon or perſons ſo to be appointed and become copartner or copartners with the ſaid *B. B.* upon ſuch contingency as aforeſaid, but the ſame ſhall be eſteemed and taken as his and their own proper monies and eſtate, any thing herein contained to the contrary thereof notwithſtanding. **And laſtly, It is hereby covenanted, granted and agreed** by and between the ſaid parties to theſe preſents, and each of them, for himſelf, his heirs, executors and adminiſtrators, doth covenant and agree to and with the other of them, his executors and adminiſtrators, that if at any time during this copartnerſhip, or at or after the end or other ſooner determination thereof, any variance, controverſy, diſpute, doubt or queſtion ſhall ariſe, grow or be moved between the ſaid parties, or either of them, their or any of their executors or adminiſtrators, or ſuch other perſon or perſons to be appointed and become copartner or copartners with the ſaid *B. B.* upon the aforeſaid contingency, or any of them, for, touching or about the ſaid joint trade or copartnerſhip, or any covenant, agreement, clauſe, matter or thing herein contained, or the conſtruction thereof, then every ſuch variance, controverſy, diſpute, doubt or queſtion, ſhall be referred to, reſolved, diſcuſſed and determined by two indifferent perſons, to be elected by and between the ſaid parties, or the ſurvivors of them, or their reſpective executors or adminiſtrators, or ſuch other perſon or perſons ſo to be appointed and become copartner or copartners upon the contingency aforeſaid (as the caſe may be) within forty days next after any ſuch variance, controverſy, diſpute, doubt or queſtion ſhall ariſe or be moved. **And in Caſe** ſuch two perſons cannot agree to determine the matter to be to them referred within twenty days next after ſuch reference, then the ſame ſhall be referred to and reſolved, diſcuſſed and determined by ſuch one indifferent perſon as the ſaid two firſt referrees, ſhall for that purpoſe from time to time nominate and appoint umpire in the premiſes, who ſhall determine the ſame within twenty days next after he ſhall be appointed umpire: **And whatever** order, end or determination of the ſaid two perſons, referrees, or their ſaid umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective times in that behalf aforementioned make between the ſaid partners, their executors or adminiſtrators reſpectively, touching or concerning the premiſes, or any part thereof, the ſame ſhall be final and concluſive to each and every of the ſaid partners, their executors and adminiſtrators, and each and every of them ſhall ſtand to, abide by, perform and keep the ſame, without any further ſuit or trouble whatſoever. **In Witneſs,** &c.

Weekly allowance to B. B. for extraordinary trouble by death of A. A.

and allowance in ſuch caſe upon the neat profits.

In ſuch caſe B. B. may take an apprentice from time to time.

and is to maintain.

Weekly allowances not to be reckoned debts to the joint ſtock.

Diſputes to be ſubmitted to arbitrators,

who may chuſe an umpire.

The award to be final.

*(Horſeman.)*

*An*

*An Aſſignment from Executors of a deceaſed Copartner's Stock to the ſurviving Partners, with general Releaſes from each other.*

THIS Indenture made, &c. Between *J. B.* Cordwainer, and *J. C.* Victualler, (executors of the laſt will and teſtament of *R. D.* of, &c. brewer, deceaſed) of the one part, and *T. M.* of, &c. and *H. W.* of, &c. of the other part. Whereas the ſaid *R. D.* in his life-time, together with the ſaid *T. M.* and *H. W.* were copartners and joint traders together in the art, trade or myſtery of a Brewer, which trade, by the death of the ſaid *R. D.* is now veſted in them the ſaid *T. M.* and *H. W.* And whereas ſince the death of the ſaid *R. D.* ſeveral diſputes have ariſen between them the ſaid *T. M.* and *H. W.* and them the ſaid *J. H.* and *J. C.* touching the late accounts of him the ſaid *R. D.* of and in the ſaid joint trade and ſtock thereof, and alſo of ten pounds, now due from the ſaid ſurviving copartners, on account of their ſaid late joint trade and ſtock thereof, to the eſtate of him the ſaid *R. D.* at the time of his death: And whereas for preventing all ſuits and controverſies touching the matters aforeſaid, the ſeveral parties hereto referred the ſame to the final determination of *C. K.* Gentleman, and *R. J.* Brewer, who having accepted thereof, by their award duly executed, bearing date, &c. (reciting as therein recited) did thereby *(inter alia)* award, that there was then remaining due from the ſaid late joint ſtock to the executors of the ſaid *R. D.* the ſum of ——— which when paid, ſhould be in full of all further claims or demands of them the ſaid executors, upon or out of the ſaid ſtock, as by the ſaid award, &c. Now this Indenture witneſſeth, That to the end to prevent all future differences, diſputes and controverſies touching the matters aforeſaid, and of all actions and ſuits whatſoever touching the ſame, and for which purpoſe general releaſes are agreed by the ſaid parties to be given to each other in ſuch manner as herein after mentioned, and alſo for and in conſideration of the ſaid ſum of ——— of, &c. (being ſo awarded or ordered to be paid to them the ſaid executors as aforeſaid) to them the ſaid *J. H.* and *J. C.* or one of them, in hand well and truly paid by the ſaid *T. M.* and *H. W.* at or before, &c. (which ſum is by the ſaid *J. H.* and *J. C.* hereby agreed and declared to be in full diſcharge and ſatisfaction of all monies, ſtock, and other demands whatſoever due to them the ſaid executors, or the eſtate late of the ſaid *R. D.* from them the ſaid *T. M.* and *H. W.* or either of them, or from the ſaid joint ſtock of the ſaid late copartnerſhip, or otherwiſe howſoever, on account thereof, (other than and except as herein after is excepted) the receipt of which ſums they the ſaid *J. H.* and *J. C.* do hereby reſpectively acknowledge, and thereof, and of every part or parcel thereof, do hereby ſeverally and reſpectively acquit, exonerate, and for ever diſcharge as well them the ſaid *T. M.* and *H. W.* their executors and adminiſtrators reſpectively, as alſo all the ſaid joint ſtock of the ſaid late copartnerſhip, and for divers other good cauſes, &c. They the ſaid *J. H.* and *J. C.* have, and each of them hath, and by theſe preſents do, and each of them doth freely, clearly and abſolutely bargain,

Recitals.

Aſſignment.

ſell, aſſign, transfer and ſet over unto them the ſaid *T. M.* and *H. W.* their executors, adminiſtrators and aſſigns, All and every the part and parts, ſhare or ſhares whatſoever belonging to him the ſaid *R. D.* of and in all and every the rents, debts, beer, malt, hops, caſks, and all other the ſtock whatſoever mentioned and ſet forth in the total or balance of a reſt-book thereof, made, examined and ſigned by *T. T.* on or about, &c. And alſo all other the ſtock and eſtate whatſoever now belonging to the eſtate late of him the ſaid *R. D.* by virtue of his being a copartner with them the ſaid *T. M.* and *H. W.* as aforeſaid; and all the right, intereſt, property, benefit, advantage, claim and demand whatſoever, both at law and in equity, of them the ſaid *J. H.* and *J. C.* or of either of them, of, in, to or out of the ſaid hereby aſſigned ſtock and premiſes, or any part or parcel thereof, by virtue of the indenture or articles made on the ſaid copartnerſhip, or of the laſt will and teſtament of the ſaid *R. D.* or otherwiſe howſoever, (other than and except three eight parts of a debt of ——— due to the ſaid late joint trade by a note from ——— *R.* which three eight parts by the ſaid recited award is thereby ordered to be firſt paid to the ſaid executors of the ſaid *R. D.* when firſt received.)

Letter of attorney.

And for the better and more effectual enabling them the ſaid *T. M.* and *H. W.* to have and receive all and ſingular the ſaid hereby aſſigned premiſes to and for their own uſe and benefit, They the ſaid *J. H.* and *J. C.* have, and each of them hath, and by theſe preſents do, and each of them (as far as in them lies) doth make, authorize, conſtitute and appoint, and in their place and ſtead put them the ſaid *T. M.* and *H. W.* their executors, adminiſtrators and aſſigns, the true and lawful attorney or attornies jointly and ſeparately irrevocable of them the ſaid *J. H.* and *J. C.* to aſk, demand, ſue for, recover and receive, to and for their own proper uſe and benefit, all and ſingular the ſaid hereby aſſigned debts, rents and premiſes, of and from all and every perſon and perſons whomſoever, who are or ſhall be liable to anſwer and pay the ſame; and in caſe of non-payment thereof, or of any part thereof, then at the charge of them the ſaid *T. M.* and *H. W.* and in their own names, or in the names of them the ſaid *J. H.* and *J. C.* or either of them, to bring any action or ſuit, either at law or in equity, for the recovery thereof, and the ſame to proſecute to effect, and upon receipt thereof, or of any part thereof, to give proper and ſufficient diſcharges for the ſame, and finally to make, do and execute all and every ſuch further and other lawful acts, &c. Provided nevertheleſs, and ſo as they the ſaid *T. M.* and *H. W.* their executors, adminiſtrators and aſſigns, ſhall and do at all times hereafter ſave harmleſs and keep indemnified them the ſaid *J. H.* and *J. C.* their executors and adminiſtrators, of and from and againſt all coſts, charges and damages, which they or either or any of them, ſhall or may pay or ſuſtain by reaſon of their, either or any of their names being made uſe of in any ſuch action or ſuit to be brought or commenced by virtue of the power hereby given. And they the ſaid *J. H.* and *J. C.* for themſelves, their executors and adminiſtrators, do covenant, promiſe and agree to and with the ſaid *T. M.* and *H. W.* their executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, *viz.* That they the ſaid *J. H.* and *J. C.* or either of them, have not made, done, committed, or wittingly ſuffered any act, matter or thing whatſoever, whereby or by means whereof the ſaid hereby aſſigned debts, rents and premiſes, or any part thereof, are or is, or ſhall or may be in any wiſe prejudiced, releaſed, diſcharged or incumbered in any manner howſoever; nor ſhall or will at any time hereafter do any act, matter or thing whatſoever, whereby to releaſe or diſcharge all or any the ſaid hereby aſſigned debts, rents and premiſes, or any part thereof, or the power or authority hereby given

Proviſo to indemnify them.

Executors covenant, viz.

Done no act to incumber.

Not to releaſe any debt or power hereby given.

given for the recovering the ſame, or any action or ſuit to be thereon brought for recovering thereof, without the conſent of them the ſaid *T. M.* and *H. W.* their executors or aſſigns, firſt had in writing for that purpoſe: And alſo that they the ſaid *J. H.* and *J. C.* and all other perſons lawfully claiming any right or intereſt of, in or to the ſaid hereby aſſigned premiſes, or any part thereof, by, from or under them, or either of them, or by, from or under the ſaid *R. D.* deceaſed, ſhall and will at any time, at the requeſt and charge of the ſaid *T. M.* and *H. W.* or either of them, their or either of their executors or adminiſtrators, make, do and execute any further or other lawful and reaſonable act and acts, thing and things, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further, better and more perfect aſſigning of all and ſingular the ſaid hereby aſſigned premiſes, unto them the ſaid *T. M.* and *H. W.* their executors, adminiſtrators and aſſigns, as by their or any of their counſel ſhall be reaſonably adviſed or required; And further, That in caſe, within the ſpace of ——— now next enſuing, it ſhall be proved or made plainly appear, that the ſaid *R. D.* hath contracted any debt or debts on account of his ſaid late copartnerſhip with them the ſaid *T. M.* and *H. W.* with any perſon or perſons whomſoever (other than and except all ſuch debts as are mentioned and compriſed in the ſaid reſt-book, ſigned by the ſaid *T. T.* as aforeſaid) and that ſuch debt or debts are now juſtly due and owing from the ſaid *R. D.* to ſuch perſon or perſons on account of the ſaid late joint trade, and that the ſame ſhall become charged therewith; then and in ſuch caſe they the ſaid *J. H.* and *J. C.* their executors and adminiſtrators, ſhall and will out of the eſtate of the ſaid *R. D.* pay and ſatisfy all and every ſuch debt or debts (if any) ſo now due as aforeſaid, or ſhall and will ſave harmleſs and keep indemnified them the ſaid *T. M.* and *H. W.* their executors and adminiſtrators, of and from payment thereof, provided nevertheleſs, and ſo as ſuch debts be ſo proved, or made plainly appear within the time aforeſaid. And they the ſaid *J. H.* and *J. C.* for the conſiderations in purſuance of their agreement aforeſaid, for themſelves, and for their reſpective executors and adminiſtrators, and for all other the repreſentatives of the ſaid *R. D.* Do hereby remiſe, releaſe, diſcharge, and for ever quit-claim, unto them the ſaid *T. M.* and *H. W.* their executors or adminiſtrators, all ſums of money now due to the ſaid late joint trade, and all and all manner of actions, ſuits, claims and demands whatſoever, both at law and in equity, which they, either or any of them, can or may from henceforth claim, challenge or demand againſt them the ſaid *T. M.* and *H. W.* or either of them, their or either of their executors or adminiſtrators, for, by reaſon or on account of any breach or non-performance of any covenant or agreement, or any other act, matter or thing whatſoever done or committed, or which on their part by virtue of the ſaid indenture or articles of copartnerſhip, or otherwiſe, are or were by them thereby covenanted or agreed to be paid, done and performed, (Other than and except as to the ſaid three eighth parts of the ſaid debt of ——— ſo due from the ſaid ——— *R.* and which by the ſaid award is to be paid to them the ſaid executors when received as aforeſaid.) And they the ſaid *T. M.* and *H. W.* in conſideration of the releaſe herein before made and given to them as aforeſaid, and in purſuance of the aforeſaid agreement, and for other good conſiderations them thereunto moving, Do hereby for themſelves, and for their reſpective executors and adminiſtrators, remiſe, releaſe, diſcharge, and for ever quit-claim, unto them the ſaid *J. H.* and *J. C.* and all and every other the repreſentatives of the ſaid *R. D.* all and every ſum and ſums of money, and all and all manner of actions, ſuits, and claims and demands whatſoever, both at law and in equity, which they, either or any of them can or may have, claim, challenge or demand againſt the eſtate late of the ſaid *R. D.* or them the ſaid *J. H.* and *J. C.* as executors thereof, for, by reaſon or upon account of any breach of covenant or non-performance of any agreement, or any other act, matter or thing whatſoever by him or them done or committed touching or relating to the before mentioned copartnerſhip, or which by the ſaid articles or indentures of copartnerſhip, or otherwiſe, are or were by him the ſaid *R. D.* thereby covenanted or agreed to be paid, done and performed, (other than and except as to all ſuch debt or debts not compriſed in the ſaid reſt) which ſhall appear to have been contracted, and which are now juſtly due from the eſtate of the ſaid *R. D.* to the ſaid late joint trade, and which (if any) are to be paid by his executors in manner as aforeſaid. In Witneſs, &c.

As to payment or indemnifying ſurviving partners touching all debts contracted by teſtator not compriſed in laſt reſt.

General releaſe from the executors to ſurviving partners.

The like to the executors.

*Articles of Copartnerſhip between three Siſters to carry on the Buſineſs of Haberdaſher of ſmall Wares.*

THIS Indenture Tripartite, made, &c. Between *E. C.* of —— of the firſt part, *M. C.* of —— of the ſecond part, and *S. C.* of —— of the third part, Witneſſeth, That the ſaid *E. C. M. C.* and *S. C.* for the mutual love and affection they have and bear to each other, and having had experience of each other's care and fidelity, and in confidence thereof for the future, and the better to improve their reſpective eſtates, have agreed, and by theſe preſents Do agree, to become copartners in the art, trade or buſineſs of Haberdaſher of ſmall wares, for the term of ſeven years, to commence from —— (if the ſaid parties ſhall ſo long live,) with the joint ſtock of ſix hundred pounds, to be raiſed and brought in, in manner following, and to be managed and carried on for their mutual benefit and advantage, at their now dwelling-houſe in ——; And for that end and purpoſe, It is mutually covenanted, conſented to and agreed by and between the ſaid parties to theſe preſents, that the ſeveral houſhold goods, wares and merchandizes mentioned and compriſed in the inventory, &c. ſhall be valued and reckoned at the ſaid ſum of ſix hundred pounds, and ſhall be by them allowed, deemed and taken as ſo much money, being the whole money intended to be the ſaid joint ſtock; And that they the ſaid *E. C. M. C.* and *S. C.* ſhall and will be juſt, true and faithful each to the other in all buyings, ſellings, accounts, reckonings and dealings together concerning the ſaid copartnerſhip, and ſhall and will mutually endeavour by all juſt care and diligence, to advance and promote the ſaid joint trade and ſtock without fraud or colluſion; And they ſhall equally bear and allow each an equal ſhare and proportion, for or in reſpect of the rent of the houſe they now dwell in, and of ſuch yearly rent of any other houſe or lodgings which they ſhall hereafter think fit to take or rent during the ſaid copartnerſhip, and of all charges of houſekeeping, ſervants wages, and pariſh rates and duties, and of all taxes and aſſeſſments whatſoever, which ſhall be rated or aſſeſſed on them the ſaid *E. C. M. C.* and *S. C.* or any or either of them, in reſpect of their ſaid houſe or lodgings, trade or employment during their ſaid copartnerſhip; And alſo of all loſſes, coſts and expences, which ſhall at any time happen or be occaſioned by, or by means and in reſpect of the ſaid joint trade during the ſaid copartnerſhip; (Subject nevertheleſs to the

That for the mutual love and confidence, &c. agree to be copartners.

Stock.

Covenant that houſhold goods and wares be valued at ——

To be juſt and true to each other, and pay rent, &c. equally between them,

and bear loſſes and expences,

the proviſo and agreement herein after mentioned) without each other's neglect or wilful default, which ſhall be from time to time paid and ſuſtained out of the ſaid joint ſtock, or the proceed ariſing thereby, *(Add a clauſe as to dividing the goods;)* And that during the ſaid copartnerſhip, one or more book or books of account ſhall be kept at the place where the ſaid trade or employment ſhall be carried on and managed, wherein true entries ſhall be made of all ſuch ready monies or goods as ſhall be brought into or employed in the ſaid joint ſtock, and of all goods by them bought or ſold on account of the ſaid joint trade, an of all debts by them contracted in relation to the ſaid copartnerſhip; and an account ſhall likewiſe be taken in writing of all ready money by them received in their ſaid way of trade, and of all goods by them ſold upon credit, and entries ſhall be made of the parties names, to whom each goods were ſold, and at what rate and price, and alſo of what ſum or ſums of money ſhall be from time to time taken out by the ſaid copartners, or either of them, or their order, for defraying the expence of their family and ſervants, or in any otherwiſe relating to the ſaid copartnerſhip; which books the ſaid copartners, and their reſpective executors and admiſtrators ſhall freely and at all convenient times, as well during the continuance as after the expiration of the ſaid copartnerſhip, have liberty to reſort to, inſpect and peruſe, when and as often as occaſion ſhall require: And it is further agreed by and between the ſaid parties to theſe preſents, that the ſaid copartners ſhall upon ſuch occaſions have liberty to tranſcribe a copy of all or any part of the account therein mentioned, without the let, hindrance or denial of each other; And that all bonds, bills, notes, ſpecialties, or other ſecurities taken by the ſaid copartners, or either of them, for any debt or debts contracted on account of the ſaid joint trade or employment, ſhall be made and taken in the names of all and every the ſaid copartners, and for their joint uſe and benefit, and be by them depoſited in ſome convenient place where the ſaid trade ſhall be carried on and managed, to which either of the ſaid copartners ſhall have a liberty to reſort as occaſion ſhall require; And that it ſhall and may be lawful to and for the ſaid *E. C. M. C.* and *S. C.* or either of them, with the approbation of each other of them, and not otherwiſe, to have and take in turns one or more apprentice or apprentices, or covenant-ſervant to be employed in and about the buſineſs of the ſaid joint trade, taking good ſecurity for the fidelity of ſuch apprentice or apprentices or covenant-ſervant, and for their good demeanor during their continuance in the ſaid employment, ſo as ſuch apprentice or apprentices, or covenant-ſervant ſhall be at the command of all and every of the ſaid copartners; And that all monies to be had and taken with any ſuch apprentice or apprentices, or covenant-ſervant, ſhall be brought into the joint ſtock, and employed during the continuance in the ſaid copartnerſhip, for the mutual benefit of the ſaid copartners, and then to be accounted for and anſwered to the party to whom ſuch apprentice ſhall be bound; And if ſuch apprentice or covenant-ſervant ſhall imbezil, waſte, purloin and ſpoil any of the ſaid goods belonging to the ſaid copartnerſhip, and the ſecurity taken for the fidelity of ſuch apprentice or ſervant ſhall not be reſponſible to anſwer the damage or loſs which ſhall happen thereby, that then ſuch loſs or damage ſhall be ſuſtained and borne out of the joint ſtock, or the proceeds ariſing thereby. And it is further agreed by and between the ſaid parties to theſe preſents, that neither of them the ſaid *E. C. M. C.* and *S. C.* ſhall at any time or times hereafter, during the continuance of the ſaid copartnerſhip, ſell or deliver out upon truſt, and without ready money, any of the goods employed in the ſaid joint trade, to the value of five pounds or upwards, or truſt out or lend any money out of the ſaid ſtock above the value aforeſaid, to any perſon or perſons whatſoever, without the conſent of each other, nor without each other's conſent releaſe or diſcharge any debt or ſums of money, which ſhall be due or owing to them or their joint account, or any part thereof, or any ſecurities given for the ſame, but only ſuch and ſo much as ſhall be actually received and brought into the joint ſtock, nor compound or agree to accept part for the whole of any debt or ſum of money to them jointly owing or payable without the conſent and approbation of the others of them thereto in writing firſt had and obtained; And that neither of the ſaid copartners ſhall at any time during the continuance of this copartnerſhip, and before a final partition made between them, become bound, bail or ſurety for or with or to any perſon or perſons whatſoever, either by bond or bill, promiſe or otherwiſe, without the privity or conſent of the others of them thereto in writing firſt had and obtained. And it is further agreed by and between them the ſaid *E. C. M. C.* and *S. C.* that they ſhall once in every year during the ſaid copartnerſhip, at the feaſt of ——— or within twenty days then next enſuing come to a fair, plain and perfect account and reckoning with each other, of, for and concerning all matters relating to the ſaid copartnerſhip; *(or ſay,* all their buyings, ſellings, tradings and dealings, for, upon, or by reaſon of their joint account, and relating to their ſaid copartnerſhip, and of every ſuch ſtock, ready money and things as concern or ſhall then be employed in and about the ſame, and of the gains, profits and increaſe thereof, and alſo of the charge, damage, loſſes and expences happening or accruing thereby; and likewiſe all debts owing to and by the ſaid copartners, for, upon, or in reſpect of their ſaid joint trade and dealing) to the intent it may appear how and in what ſtate and condition they then ſtand in reference to their ſaid copartnerſhip and joint ſtock; and that upon the finiſhing and perfecting of every ſuch account, the ſame ſhall be fairly written and entered into three ſeveral books for that purpoſe to be provided, all three of which ſaid books ſhall be ſubſcribed by the ſaid *E. C. M. C.* and *S. C.* and one of them ſo ſubſcribed ſhall remain with the ſaid *E. C.* and one of them ſo ſubſcribed ſhall remain with the ſaid *M. C.* and the other of them ſo ſubſcribed ſhall remain with the ſaid *S. C.* which ſaid account ſo paſſed and ſubſcribed ſhall not be called in queſtion or any wiſe controverted, unleſs ſome ſpecial error or miſtake ſhall evidently and plainly appear to have therein eſcaped, and that the ſame error ſhall be diſcovered and certified in the life-time of all the ſaid copartners, and not otherwiſe; And alſo that within forty days next after the expiration of the ſaid copartnerſhip, a true and general account ſhall be made of all their dealings on account of their joint ſtock, and a juſt and equal partition ſhall be thereof made: Provided always, and it is expreſsly agreed by and between the ſaid parties to theſe preſents, that if either of them the ſaid *E. C. M. C.* and *S. C.* ſhall happen to die before the expiration of the ſaid term of ſeven years, or other ſooner determination of this preſent copartnerſhip, and before a final account or partition ſhall be paſſed and made between them of all matters and things relating to the ſaid copartnerſhip, no benefit or advantage of ſurvivorſhip ſhall accrue unto or be taken by the others of them in any wiſe whatſoever; but in ſuch caſe, a true and juſt account ſhall be taken by three indifferent perſons, one to be choſen by each of the ſurvivors of the ſaid copartners, and the other by the executors or adminiſtrators of the party ſo dying, and the ſurvivors of them the ſaid *E. C. M. C.* and *S. C.* ſhall have their election either to take the whole ſtock and produce

Books of accounts to be kept,

and copies thereof may be made.

Bonds, notes, &c. to be taken in all their names.

Of taking apprentices, &c.

Money taken with apprentices.

Imbezilment, &c. by apprentices.

One not to truſt above 5l. without the other's conſent.

Of releaſing and compounding for debt.

Of being ſurety or bail.

To account once a year,

and to account within forty days, &c.

Proviſo, That if one of the copartners die, no ſurvivorſhip ſhall accrue, but an account ſhall be taken, &c. &c.

produce thereof, at the rates the ſame ſhall be appraiſed at, paying one third of the value of which the ſame ſhall be appraiſed, unto the executors or adminiſtrators of the party ſo dying, within ſix months after ſuch copartner's death, or permit and ſuffer the executors or adminiſtrators of the party ſo dying, to diſpoſe of the ſaid one third part of the ſaid ſtock and produce thereof, at their own will and pleaſure; **And the ſaid** *E. C.* for herſelf, her executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *M. C.* and *S. C.* their executors and adminiſtrators, by theſe preſents, that ſhe the ſaid *E. C.* her executors and adminiſtrators, ſhall and will well and truly perform and keep all and ſingular the covenants, proviſoes and agreements herein before mentioned on her and their parts and behalfs to be performed and kept, according to the intent and true meaning of theſe preſents; **And**, &c. *(the like covenants from* M. C. *to* E. C. *and* S. C. *and from* S. C. *to* M. C. *and* E. C.) **And** it is mutually agreed by and between the ſaid parties, that in caſe either of them the ſaid *E. C. M. C.* and *S. C.* ſhall, at any time during the ſaid term of ſeven years, be minded to break off and diſſolve the ſaid copartnerſhip, they ſhall either of them be at liberty ſo to do, on giving ſix months notice to the others of them, of ſuch her intention to diſſolve the the ſame; and the party giving ſuch notice paying the others of them fifty pounds, out of her third part of the ſaid joint ſtock and produce thereof, as the ſame ſhall be appraiſed at: **Provided always**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that if either of them the ſaid *E. C. M. C.* and *S. C.* ſhall marry within the ſaid term of ſeven years, that then the party ſo marrying ſhall quit the ſaid trade and ſtock, and leave the ſame (being valued in ſuch manner as herein before mentioned, in caſe of the death of either of ſaid the parties) to the other of them, who ſhall pay for the ſaid ſtock and produce thereof, unto the party ſo marrying, what the ſame ſhall be valued at, within the ſpace of one year after ſuch marriage ſhall be had, by four equal quarterly payments, the party ſo marrying allowing unto the others of them the ſum of fifty pounds, out of her third part of the ſaid joint ſtock and produce thereof, as the ſame ſhall be appraiſed at, as if ſhe had broke off the ſaid copartnerſhip, in ſuch manner as aforementioned. **And it is hereby agreed and declared** by and between the ſaid parties hereunto, that if either of them the ſaid *E. C. &c.* ſhall be minded to enlarge the time of this preſent copartnerſhip beyond the ſaid term of ſeven years, that then ſuch one of them ſhall give notice to the others of them, of ſuch their intentions ſix months before the expiration of the ſaid term of ſeven years, or in default thereof, this preſent copartnerſhip ſhall ceaſe and determine at the end of the ſaid term of ſeven years. **In Witneſs**, &c.

Covenants for performance of covenants.

Any one of the copartners may diſſolve the copartnerſhip, &c.

Proviſo, That a copartner marrying ſhall quit the copartnerſhip within one year after, and pay to the others 50l.

What notice required, &c.

*Deed of Copartnerſhip between two Perſons, for the carrying on the Trade of a Potter. One of the Partners having a Houſe,* &c. *for that Purpoſe, which is to be enjoyed by Moieties at a ſtated Value.*

**THIS Indenture** made the 10th day of May, in the twentieth year, *&c.* and in the year of our Lord 1780, **Between** *A. A.* Citizen and Grocer of London, of the one part, and *B. B.* of Camberwell, in the county of Surry, ſpinſter, of the other part, **Witneſſeth**, That the ſaid *A. A.* and *B. B.* for divers good cauſes and conſiderations them thereunto moving, **Have** concluded and agreed, and by theſe preſents **Do** mutually promiſe and agree to and with each other to be and continue copartners and joint traders in the art and myſtery of Pot-making, and in ſelling, bartering and tranſporting of all ſorts of pots and earthen ware, for the term and ſpace of fourteen years, commencing and to be accounted from the day of the date hereof, fully to be complete and ended, if both theſe parties ſhall ſo long live, ſubject to the proviſoes and agreements herein after mentioned, **The ſame** joint trade to be managed and carried on in the pot-houſe, mill and warehouſes, and ſuch part of the meſſuage or dwelling-houſe and ground of her the ſaid *B. B.* ſituate and being in Camberwell aforeſaid, as now are or is uſed and employed for that purpoſe, or in ſuch other houſe or warehouſe, or place of trade as the ſaid parties ſhall in that behalf mutually agree on; and for the better managing and carrying on the ſaid joint trade, the ſaid *A. A.* and *B. B.* have as a preſent ſtock made up, brought in, and put together between them the full ſum or value of four thouſand pounds, of lawful money of Great Britain, conſiſting in ready monies and in pots, perfect earthen ware, clay, biſcuit, clay-ware, wood, lead, colours ground and unground, pot-boards, and other utenſils and things incident or belonging to the ſaid trade, in equal moieties and proportions (as by two ſeveral books or catalogues of the ſeveral particulars thereof mutually ſigned by both the ſaid parties on the day of the date hereof, may appear) which is to be accounted and taken as their capital or principal ſtock; **And thereupon** it is mutually and reciprocally covenanted, granted, concluded and agreed upon, by and between the ſaid parties, and each of them for him and herſelf, his and her heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his and her executors and adminiſtrators, in manner and form following; that is to ſay, That the ſaid capital ſtock of four thouſand pounds, and all gains, profit and increaſe which ſhall be made, raiſed or gotten in or by means of the ſaid joint trade, ſhall from time to time during the ſaid copartnerſhip, be continued, uſed and employed in the ſaid joint trade, and no part thereof to be taken out therefrom, or be by either of the ſaid parties uſed, converted or employed in or for any other uſe, trade, intent or purpoſe whatſoever (except ſuch allowances and deductions as are herein after mentioned) **And** that neither of the ſaid parties during this copartnerſhip ſhall with his or her own money (not belonging to the ſaid joint ſtock) or upon credit given him or her by any perſon or perſons whatſoever, trade, traffick or deal in any matter or thing in the way of the aforeſaid trade, or in any of the wares or commodities in which the ſaid parties ſhall mutually agree to trade or deal in, ſave only on the account and for the benefit of the ſaid joint ſtock and trade; **And** that the ſaid joint ſtock and trade, and all buyings, ſellings, receipts, payments, debts, bills of parcels, ſpecialties and aſſurances which during the ſaid copartnerſhip ſhall be had, made or taken in or touching the ſame trade, ſhall be from time to time managed, driven, entered, made and taken in the joint names of the ſaid parties, and to and for their equal benefit and advantage; **And** that each of the ſaid parties, his and her executors and adminiſtrators, ſhall at all times during this copartnerſhip, and at the ceaſing, diſſolving, or other determination thereof, have and enjoy an equal ſhare, right, title and intereſt of, in and to the ſaid joint ſtock, and of, in and to all gains, profit, increaſe and benefit whatſoever which ſhall ariſe, accrue or be made thereby, and of, in and to all monies, debts, goods, wares and commodities which from time to time ſhall be in or belonging to the

Conſiderations and agreement,

for fourteen years, if both parties live.

The place.

Stock put in particularized in two catalogues.

Stocks and profits to be employed in the joint trade, and not otherwiſe during the term, with exception.

Neither of the parties to trade ſeparately.

At the diſſolution of partnerſhip to divide equally.

the ſaid copartnerſhip, in equal proportions between them, to and for his and their own reſpective uſe and benefit; And that each of them the ſaid parties, his and her executors and adminiſtrators, ſhall and may upon or after the diſſolution or determination of this copartnerſhip by death or otherwiſe, receive and take his, her and their ſaid part or ſhare of all and ſingular the premiſes to his, her and their own reſpective uſe, in manner herein after expreſſed, without any claim or benefit to be had or taken by either of the ſaid parties ſurviving the other, any law or cuſtom, or any thing herein contained to the contrary notwithſtanding;

No benefit of ſurvivorſhip.

And that all debts and duties which are or ſhall be owing by the ſaid parties on account of their ſaid joint trade, and all loſſes and damages which ſhall happen to the ſaid joint ſtock, or the gains thereof, by bad debtors, loſs, damage or decay of goods, ſuits in law, neglects or miſmanagements of ſervants or apprentices, or any accidents whatſoever, and all ſervants' wages, and other neceſſary charges which ſhall be occaſioned or laid out in or about the ſaid joint trade, ſhall at all times during this copartnerſhip be allowed and borne by and out of the ſaid joint ſtock, and the gains thereof, ſo as each of the ſaid parties ſhall bear and pay an equal ſhare thereof.

Debts, loſſes and charges to be borne equally.

And it is hereby further agreed between the ſaid parties, that the meſſuage or dwelling-houſe where the ſaid parties now dwell, and the ſaid pot-houſe and warehouſes, and the ſaid mill and ground where the ſaid joint trade is now carried on, and all other the lands and grounds of the ſaid *B. B.* in Camberwell aforeſaid, ſhall during the ſaid copartnerſhip be held and enjoyed by the ſaid parties to theſe preſents, in equal moieties, and be valued and reckoned at the yearly rent of one hundred pounds, which yearly rent, together with all taxes, rates, and pariſh duties that ſhall be paid for the premiſes, and all needful and neceſſary charges for improving, upholding or repairing the ſame, ſhall be paid and borne by and out of the ſaid joint ſtock;

To enjoy the houſe, mill, &c. by moieties at a ſtated value per ann.

Rent, taxes and repairs to be paid out of the joint ſtock.

And further, that each of them the ſaid copartners ſhall and will at all proper times during this copartnerſhip diligently and faithfully employ and apply him and herſelf in and about the buſineſs of the ſaid joint trade and the management thereof, for the beſt advantage of both the ſaid parties, and of the ſaid joint ſtock; and that they the ſaid parties ſhall and will be true and juſt to each other in all his, her and their bargains, ſales, buyings, receipts, payments, accounts, and dealings in and about the premiſes, and thereof, upon requeſt, ſhall and will give a true account each of them to the other of them.

Partners to apply diligently, and to be juſt to each other, and upon requeſt to account.

And it is further covenanted and agreed by and between the ſaid parties, that for the better continuing of true and plain dealing between them concerning the ſaid joint ſtock and trade, they the ſaid parties ſhall and will provide and keep, or cauſe to be kept ſuch and ſo many books as ſhall be neceſſary, wherein they ſhall write or cauſe to be written the juſt and true particulars of all monies received and paid, and of all goods wares and commodities that ſhall be bought and ſold, received in or delivered out, and the rates and prices at which the ſame were bought and ſold, received and delivered, and of all debts which ſhall be contracted, and of all other things conducing to the manifeſting the eſtate of the ſaid joint trade: and that the ſame books, together with all other papers and writings touching or relating to the ſaid joint trade ſhall always remain extant, and be kept in ſome convenient part of their houſe or place of trade for the time being, where each of the ſaid parties may during this copartnerſhip, and at all ſeaſonable times afterwards, have free acceſs to and come by them, and may peruſe and copy out the ſame or any of them at his or her free will and pleaſure, without the let or hindrance of the other of them, his or her executors or adminiſtrators;

To keep books of receipts and payments,

in ſome convenient place, &c.

for peruſal, &c.

and that neither of the ſaid parties without the conſent of the other of them, ſhall ſell, lend or deliver by way of credit, loan or truſt, any monies, goods, wares or commodities belonging to the ſaid joint trade, or to any perſon or perſons whom the other of the ſaid parties ſhall forewarn or forbid to be credited or truſted:

One party not to give credit without the other's conſent. &c.

And that neither of the ſaid parties ſhall without the conſent of the other of them, releaſe, diſcharge or compound any debt or duty which during this copartnerſhip ſhall be due or owing to the ſaid parties on account of their ſaid joint trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the ſtock or caſh of the ſaid copartnerſhip;

nor compound debts.

And that each of the ſaid parties ſhall *bona fide* anſwer, pay, or otherwiſe make good unto the ſtock or caſh of the ſaid joint trade all ſuch monies or goods belonging to the ſame, as he, ſhe or any others by his or her order or direction ſhall diſcharge or give any receipt for; and that neither of the ſaid parties, his or her executors or adminiſtrators, ſhall, during this copartnerſhip, without the conſent of the other of them, his or her executors or adminiſtrators, firſt thereunto had and obtained in writing under his, her or their hands enter into bond, or otherwiſe become bound or charged as bail or ſurety for any perſon or perſons whatſoever, or do or wilfully ſuffer any other act or thing by means whereof the ſaid joint ſtock or trade, or any monies, goods, wares, debts or increaſe which ſhall be in or belonging to the ſame, ſhall or may be prejudiced, ſeized or taken in execution;

To make good to the joint ſtock, &c. not to become bound for any other perſon.

And that neither of the ſaid parties ſhall permit or ſuffer the ſaid joint ſtock or trade, or any of the monies, wares or debts which ſhall be in or due or belonging to the ſame, to be any ways charged or incumbered with or for any private or particular debt or duty, which ſhall not concern this copartnerſhip, but that every ſuch private or particular debt or duty, ſhall be paid or diſcharged by him or her whoſe debt or duty the ſame ſhall be, by and out of his or her own particular eſtate, not included in this copartnerſhip;

nor ſuffer the joint ſtock to be charged for any private debt, &c.

and that all ſervants and apprentices taken to be employed in the ſaid joint trade during this copartnerſhip, ſhall be ſo taken by and with the joint and mutual conſents of both the ſaid parties, and ſhall be maintained during their reſpective employments therein by and out of the ſaid joint ſtock,

Servants, &c. to be taken by joint conſent,

And all monies paid to or received by the ſaid parties or either of them, with or on account of any ſuch ſervant or apprentice, ſhall go and be equally divided between the ſaid parties, their executors or adminiſtrators; and that the ſaid parties ſhall and will yearly during this copartnerſhip, between the 1ſt day of December, and the 31ſt day of the ſame month in every year (unleſs prevented by ſickneſs) account together, and make, caſt up, and fully finiſh between them a true, perfect and particular account and reckoning in writing, of, for and concerning all monies, goods, wares, debts, and other eſtate and effects then being in or belonging, or owing unto the ſaid joint trade, and of all debts and duties then due and owing by and on account of the ſame;

Accounts to be made up in December yearly.

And upon finiſhing of every ſuch account the ſaid parties ſhall write and enter, or cauſe the true particulars of every ſuch account, and the reſt or balance thereof to be written and entered in two ſeveral books, and ſhall ſubſcribe both their names in each of the ſame books at the foot of every ſuch yearly account (entered therein) in the preſence of two witneſſes, who ſhall ſubſcribe their names as witneſſes unto ſuch ſubſcription of the ſaid parties, in each of the ſame books; and after the names ſubſcribed each of the ſaid parties ſhall have and take one of the ſaid books into his or her own cuſtody, and to his or her own uſe;

and entered in two books, and ſubſcribed by the parties, in the preſence of two witneſſes.

And alſo at or after the finiſhing and adjuſting ſuch yearly account, the ſaid parties ſhall then make ſuch deductions and dividends out of the gains of the ſaid joint ſtock as ſhall be then mutually agreed on between them, which ſaid monies ſo to be deducted ſhall be

equally

equally divided between the ſaid copartners. And it is hereby further agreed between the ſaid parties, that in caſe either of them ſhall happen to die during this copartnerſhip, then all ſuch bad and deſperate debts due or owing to or on account of the ſaid joint ſtock or trade as ſhall not have been reckoned as a good eſtate, and caſt up and included in ſuch yearly accounts to be made and ſtated as aforeſaid, ſhall with all convenient ſpeed be divided and diſtributed between the party ſurviving and the executors or adminiſtrators of the party deceaſed, in equal ſhares and proportions; And thereupon the party ſurviving, and the executors or adminiſtrators of the party deceaſed, ſhall give unto each other, and their reſpective executors and adminiſtrators, full power and authority to get in and receive his, her and their reſpective parts and ſhares of ſuch bad debts. And moreover, it is mutually covenanted, granted and agreed by and between the ſaid parties, and each of them, for him and herſelf, his and her heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his and her executors and adminiſtrators, that at the end of the ſaid copartnerſhip, the ſaid parties (if they be both then living) ſhall within one month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final account and reckoning in writing, of, for and concerning the ſaid joint trade or copartnerſhip, and all monies, debts, goods, wares, merchandizes, profits, gains and advantages which ſhall be then in or due, owing or appertaining to their ſaid joint ſtock or trade, or to them the ſaid parties for or on account thereof; And alſo of, for and concerning all debts, ſums of money, loſſes, charges and expences, which by reaſon of the ſame joint trade ſhall be by them the ſaid parties due or owing to any perſon or perſons, or which they the ſaid parties ſhall have ſuſtained for or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true eſtate of the ſaid joint trade ſhall then be, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid parties, according to the true intent and meaning of theſe preſents; And immediately thereupon, and afterwards as ſoon as conveniently may be, true payment and ſatisfaction ſhall be made, or good order taken for the true and ſpeedy payment and ſatisfaction of all ſuch debts and ſums of money as at the time of the expiration of the ſaid copartnerſhip, ſhall be by them the ſaid parties due or owing to any perſon or perſons, for or on account of the ſaid joint trade; And then alſo the payment, diviſion and delivery ſhall be made by and between the ſaid parties (at their then houſe or place of trade) of all and every ſuch monies, debts, goods, wares and other things which ſhall be then in, or due, belonging or appertaining to the ſaid joint ſtock or trade, or to the ſaid parties, on account thereof (over and above what ſhall be then owing by or on account of the ſaid joint trade as aforeſaid;) And thereupon alſo each of the ſaid parties, his or her executors or adminiſtrators, ſhall make and give unto the other of them, his or her executors and adminiſtrators, ſuch aſſignments of their reſpective parts and ſhares of the debts which ſhall be then due to the ſaid joint ſtock or trade, Together with full power and authority to ſue for and recover ſuch debts as the party who is to have the ſame debts ſhall upon ſuch diviſion as aforeſaid reaſonably require; And after ſuch diviſion, partition and aſſignment ſhall be made, neither of the ſaid parties, his or her executors or adminiſtrators, ſhall or will receive, releaſe, compound for or diſcharge any debt or debts which ſhall be allotted to the other of them, his or her executors or adminiſtrators, without his or her conſent to whom the ſame ſhall be ſo allotted. Provided always, and it is covenanted, granted, concluded and agreed by and between the ſaid parties, and each of them, for him and herſelf, his and her heirs, executors and adminiſtrators, doth hereby covenant, grant and agree, to and with the other of them, his and her executors and adminiſtrators, that if it ſhall happen that either of the ſaid parties ſhall die before the expiration of the ſaid term of fourteen years, then and in ſuch caſe the ſurvivor of them, his or her executors and adminiſtrators, ſhall and will accept and take all the whole ſtock of goods, wares, merchandizes, monies and debts which at or immediately before the deceaſe of the party ſo dying ſhall in any wiſe be appertaining unto them the ſaid parties as copartners, or by reaſon, or on account of the ſaid joint trade; And alſo in conſideration thereof, and for a full recompence and ſatisfaction to be had and made to the executors or adminiſtrators of the party ſo dying of and for his or her full moiety, part or ſhare of, in and to the ſaid joint ſtock, the ſame ſurvivor, his or her executors or adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their ſaid dwelling-houſe, or other their then place of trade, unto the executors, adminiſtrators or aſſigns of the party ſo dying, ſo much good and lawful money as the full value of the moiety, part and ſhare of or belonging to the ſaid party ſo dying, of and in the ſaid joint ſtock and trade did or ſhall appear to be or amount unto, by and according to the yearly account then laſt before made and ſubſcribed with their names as aforeſaid (in caſe any ſuch account ſhall have been thentofore made) but in caſe no ſuch account ſhall have been thentofore made, then ſo much lawful money as the full value of the part and ſhare of the ſaid capital ſtock brought into copartnerſhip by the party ſo dying as aforeſaid, is or ſhall amount unto, together with the intereſt for the ſame at the rate of five pounds *per cent. per annum*, to be accounted from the time of the death of the party ſo dying till payment thereof; the ſame to be paid in manner following, that is to ſay, One Moiety or half part thereof at the end of ſix calendar months next after the deceaſe of the party ſo dying, and the other moiety or half part thereof at the end of twelve calendar months next after ſuch the deceaſe of the party ſo dying. And for the better ſecuring the payment thereof, the ſaid party ſo ſurviving ſhall within one month after the deceaſe of the copartner ſo dying, enter into and become bound to the executors or adminiſtrators of the ſaid copartner ſo dying, in one or more bonds or obligations of double penalty (with one or more ſuch ſurety or ſureties as ſhall be to the good liking of the executors or adminiſtrators of the ſaid party ſo dying) conditioned for payment to the executors or adminiſtrators of the party ſo dying, of ſuch monies and intereſt at the times and place, and in manner and form aforeſaid; And ſhall alſo thereupon enter into and become bound to the executors or adminiſtrators of the party ſo dying, in one or more bonds or obligations of ſufficient penalty for ſaving harmleſs and indemnifying the heirs, executors and adminiſtrators of the party ſo dying, and his or her and their lands and tenements, goods and chattels, of and from all debts and duties which at the time of his or her deceaſe were jointly owing by them the ſaid parties, to any perſon or perſons, for any matter or thing touching, or on account of the ſaid joint ſtock or trade, and of and from all actions, ſuits, coſts, charges, damages and expences, for or about the ſame debts and duties, and every of them; Which ſaid debts and duties the party ſo dying doth agree to pay and ſatisfy in due and convenient time. And that the executors or adminiſtrators of the party ſo dying, upon the ſealing and executing ſuch bonds as aforeſaid, ſhall and will by writing ſufficient in the law duly executed, grant, aſſign and releaſe unto the party ſurviving, his or her executors or adminiſtrators, all the part, property, ſhare, right, title, intereſt, benefit, claim and demand whatſoever, of the ſaid executors

Agreement as to deſperate debts if one party dies,

at the end of the copartnerſhip parties to account,

and pay debts due from them,

and divide the ſtock,

and take order for getting in debts due to the ſtock, but not compound without conſent.

In caſe one party dies within the time, the ſurvivor is to take the ſtock and pay the value of a moiety to the repreſentative of the deceaſed,

as valued in the laſt annual account; or if no ſuch account, at full value of the ſhare brought into trade, with intereſt from the death,

and the ſurvivor to give bond with ſureties to the repreſentative for making ſuch payment.

and to indemnify the heirs, &c. of the deceaſed from debts, ſuits, &c.

and then the repreſentatives to aſſign to the ſurvivor their part.

executors and adminiſtrators of the party ſo deceaſing, of, in and to all and every the monies, goods, wares, debts, ſtock, gains, and other eſtate whatſoever, which at the time of his or her death, were in joint trade or copartnerſhip between them, or jointly owing or belonging unto them upon the account of the ſaid joint trade. **And the ſaid** *B. B.* doth hereby for herſelf, her heirs, executors and adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid *A. A.* his executors and adminiſtrators, that in caſe the ſaid *B. B.* ſhall happen to die during the term of this preſent copartnerſhip, and in the life-time of him the ſaid *A. A.* then the heirs and aſſigns of her the ſaid *B. B.* ſhall and will, at the requeſt, coſts and charges of the ſaid *A. A.* his executors or adminiſtrators, make and grant unto him the ſaid *A. A.* his executors, adminiſtrators and aſſigns, a good and ſufficient demiſe and leaſe of the ſaid meſſuage or dwelling-houſe, pot-houſe, mill and warehouſe aforeſaid, and of all other the lands and grounds now of her the ſaid *B. B.* in Camberwell aforeſaid, for ſo many years, and ſo long time as ſhall be then to come and and unexpired of the ſaid term of fourteen years, at and under the yearly rent of one hundred pounds, to be paid by half-yearly payments, and with uſual and reaſonable covenants on both ſides, in ſuch demiſe or leaſe to be contained.

If B. B. dies within the term, her heirs to demiſe the houſe, &c. to A. A. to the end of the term at the ſtated rent, &c.

**And laſtly,** It is hereby covenanted, granted, concluded and agreed by and between the ſaid parties, and each of them, for him and herſelf, his and her heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his and her executors and adminiſtrators, that if at any time during this copartnerſhip, or at or after the end thereof, any variance, ſtrife, controverſy, doubt or queſtion ſhall happen to ariſe, grow, or be between the ſaid parties, their executors or adminiſtrators, for or touching the ſaid joint trade or copartnerſhip, or for, upon, or touching any covenant, grant, clauſe, word, matter or thing herein contained, or the conſtruction thereof, then every ſuch doubt, queſtion or controverſy, ſhall be reſolved, diſcuſſed and determined by two indifferent perſons, to be elected by and between the ſaid parties, or their reſpective executors or adminiſtrators within twenty days next after any ſuch doubt, queſtion or controverſy ſhall ariſe; **And** in caſe ſuch two perſons cannot agree and determine the matter to them to be referred within twenty days next after ſuch reference, then the ſame ſhall be reſolved, diſcuſſed and determined by ſuch one indifferent perſon, as the ſaid two firſt referees or arbitrators ſhall for that purpoſe from time to time nominate and appoint an umpire in the premiſes, who ſhall determine the ſame within twenty days next after he ſhall be appointed umpire. **And** whatſoever end, order or determination the ſaid two perſons, or the ſaid umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective times in that behalf aforeſaid, make between the ſaid copartners, their executors, adminiſtrators or aſſigns, of, for or about the premiſes, or any part thereof, each of the ſaid parties doth hereby for him and herſelf, and their reſpective executors and adminiſtrators, covenant, promiſe and agree, to and with the other of them, his and her executors and adminiſtrators, to ſtand to, perform and keep the ſame, without any further ſuit or trouble whatſoever. **In Witneſs,** &c.

Differences to be referred to arbitrators,

who may chuſe an umpire.

Each party to ſtand to the determination.

*(Newnam.)*

*Part of a Deed of Copartnerſhip between two Tradeſmen, whereby one of the Parties advances, on Behalf of the other, Part of the Money for making up the Joint Stock ——— which with Intereſt is ſecured on his Part thereof.*

**THIS Indenture,** &c. **Between** *W. H.* Citizen, *&c.* of the one part, and *S. S.* Citizen, *&c.* of the other part. **Whereas** the ſaid *W. H.* and *S. S.* (parties hereto) have agreed to become and be copartners and joint traders together in the trade or buſineſs of ——— for the term of ——— years, in ſuch manner as herein after mentioned; and for which end and purpoſe they the ſaid parties have jointly taken between them a meſſuage or tenement, called and known by the name or ſign of the ——— ſituate in ——— in the pariſh of S. ——— London, for the term of ——— years, commencing from ——— at and under the yearly rent of ——— pounds, and each of them the ſaid parties hath agreed to advance, pay and put into one joint ſtock in monies, the ſum of ſeven hundred pounds, in manner as follows, *viz.* The ſaid *W. H.* the ſum of five hundred pounds, (whereof the ſum of one hundred and fifty pounds, part thereof, is by him advanced and paid for and on account and behalf of the ſaid *S. S.*'s which one hundred and fifty pounds, together with the intereſt for the ſame after the rate of five pouuds *per cent. per annum*, is hereby agreed ſhall be ſecured to be paid to the ſaid *W. H.* out of his the ſaid *S. S.* moiety of the ſaid joint ſtock and produce thereof, in ſuch manner, and ſubject as herein after mentioned,) and the ſaid *S. S.* the ſum of two hundred pounds, amounting in both to the ſaid ſum of ſeven hundred pounds, which ſeven hundred pounds is hereby agreed ſhall be the capital joint ſtock for the carrying on and managing their ſaid trade of a Hoſier, in ſuch manner, and ſubject as herein after is mentioned and expreſſed: **Now this Indenture witneſſeth,** That for the end and purpoſe aforeſaid, and in reſpect of the ſpecial truſt, good opinion and confidence which each of them the ſaid *W. H.* and *S. S.* hath for and repoſeth in the other, and to the intent (by God's permiſſion) to ſupport themſelves and to improve and augment their reſpective eſtates of and in the ſaid joint ſtock of ſeven hundred pounds, **It is** hereby mutually covenanted, granted, concluded and agreed by and between the ſaid parties hereto, and each of them the ſaid *W. H.* and *S. S.* by and for himſelf, his executors and adminiſtrators, **Doth** covenant, *&c.* to and with the other of them, his, *&c.* by theſe preſents, in manner as follows, (that is to ſay,) **That** they the ſaid *W. H.* and *S. S.* ſhall and will, from the day next before the day of the date of theſe preſents, continue and be copartners and joint traders together in the ſaid trade or buſineſs of —— and in the trading, buying and ſelling of all ſorts and kinds of goods, wares, merchandizes and other things incident and belonging thereto, for and during and unto the full end and term of —— years, to commence from the day next before the date hereof, if both the ſaid parties ſhall ſo long live: **And that** both the ſaid parties, during the continuance of this copartnerſhip, ſhall be jointly and equally intitled and intereſted to the ſaid meſſuage or tenement, with the appurtenances, called the —— for their mutual benefit and advantage; and that the ſaid trade or buſineſs ſhall be chiefly managed, uſed and carried on in the ſhop, or ſuch other places of the ſaid meſſuage or tenement, or in ſuch other place or places as they the ſaid parties ſhall mutually agree upon and think fit; **And that** all the ſaid joint ſtock of ſeven hundred pounds, and the gains, produce and profits thereof, ſhall at all times during the continuance of this copartnerſhip, and at the determination of the ſame, be received, taken and enjoyed by them the ſaid parties, in ſuch manner and ſubject as herein after mentioned, *viz.* As to one moiety or half part thereof, (the whole

Recitals.

Conſideration.

Covenant for —— years.

As to each party's being equally intereſted in the meſſuage, &c.

As to each party's ſhare, &c.

whole into two equal parts to be divided) the ſame ſhall go, belong and be, to and for the only uſe and benefit of the ſaid *W. H.* his executors, adminiſtrators and aſſigns; and as to the other moiety or half-part thereof, the ſame ſhall go, belong and be to and for the only uſe and benefit of the ſaid *S. S.* his executors, adminiſtrators and aſſigns, **Subject nevertheleſs,** as to his the ſaid *S. S.*'s moiety or half part thereof, to the payment unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns, of the ſaid ſum of one hundred and fifty pounds, ſo by him advanced as aforeſaid, together with intereſt for the ſame ſum after the rate of five pounds *per cent. per annum* from henceforth until payment thereof, in ſuch manner and ſubject to the proviſoes as are herein after mentioned touching the ſame; and that each of them the ſaid parties, his executors, adminiſtrators and aſſigns, ſhall and may at the end or other diſſolution of this copartnerſhip have, receive, take and enjoy, and be truly anſwered and paid their reſpective moieties, parts or ſhares, of and in the ſaid joint ſtock and produce thereof in ſuch manner and ſubject as aforeſaid; **And** that neither of them the ſaid parties ſhall be entitled to, nor have or take any right or advantage of ſurvivorſhip whatſoever of, in or to the ſaid meſſuage or tenement, joint ſtock, goods, debts and other things belonging to the ſaid joint trade during this copartnerſhip, or at the end thereof, upon the death of either of them, otherwiſe than as herein after-mentioned: **And this Indenture further witneſſeth,** that in purſuance of the ſaid recited agreement, and for better ſecuring payment of the ſaid principal ſum of one hundred and fifty pounds, ſo by him the ſaid *W. H.* advanced on the behalf of the ſaid *S. S.* for carrying on the ſaid joint trade as aforeſaid, together with intereſt for the ſame in manner aforeſaid, he the ſaid *S. S.* for himſelf, his executors and adminiſtrators, and for every of them, doth covenant, promiſe, declare and agree, to and with the ſaid *W. H.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that is to ſay,) That he the ſaid *S. S.* ſhall and will, during the continuance of the ſaid copartnerſhip, out of his own proper monies, well and truly pay unto the ſaid *W. H.* the intereſt for the ſaid ſum of one hundred and fifty pounds after the rate of five pounds *per cent. per annum*, from the date hereof until full payment of the ſaid ſum of one hundred and fifty pounds, without any deduction whatſoever; the ſaid intereſt to be paid by two equal half-yearly payments; the firſt payment whereof to begin and be made on ——— now next enſuing; and alſo that he the ſaid *S. S.* before the end of this copartnerſhip, ſhall and will pay unto the ſaid *W. H.* the ſaid principal ſum of one hundred and fifty pounds, and in caſe of his failure thereof, that then the executors or adminiſtrators of him the ſaid *S. S.* ſhall and will within —— next after his death well and truly pay or cauſe to be paid unto the ſaid *W. H.* his executors, adminiſtrators or aſſigns, the ſaid ſum of one hundred and fifty pounds, together with all intereſt for the ſame as ſhall then remain due, without any deduction whatſoever: **And** as for a further ſecurity for the ſame, **He** the ſaid *S. S.* **Doth** hereby for himſelf, his executors and adminiſtrators, ſubject, charge and make liable all his the ſaid *S. S.*'s moiety or half part of and in the ſaid joint ſtock, produce and proceed thereof, to and with the payment of the ſaid principal ſum of one hundred and fifty pounds, and intereſt for the ſame, unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns in manner as aforeſaid; ſubject nevertheleſs to the proviſoes herein after mentioned, *viz.* **Provided always, and it is hereby expreſsly agreed and declared** by and between the ſaid parties, for themſelves and for their reſpective executors and adminiſtrators, that in caſe he ſaid *S. S.* during the continuance of the ſaid copartnerſhip, ſhall truly pay to the ſaid *W. H.* the intereſt of the ſum of one hundred and fifty pounds, and alſo the ſaid principal ſum of one hundred and fifty pounds in manner as aforeſaid; and in caſe of his failure thereof, then if the executors or adminiſtrators of him the ſaid *S. S.* ſhall and do within the time aforeſaid well and truly pay unto the ſaid *W. H.* his executors, adminiſtrators or aſſigns, the ſaid ſum of one hundred and fifty pounds, together with all ſuch principal and intereſt monies as ſhall then remain due, in ſuch manner as is herein before mentioned of and concerning the ſame; then and in ſuch caſe, but not otherwiſe, the ſaid moiety or ſhare of him the ſaid *S. S.* of and in the ſaid joint ſtock, produce and profits thereof, ſhall from thenceforth be abſolutely freed, exonerated and diſcharged of and from the charge herein before limited and ſubjected of and in the ſame; and that then and from thenceforth the ſame moiety of and in the ſaid joint ſtock, produce and profits thereof, ſhall go and be to and for the only uſe and benefit of him the ſaid *S. S.* his executors, adminiſtrators and aſſigns, in ſuch manner as is herein before mentioned, declared and expreſſed of and concerning the ſame; any thing, *&c.* **Provided further, and it is hereby further agreed** and declared by and between the ſaid parties to theſe preſents, for themſelves and for their reſpective executors and adminiſtrators, that in caſe he the ſaid *S. S.* ſhall happen to die before the end of this copartnerſhip, and ſhall not before his death have paid and ſatisfied unto the ſaid *W. H.* the intereſt of the ſaid ſum of one hundred and fifty pounds in manner as aforeſaid; or in caſe he the ſaid *S. S.* in his life-time, or his executors or adminiſtrators, ſhall not within the ſaid ——— next after his death truly pay the ſaid principal ſum of one hundred and fifty pounds, and all the intereſt monies thereof, or ſo much of the ſaid principal ſum and intereſt monies as ſhall then remain due unto the ſaid *W. H.* in ſuch manner as is by him the ſaid *S. S.* herein before agreed and covenanted to be paid as aforeſaid, then and in either of the caſes aforeſaid, the ſaid moiety or half part or ſhare of him the ſaid *S. S.* of and in the ſaid joint ſtock, profits and produce thereof, ſhall in the firſt place be ſubject and liable to pay unto the ſaid *W. H.* his executors, adminiſtrators and aſſigns, the ſaid ſum of one hundred and fifty pounds, together with all ſuch intereſt as ſhall be then due for the ſame, or ſo much thereof as at the time of the death of him the ſaid *S. S.* ſhall then remain due to the ſaid *W. H.* in manner as aforeſaid; and then and in ſuch caſe the reſidue of his the ſaid *S. S.*'s moiety, or half-part or ſhare of and in the ſaid joint ſtock, and the profits and proceed thereof ſhall only be allotted, paid and aſſigned to the executors, adminiſtrators and aſſigns of him the ſaid *S. S.* any thing, *&c.* **And** it is, *&c.* *(Arbitrators to end diſputes, &c.)*

Subject, &c. to one party's moiety, &c.

No benefit of ſurvivorſhip.

As to Mr. S.'s ſecurity for payment of the 150l and intereſt to Mr. H.

*(Wood.)*

*Agreement*

*Agreement between Perſons to fit out a Ship to the Eaſt-Indies, and each to have an equal Share of the Profits at her Return.*

Recital of the ſhip being bound to C. and back. And of agreement to raiſe a ſtock to be laid out in goods. Agreement of the parties.

WHEREAS *T. B.* commander of the good ſhip called the *F.* whereof *S. C.* of, &c. and *G. P.* are part-owners, is bound out in and with the ſaid ſhip on a voyage to China, and back again to the port of London: And whereas the ſaid *S. C. G. P.* and *T. P.* have agreed to make up together a ſtock of —— pounds ſterling, to be laid out and inveſted in goods, wares and merchandizes, for the equal benefit of all the ſaid parties, for which purpoſe the ſaid *S. C.* and *G. P.* have each of them paid into the hands of the ſaid *T. B.* the ſum of ——— the receipt whereof the ſaid *T. B.* doth hereby acknowledge: Now therefore it is agreed between all the ſaid parties, and the ſaid *T. B.* doth hereby covenant, promiſe and agree, to and with the ſaid *S. C.* and *G. P.* their executors, adminiſtrators and aſſigns, jointly and ſeverally, that he the ſaid *T. B.* ſhall and will add and make up ——— of his own money to the ſaid ——— pounds paid him by the ſaid *S. C.* and *G. P.* and that he the ſaid *T. B.* ſhall and will upon the ſaid ſhip's arrival at China, or in her ſaid intended voyage, lay out and inveſt the ſame in goods, wares and merchandizes, to the moſt profit and advantage of all them the ſaid parties that he can, according to the beſt of his judgment, and with reſpect to the orders and directions of the ſaid *S. C.* and *J. P.* in and touching the ſame, and ſhall and will bring home the effects and produce thereof in and with the ſaid ſhip, (the caſualties of the ſeas excepted,) and upon the arrival at London, or any other port in England, or ſooner, if opportunity ſhall ſerve, ſhall and will ſend the invoice of the produce of the ſaid ——— pounds to the ſaid *S. C.* and *G. P.* their executors or aſſigns, or ſome of them at London; and will alſo make a juſt and true account to them, or ſome of them, of all the produce of the ſaid ——— pounds. And it is agreed between all the ſaid parties, that all the produce and effects of the ſaid ——— ſhall be ſold and diſpoſed of at London, with all convenient expedition after arrival thereof, for the equal advantage of all the ſaid parties, and that each of them ſhall have and receive one full third part of the neat proceed thereof: and that no benefit of ſurvivorſhip ſhall come unto or be claimed by any of the ſaid parties, of, in or to the ſaid ——— pounds, or the proceed, by the death or deceaſe of either or any of them. In Witneſs, &c.

*(Wood.)*

*Deed of Covenant from the ſurviving Partner to indemnify the Executors of the deceaſed Partner touching the Coparnerſhip, and the Executors aſſign their Share, and give Power to ſue, and covenant for further Aſſurances.*

The parties.

THIS Indenture, made the 1ſt day of April, in the ——— year, &c. and in the year of our Lord 17—, Between *A. A.* the elder, Citizen and Mercer of London, and *B. B.* Citizen and Mercer of London, of the one part, and *C. A.* widow and relict of *D. A.* late Citizen and Mercer of London, deceaſed, and *E. A.* Citizen and Mercer of London, two of the executors of the laſt will and teſtament of the ſaid *D. A.* of the other part.

A deed of copartnerſhip recited between the teſtator and the now parties, of the firſt part,

containing an agreement on the death of a partner for the ſurvivors to pay his executors for his ſhare,

and to become bound to his executors for the ſame, and to indemnify them touching the ſame,

and that the executors ſhould aſſign, &c. their part.

Whereas by indenture *tripartite* bearing date the 21ſt day of January, which was in the year of our Lord 1767, and made or mentioned to be made between the ſaid *A. A.* of the firſt part, the ſaid *D. A.* of the ſecond part, and the ſaid *B. B.* of the third part, purporting a deed of copartnerſhip between the ſaid parties to the ſame indenture in the trade and myſtery of a Hoſier, for the term of five years from the day of the date of the ſaid recited indenture, if all the ſaid parties thereto ſhould ſo long live, It is (among other things therein contained) concluded and agreed by and between the ſaid parties to the ſame indenture, that if it ſhould happen that any of the ſaid parties thereto ſhould depart this life before the determination of the ſaid copartnerſhip before the expiration of the ſaid term of five years, That then the ſurvivors of the ſaid parties, their executors and adminiſtrators, ſhould and would for a full recompence to the executors or adminiſtrators of the party ſo dying, for his part, ſhare and proprotion of and in the ſaid joint ſtock in copartnerſhip, pay and ſatisfy unto the executors, adminiſtrators and aſſigns of the party ſo dying ſo much good and lawful money of England as the full value of the part and ſhare of or belonging to the ſaid party ſo dying of and in the ſaid joint ſtock and trade, did or ſhould appear to be or amount unto, by and according to the yearly account then next before made and ſubſcribed together, with intereſt for the ſame, at the rate of five pounds *per cent. per annum*, to be accounted from the death of the party ſo dying, till payment of the ſame, to be paid in equal third parts, at three ſeveral times therein for that purpoſe mentioned, and that the ſurvivors of the ſaid parties ſhould within one month next after the death of the copartner ſo dying become bound to the executors or adminiſtrators of the copartner deceaſing, in one or more bonds or obligations as well for payment to the executors or adminiſtrators of the copartner ſo deceaſing, of ſuch money and intereſt in manner aforeſaid, as alſo for the ſaving and keeping harmleſs and indemnifying of the heirs, executors and adminiſtrators of the firſt deceaſing party, and his and their lands and tenements, goods and chattels of and from all the debts and duties which at the time of his deceaſe ſhould be jointly owing by the ſaid parties to any perſon or perſons, for any matter or thing touching the ſaid trade or ſtock, or on account thereof, and of and from all actions, ſuits, coſts, charges, expences and damages, for or concerning the ſame debts and duties, and every or any of them; And that the executors or adminiſtrators of the ſaid firſt deceaſing party, upon the ſealing and receipt of the ſeveral bonds before mentioned, ſhould and would grant, aſſign and releaſe unto the parties ſurviving, their executors and adminiſtrators, all the part, purparty, right, title, intereſt, ſhare, benefit, claim and demand whatſoever, of the ſaid executors and adminiſtrators of the party ſo dying, of, in and to all and every the monies, goods, wares, debts, ſtock, gains, and other eſtate which at the time of ſuch his deceaſe ſhould be in joint trade or copartnerſhip between the ſaid parties, or jointly owing or belonging to them upon the account of the ſaid joint trade, as in and by the ſaid recited indenture, relation being thereunto had, it doth and may more fully and at large appear.

The teſtator's death recited, and will, appointing executors, who have proved it.

And whereas upon or about the 20th day of March laſt paſt before the date hereof, the ſaid *D. A.* one of the ſaid parties to the ſaid recited indenture of copartnerſhip, departed this life, having made his laſt will and teſtament in writing duly executed, and the above named *A. A. C. A.* and *E. A.* executors thereof,

who

who have ſince proved the ſame, and taken upon them the burthen of the execution thereof. **And whereas** the full value of the part and ſhare of or belonging to the ſaid *D. A.* of and in the ſaid joint ſtock and trade, did, upon and according to the laſt yearly account made and ſubſcribed by the ſaid parties to the ſaid recited indenture in the month of December laſt paſt before the date hereof, appear to be and amount unto the ſum of four thouſand five hundred pounds, and no more, after ſuch deductions as were then made by the ſaid parties to the ſaid recited indentures by their mutual conſent and agreement. **And whereas** purſuant to the ſaid recited agreement, the ſaid *A. A.* and *B. B.* are become bound to the ſaid *C. A.* and *E. A.* in three ſeveral bonds or obligations bearing even date with theſe preſents, in the penal ſum of three thouſand pounds each, with three ſeveral conditions for the payment of three ſeveral ſums of one thouſand five hundred pounds, in all amounting to four thouſand five hundred pounds, together with intereſt for the ſame, after the rate of five pounds *per cent. per annum*, at three ſeveral days of payment therein mentioned, according to the purport, true intent and meaning of the ſaid recited agreement in that behalf, as by the ſaid recited obligations and conditions thereof, may more fully appear. **Now this Indenture witneſſeth**, That in further purſuance of the ſaid recited agreement, they the ſaid *A. A.* and *B. B.* **Do**, and each of them **Doth** for themſelves, and each of them, their, and each of their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *C. A.* and *E. A.* their executors and adminiſtrators, that they the ſaid *A. A.* and *B. B.* their heirs, executors and adminiſtrators, or ſome of them, ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *C. A.* and *B. B.* and each of them, their and each of their executors and adminiſtrators, and the heirs, executors and adminiſtrators of the ſaid *D. A.* and their and every of their lands and tenements, goods and chattels, of, from and againſt all and every the debts and duties which at the time of the deceaſe of the ſaid *D. A.* were jointly owing by the ſaid parties to the ſaid recited indenture, to any perſon or perſons, for any matter or thing touching or concerning the ſaid joint trade or ſtock, or on account thereof, and of and from all actions, ſuits, coſts, charges, expences and damages, for or concerning the ſame debts and duties, and every or any of them. **And** for the true and faithful performance of the ſaid laſt mentioned covenant and agreement, they the ſaid *A. A.* and *B. B.* do hereby bind and oblige themſelves, and each of them, their and each of their heirs, executors and adminiſtrators to the ſaid *C. A.* and *D. A.* their executors and adminiſtrators, in the penal ſum of one thouſand two hundred pounds, of lawful money of Great Britain. **And this Indenture further witneſſeth**, That in conſideration of the premiſes, and in purſuance of the ſaid recited agreement, and in conſideration of ten ſhillings of lawful money of Great Britain to the ſaid *C. A.* and *E. A.* in hand paid by the ſaid *A. A.* and *B. B.* (at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged) **They** the ſaid *C. A.* and *E. A.* **have**, and each of them **hath** granted, aſſigned, releaſed, transferred and ſet over, **And** by theſe preſents **Do**, and each of them **Doth** grant, aſſign, releaſe, transfer, and ſet over unto the ſaid *A. A.* and *B. B.* their executors, adminiſtrators and aſſigns, **All the Part**, purparty, right, title, intereſt, ſhare, benefit, claim and demand whatſoever, of them the ſaid *C. A.* and *E. A.* and of either of them, as executors of the ſaid *D. A.* or otherwiſe howſoever, of, in, to or out of all and every or any the monies, goods, wares, debts, ſtock, gains, and other the eſtate whatſoever, which at the time of the deceaſe of the ſaid *D. A.* was or were in joint trade or copartnerſhip between the ſaid parties to the ſaid recited indenture, or jointly owing or belonging unto them upon the account of the ſaid joint trade, **To have, hold**, receive, perceive, take and enjoy the ſame, and every of them, and every part thereof, and all the benefit thereof, unto the ſaid *A. A.* and *B. B.* their executors, adminiſtrators and aſſigns, together with full power, licence and authority, to aſk, demand, ſue for, recover and receive the ſame, to and for their own uſe and benefit. **And the ſaid** *C. A.* and *E. A.* do hereby for themſelves, their heirs, executors and adminiſtrators, covenant, promiſe and grant to and with the ſaid *A. A.* and *B. B.* their executors and adminiſtrators, **That** they the ſaid *C. A.* and *E. A.* their executors and adminiſtrators, and every of them, ſhall and will at any time or times hereafter, at the requeſt, coſts and charges of the ſaid *A. A.* and *B. B.* their executors and adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable acts, deeds and things, for the further and better granting, aſſigning and releaſing the premiſes, and every or any part thereof, unto the ſaid *A. A.* and *B. B.* their executors, adminiſtrators and aſſigns, to and for their own uſe and benefit, according to the true intent and meaning of theſe preſents. **In Witneſs**, &c.

*(Horſeman.)*

The value of his ſhare recited.

and that the ſurviving partners have given bond, &c.

The covenant with the executors,

to indemnify them *ut ſupra.*

The executors aſſign their ſhare to the ſurviving partners.

Habendum, and give power to ſue for the ſame,

and covenant for further aſſurances.

## *Articles of Copartnerſhip between two Schoolmaſters.*

**THIS Indenture** made, *&c.* **Between** *T. Q.* of, *&c.* Schoolmaſter of the one part, and *J. M.* of the ſame place, Schoolmaſter, of the other part. **Whereas** the ſaid *T. Q.* and *J. M.* have mutually agreed to be partners, or joint Schoolmaſters, therefore **Theſe Preſents witneſs**, That the ſaid *T. Q.* for and in conſideration of the ſum of, *&c.* to him in hand paid by the ſaid *J. M.* the receipt, *&c.* and of the further ſum of, *&c.* to be paid by the ſaid *J. M.* within ſix months from the date hereof; **He** the ſaid *T. Q.* **Doth** hereby aſſign, transfer, and ſet over unto the ſaid *J. M.* **One Moiety** or half part of his term as yet to come, of and in the ſchool which he now poſſeſſes and teaches in, *&c.* aforeſaid; **And alſo doth** hereby bargain and ſell unto the ſaid *J. M.* **One Moiety** or half part of the furniture, goods, and other the appurtenances now the property of the ſaid *T. Q.* of, in or belonging unto the ſaid ſchool; **And the ſaid** *T. Q.* and *J. M.* **Do** reſpectively covenant, promiſe and agree, to and with the other of them by theſe preſents, that from the date hereof they the ſaid *T. Q.* and *J. M.* ſhall and will be and continue copartners and joint teachers in the ſaid ſchool, ſituate, *&c.* as aforeſaid, or other place where the ſaid *T. Q.* and *J. M.* ſhall agree and think convenient for carrying on the art and myſtery of Schoolmaſters, in teaching and inſtructing ſcholars in Writing, Arithmetick, Engliſh, French, Latin, Greek, or whatſoever elſe they the ſaid *T. Q.* and *J. M.* ſhall teach, according to the reſpective abilities and qualifications of the ſaid *T. Q.* and *J. M.* **And** that they the ſaid *T. Q.* and *J. M.* ſhall continue copartners and joint teachers as aforeſaid, for and unto the full end and term of ſeven years from the date hereof, fully to be complete and ended, if they ſhall ſo long live; **And the ſaid** *J. M.* doth hereby covenant, promiſe and agree to pay unto the ſaid *T. Q.* one moiety of the rent, taxes, aſſeſſments, or other impoſitions which ſhall become due or

aſſeſſed on the ſaid ſchool, and ſhall pay a moiety of the expences of the neceſſary reparations as long as they ſhall continue in the ſaid ſchool; and if they the ſaid parties ſhould agree to take any other ſchool or place to teach in as aforeſaid during their copartnerſhip, they ſhall pay the rents, taxes, and other incumbrances ariſing thereby, ſhare and ſhare alike; **And** when either of the ſaid parties ſhall receive, from any perſon or perſons, any ſum or ſums of money ariſing by reaſon of the teaching in the ſaid ſchool, the ſaid party ſo receiving it ſhall immediately give unto the other party his moiety thereof without fraud or delay; **Provided always** that theſe preſents, or any thing herein contained, ſhall not extend to or exclude either party from teaching, for his ſole account, any perſon whatſoever out of ſchool, and not within the uſual hours of attending ſchool; **And** the ſaid *T. Q.* and *J. M.* do likewiſe each of them promiſe and agree to bear one moiety of all loſſes accruing by non-payment of the ſcholars, or otherwiſe howſoever occaſioned by their ſaid copartnerſhip, *&c.* **In Witneſs**, &c.

*(Wood.)*

*A Relinquiſhment of a Man's Eſtate or Intereſt in a Copartnerſhip.*

**THIS Indenture**, made, *&c.* **Between** *A. B.* of the one part, and *C. D.* and *E. F.* of the other part, **Witneſſeth, That whereas** the ſaid *A. B. C. D.* and *E. F.* together with one *L. M.* have heretofore dealt together as copartners in trading of Merchants, as well on this ſide the ſeas, as in parts beyond the ſeas; and by their trading together, many goods, wares and debts, are come and grown unto them both here in England, and in parts beyond the ſeas, wherein every one of them hath an intereſt according to their agreement made between them; and likewiſe they the ſaid parties are become indebted to divers other perſons in divers ſums of money concerning their trafficks aforeſaid: **And whereas** alſo the ſaid *A. B.* upon good conſiderations him moving, and eſpecially for and in conſideration of a certain competent ſum of money to him at or before the enſealing hereof, by the above named *C. D.* and *E. F.* in hand paid, whereof and wherewith he the ſaid *A. B.* acknowledgeth himſelf to be well and truly ſatisfied and contented by theſe preſents, is contented and agreed, and by theſe preſents doth conſent and agree to ſever himſelf from the trade and dealing together with the ſaid *C. D. E. F.* and *L. M.* **And alſo** doth by theſe preſents, for the conſiderations aforeſaid, grant, aſſign and ſet over unto the ſaid *C. D.* and *E. F.* all ſuch right, title, property and intereſt whatſoever, which he the ſaid *A. B.* hath, ſhould or ought to have, of, in and to all and ſingular ſuch goods, wares, merchandizes and debts, as are mentioned and expreſſed in and by the balance of an account ſubſcribed with the hand of the ſaid *A. B.* bearing date the 10th day of J. now laſt paſt, and delivered to the ſaid *C. D.* and *E. F.* **And the ſaid** *A. B.* for him, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *C. D.* and *E. F.* and each of them, their executors and adminiſtrators by theſe preſents, in manner and form, *&c.* That the ſaid account, according to the tenor of the aforeſaid balance, is juſt and true; and that he the ſaid *A. B.* at any time heretofore hath not received, releaſed or diſcharged, and that he the ſaid *A. B.* his heirs, executors and adminiſtrators, at any time hereafter ſhall not receive, releaſe, acquit or diſcharge any of the goods or debts, mentioned in the ſaid account, nor any part thereof, nor do any act, deed or thing, to let or hinder the ſaid *C. D.* and *E. F.* or either of them, of, or in the having, recovering, receiving, or enjoying of the ſame, or any of them, or any part thereof, without the conſent and agreement of the ſaid *C. D.* and *E. F.* their executors and aſſigns in writing firſt had and obtained in that behalf; but ſhall and will permit and ſuffer the ſaid *C. D.* and *E. F.* their executors or adminiſtrators, to have, take, recover, receive and enjoy to their own proper uſe, the ſame goods and debts, and every of them, and every part thereof, without any account to be yielded or made for the ſame, or any part thereof, to the ſaid *A. B.* his executors or adminiſtrators; **And** that the ſaid *A. B.* ſhall and will (if need require) upon reaſonable requeſt to him made by the ſaid *C. D.* and *E. F.* or either of them, their executors or adminiſtrators, further and help them in the recovery and obtaining of the ſaid goods and debts, at the coſts and charges of the ſaid *C. D.* and *E. F.* their executors, *&c.* **And the ſaid** *C. D.* and *E. F.* for themſelves jointly and ſeverally, and for their joint and ſeveral executors, *&c.* do covenant, promiſe and grant to and with the ſaid *A. B.* his executors and adminiſtrators, by theſe preſents, That they the ſaid *C. D.* and *E. F.* their heirs, executors and adminiſtrators, ſhall and will at all times hereafter, content and ſatisfy all the creditors to whom the ſaid *A. B.* ſtandeth any manner of ways charged or indebted, for and concerning any, as well the affairs and dealings mentioned and contained in the ſaid account, as well owing on this ſide the ſeas, as in any parts beyond the ſeas, and of and for the ſame, and every of them, as alſo of and for ſuch part and portions as doth appertain to the ſaid *L. M.* and likewiſe of and from all accounts, actions, ſuits and demands concerning the ſaid *L. M.* in the accounts and affairs aforeſaid, ſhall and will at all times hereafter ſave and keep harmleſs the ſaid *A. B.* his heirs, executors and adminiſtrators, and every of them, by theſe preſents. **In Witneſs**, &c.

*(Wood.)*

*Deed of Copartnerſhip between two Perſons in the Trade of a Linen-Draper, with proper Covenants. The Trade to be carried on in a Houſe belonging to one of them. Two Thirds of the Stock to be brought in by one Partner, and the other one Third by the other Partner, and to divide, &c. in Proportion. A Yearly Sum to be allowed for Servants Diet, and to entertain Cuſtomers.*

Agreement to carry on the trade.

**THIS Indenture**, made the 4th day of December, in the 20th year, *&c.* and in the year of our Lord 1779, **Between** *A. A.* Citizen and Grocer, of London, of the one part, and *B. B.* Citizen and Girdler of L. of the other part, **Witneſſeth**, that the ſaid parties hereto, in conſideration of the good opinion they have of each other, and for the improving of their eſtates, and for other good cauſes and conſiderations them hereunto moving, **have** concluded and agreed together, **And** by theſe preſents **Do** ſeverally promiſe and agree to and with each other, to enter into copartnerſhip together, and to be and continue copartners and joint traders, and dealers in the trade, art and myſtery of a Linen-Draper, and in the buying and ſelling of all goods, wares, merchandizes, and other things belonging to the ſaid trade, or uſually traded and dealt in

in by Linen-Drapers; The ſaid copartnerſhip to commence and be accounted from the 5th day of this inſtant month of December, and to be and continue for the term and ſpace of five years from thence next enſuing, fully to be complete and ended (if both of them the ſaid parties ſhall ſo long live) ſubject to the terms, proviſoes and agreements herein after mentioned and contained: The ſaid joint trade to be managed and carried on in the meſſuage or tenement now or late known by the name or ſign of the Crown, (but intended to be called or known by the name or ſign of the Crown and Cuſhion) ſituate next the church in Fleet-Street, in the pariſh of St. Dunſtan in the Weſt, London, and now in leaſe to him the ſaid *A. A.* or in ſuch and ſo much of the ſaid meſſuage, and the ſhop, rooms and warehouſes of or belonging to the ſame, as they the ſaid parties ſhall think fit and requiſite for that purpoſe, or in ſuch other houſe, ſhop or warehouſe in or about London, as they the ſaid parties ſhall in that behalf mutually agree on. And for the better furniſhing and carrying on the ſaid joint trade, the ſaid parties have agreed with each other to bring into the ſame, and to make up between them in money, goods and wares, the ſum or value of three thouſand pounds of lawful money of Great Britain, as and for their capital or joint ſtock; the ſame three thouſand pounds capital ſtock to be brought in and made up by the ſaid parties in the proportions following, that is to ſay, two thouſand pounds (two third parts thereof) by the ſaid *A. A.* and one thouſand pounds (the remaining third part thereof) by the ſaid *B. B.* And thereupon it is mutually and reciprocally agreed upon by and between the ſaid parties, and each of them for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe, grant and agree, to and with the other of them, his heirs, executors and adminiſtrators, in manner and form following, that is to ſay, That the ſaid capital ſtock of three thouſand pounds to be brought in and made up by the ſaid parties in the proportions aforeſaid, and every part thereof, and all gains, profits and increaſe which ſhall be made, raiſed or gotten in or by means of the ſaid joint trade, ſhall from time to time during the ſaid copartnerſhip, be continued, uſed and employed in the ſame joint trade, and no part thereof be taken thereout, or be by either of the ſaid parties uſed, converted to, or employed in, for or about any other uſe, trade, intent or purpoſe whatſoever (other than and except as is herein after in that behalf mentioned; and that neither of the ſaid parties ſhall with his own monies (not belonging to the ſaid joint ſtock) or upon credit given him by any perſon or perſons whatſoever, trade, barter or deal in any wiſe howſoever, in the way or trade of a Linen-Draper, or in any of the wares, goods or merchandizes, which the ſaid parties ſhall mutually conſent and agree to trade or deal in, ſave only on the account and for the advantage and benefit of the ſaid joint ſtock and trade; and that the ſaid joint ſtock and trade, And all the buyings, ſellings, receipts, payments, debts, bills of parcels, ſpecialties and aſſurances which during the ſaid copartnerſhip ſhall be had, made or taken, about, in or touching the ſame trade, ſhall from time to time be managed, carried on, entered, made and taken in the joint names of both of them the ſaid parties, to and for the uſe, benefit and advantage of each of them, in proportion to their ſeveral intereſts and ſhares in the ſaid capital ſtock and joint trade; And that each of them the ſaid parties, his executors and adminiſtrators, ſhall at all times during the ſaid copartnerſhip, and at the end, expiration, or other ſooner determination thereof, have and enjoy a ſeveral ſhare, right, title and intereſt of, in and to the ſaid joint ſtock, and of, in and to all the gains, increaſe and profit whatſoever ariſing therefrom, or to be made or gotten thereby, and of, in and to all monies, goods, wares and effects which from time to time ſhall be in or belonging to the ſaid joint ſtock and trade, according to their ſeveral intereſts and ſhares in the ſame ſtock and trade; And alſo, ſhall and may accordingly, upon or after the end or diſſolution of this copartnerſhip by death or otherwiſe, receive and take his and their ſeveral part, ſhare or proportion of all and ſingular the premiſes, to his and their own reſpective uſe and benefit in manner herein after expreſſed (other than as is herein after in that behalf mentioned) without any claim, benefit or advantage of ſurvivorſhip to be had, made or taken by either of the ſaid parties ſurviving the other, any thing herein contained, or any law, cuſtom or uſage to the contrary notwithſtanding; And that all debts and duties which ſhall be contracted or owing by the ſaid parties on account of their ſaid joint ſtock or trade, and all loſſes and damages which ſhall happen or come to the ſame, or to the gains or produce thereof, by bad debts, loſſes, damages or decay of goods, ſuits at law or in equity, or other caſualty whatſoever, and all ſervants wages, charges of books and letters, and treating of cuſtomers, and all other neceſſary charges and expences which ſhall be occaſioned, laid out, or happen in or about the ſaid joint trade, ſhall at all times during this copartnerſhip be paid, allowed, ſuſtained and borne by and out of the ſaid joint ſtock, and the gains and profits thereof, ſo as each of the ſaid parties ſhall bear and pay his ſhare thereof, in proportion to his intereſt in the ſaid joint-ſtock. And whereas the ſaid *A. A.* holds the ſaid meſſuage, ſhop and warehouſes where the ſaid joint trade is to be carried on, by virtue of, and under a leaſe to him thereof lately granted for a term or terms for years which will endure longer than this preſent copartnerſhip, at and under the yearly rent of ſixty pounds. Now in Conſideration of the uſe which both the ſaid parties are to have of the ſaid ſhop, warehouſes and rooms belonging to the ſaid meſſuage for carrying on their ſaid joint trade therein, it is hereby further agreed between them, that two full third parts of the ſaid yearly rent of ſixty pounds, and of all taxes, rates and pariſh duties payable, or to be paid for the ſame meſſuage, ſhop, warehouſes and premiſes during the ſaid copartnerſhip, and all charges for the neceſſary repairing or improving the ſaid ſhop, warehouſes and premiſes, ſo far as concerns or relates to the benefit or advantage of the ſaid joint trade, ſhall be paid and borne by both the ſaid parties, by and out of their ſaid joint ſtock, and the profits thereof, in proportion to their ſaid ſeveral ſhares and intereſts therein. And further, that all the counters, preſſes, ſhelves, deſks, and other neceſſary and convenient things which ſhall be provided and made uſe of in or about the ſaid ſhop and warehouſes, or other place (where the ſaid joint trade ſhall be carried on) for the better carrying on and accommodating the ſame trade, ſhall be provided and paid for by and out of the ſaid joint ſtock, and ſhall be, and be deemed to be the goods and effects of both the ſaid parties, and ſhall go and remain as part of their ſaid joint ſtock in proportion to their ſeveral ſhares and intereſt in the ſame ſtock. And further, that ſuch of the ſaid parties who for the time being ſhall find and provide diet and lodging for the ſervants (other than and except apprentices) who ſhall be retained and employed by them the ſaid parties in or about their ſaid joint trade, or the affairs and buſineſs thereof, ſhall be paid and allowed out of the ſaid joint ſtock, and the produce thereof, the yearly ſum of twenty pounds, by four equal quarterly payments, for each ſervant for whom ſuch party ſhall ſo provide as aforeſaid, and ſo proportionably, and after that rate for any longer or ſhorter time than a year that any ſuch ſervant ſhall be ſo provided for. And alſo, that for ſo long time of the ſaid copartnerſhip as the ſaid *B. B.* ſhall not be a houſekeeper the ſaid *A. A.* ſhall be paid and allowed out of the ſaid

for five years, if they both live ſo long.

in a houſe in leaſe to one of the parties.

One party to bring in two thirds, and the other party one third of the ſtock.

Neither party to trade ſeparate

The trade to be in the names of both, &c.

Each to have a proportional ſhare of the profits.

and at the end of the partnerſhip to take their parts accordingly without the benefit of ſurvivorſhip.

Debts, loſſes, &c to be born by the joint-ſtock.

Recital of rent, &c.

two thirds be borne by the joint ſtock.

Counters, ſhelves, &c. to be paid for by the joint ſtock.

The party who finds diet, &c. for ſervants to be paid a certain yearly ſum out of joint ſtock, except apprentices.

While one party is not a houſekeeper the other to have a certain allowance to entertain cuſtomers, &c.

ſaid joint ſtock and the produce thereof, the yearly ſum of fifty ponnds, by four equal quarterly payments for and towards the charges and expences which he may be at in treating and entertaining of cuſtomers at his table and in his houſe. And from and after ſuch time as the ſaid *B. B.* ſhall become a houſekeeper the ſaid *A. A.* ſhall be only paid and allowed the yearly ſum of thirty pounds, and the ſaid *B. B.* ſhall be paid and allowed the yearly ſum of twenty pounds, for and towards their reſpective charges and expences in treating and entertaining of cuſtomers at their ſeveral tables, and in their ſeveral houſes, both which ſaid laſt mentioned yearly ſums ſhall be paid and allowed out of the ſaid joint ſtock, and the produce thereof, by four equal quarterly payment.

The parties covenant to employ themſelves in the trade.

And each of the ſaid parties for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the other of them, his executors and adminiſtrators, that he ſhall and will at all fitting and ſeaſonable times during the copartnerſhip, diligently and faithfully apply and employ himſelf unto, and in or about the ſaid joint trade, and the management and carrying on of the ſame, and the affairs and buſineſs thereof, for the promoting the ſame, for the advantage and benefit of both of them the ſaid parties;

and to be true, &c. and truly account,

And ſhall and will be true, juſt and faithful to the other of the ſaid parties in all his buyings, ſellings, receipts, payments, accounts and tranſactions in and about the ſame trade, and ſhall and will (upon the requeſt of the other of the ſaid parties) from time to time make and give to him true and juſt accounts thereof;

and to keep books to make entries of monies received and paid, &c.

And for the better continuing and manifeſting of true and plain dealing between them the ſaid parties concerning the ſaid joint trade and copartnerſhip, it is hereby further covenanted and agreed between them, that they ſhall and will provide and keep, or cauſe to be kept, ſuch and ſo many books as ſhall be neceſſary, wherein ſhall be fairly entered and written the juſt and true particulars of all monies paid and received, and of all goods, wares and commodities bought and ſold, and received in or delivered out, and the rates and prices at which the ſame were bought and ſold, and received in or delivered out;

and debts, &c. and the books, bills, &c. to be open for mutual peruſal.

And of all debts contracted, and of all other matters and things any ways neceſſary or conducing to the manifeſting the ſtate and affairs of the ſaid joint trade and copartnerſhip: And that the ſame books, together with all bills, letters, ſpecialties, papers and writings touching or relating to the ſaid joint trade, ſhall as well during the ſaid copartnerſhip as afterwards remain open and extant in ſome convenient part of the ſaid ſhop and warehouſes, or other place where the ſaid joint trade ſhall be carried on, where each of the ſaid parties may, during the ſaid copartnerſhip, and at all ſeaſonable times afterwards,

or to be copied at joint expence,

have free acceſs to, and come by them or any of them, and may read, peruſe, and (at the joint expence of the ſaid parties) copy out the ſame, or any of them, at his free will and pleaſure, without the let or hindrance of the other of the ſaid parties, his executors or adminiſtrators.

Neither party to give credit without joint conſent, &c.

And that neither of the ſaid parties without the conſent of the other of them in that behalf firſt had and obtained, ſhall ſell, lend or deliver, by way of credit or truſt, any money, goods, wares or commodities belonging to the ſaid joint ſtock or trade, to any perſon or perſons whatſoever whom the other of the ſaid parties ſhall forewarn or forbid to be credited or truſted.

nor compound debts.

And that neither of the ſaid parties ſhall, without the conſent of the other of them, releaſe, compound or diſcharge any debt or duty which during this copartnerſhip ſhall be due and owing to the ſaid parties on account of their ſaid joint ſtock or trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the ſtock or caſh of the ſaid copartnerſhip;

Each party to make good what he receives, &c.

and that each of the ſaid parties ſhall *bona fide* anſwer and pay, or otherwiſe make good unto the ſtock or caſh of the ſaid joint ſtock and trade all ſuch monies or goods belonging to the ſame, as he, or any other by his order or direction ſhall receive, diſcharge or give any receipt for;

Neither party to enter into ſecurities without the other's conſent in writing;

And that neither of the ſaid parties ſhall, during this copartnerſhip, without the conſent of the other of them firſt thereunto had in writing under his hand, enter into bond, judgment or ſtatute, or otherwiſe, become bound or charged as bail or ſurety with or for any perſon or perſons whomſoever, or do or wilfully ſuffer to be done, any act or thing by means whereof the ſaid joint ſtock or trade, or the monies, goods, wares, debts, gains or effects which ſhall be in or due, or belonging to the ſame, ſhall or may be prejudiced, hindered, attached, ſeized, extended or taken in execution;

nor to ſuffer the joint ſtock to be charged with the private debts of one of them;

and that neither of the ſaid parties ſhall permit or ſuffer the ſaid joint ſtock or trade, or any of the monies, goods, wares, debts or effects which ſhall be in or due, or belonging to the ſame, to be in any wiſe charged or incumbered with or for any private or particular debt or duty which ſhall not concern or relate to this copartnerſhip, but that every ſuch private or particular debt or duty ſhall from time to time be paid and diſcharged by the party whoſe debt or duty the ſame ſhall be, by and out of his own particular eſtate, not included in the ſaid joint ſtock;

nor to take ſervants without mutual conſent.

And that neither of the ſaid parties ſhall, during this copartnerſhip, without the conſent and approbation of the other of them, take any ſervant or ſervants, or apprentice or apprentices to be employed in the ſaid joint trade, or in or about any of the affairs or buſineſs relating to the ſame.

To take apprentices alternately except they otherwiſe agree.

And it is hereby further agreed by and between the ſaid parties, That the ſaid *A. A.* ſhall and may have and take the firſt and next apprentice; and that after him the ſaid *B. B.* ſhall and may have and take the next apprentice, and ſo each of the ſaid parties alternatively, and by turns, during the ſaid copartnerſhip, unleſs they ſhall otherwiſe agree between themſelves;

Each to provide for his apprentice, &c.

and that each of the ſaid parties ſhall at his own proper coſts and charges provide lodging and diet for ſuch apprentice or apprentices, as he ſhall take as aforeſaid;

Allowance weekly to each to defray expences.

And in recompence for the ſame ſhall have and take to his own uſe what monies ſhall be given or received with ſuch apprentice or apprentices.

To account yearly with each other,

And further, That the ſaid parties reſpectively ſhall and may weekly, and every week during this copartnerſhip, have and take out of the monies belonging to the ſaid joint ſtock towards the defraying of their reſpective charges and expences the ſeveral ſums following; that is to ſay, The ſaid *A. A.* the weekly ſum of ſix pounds, and the ſaid *B. B.* the weekly ſum of three pounds.

And it is hereby further agreed between the ſaid parties, that they ſhall and will yearly during this copartnerſhip, between the 1ſt day of Auguſt and the 2d day of September in every year (unleſs hindered or prevented by ſickneſs or other inevitable accident) account together, and make, caſt up, and fully ſtate and adjuſt between them a true, plain, perfect and particular account and reckoning in writing, of, for and concerning their ſaid joint ſtock and trade, and all monies, goods, wares, debts and effects then being in or due, owing or belonging to the ſame, and of, for and concerning all debts then due and owing for or on account of the ſame ſtock and trade, ſo and in ſuch manner as that it may thereby plainly appear what the eſtate and condition of the ſaid joint ſtock and trade then is, and how the affairs thereof do then ſtand,

and to enter the particulars and balance in two books, &c. Each to have one.

and ſhall thereupon enter, or cauſe the true particulars of every ſuch yearly account, and the reſt or balance thereof to be fairly written and entered in two ſeveral books to be for that purpoſe provided, and ſhall ſubſcribe both their names in each of the ſame books, at the foot of the ſame account entered therein as aforeſaid; and after the names ſo ſubſcribed, each of the ſaid parties ſhall have and take one of the ſaid books into his own cuſtody, and to his own uſe;

The account to be concluſive.

Which account when ſtated and ſettled as aforeſaid, ſhall (after the death of either of the ſaid parties) be final and conclu-

concluſive, and ſhall not afterwards be opened or called in queſtion by any perſon or perſons whomſoever, unleſs ſome error ſhall be found out or diſcovered to be therein to the amount of one hundred pounds or upwards. **And it is hereby further** agreed, that at or after the finiſhing and adjuſting of every ſuch yearly account, the ſaid parties ſhall then make ſuch deductions and dividends in monies out of the clear and neat profits and increaſe of the ſaid joint ſtock and trade (after a deduction of all incident charges and expences on account of the ſame trade, and of all bad and deſperate debts which may have happened to the ſame trade within the year then laſt paſt) as ſhall be then mutually agreed on between them, which monies ſo to be deducted ſhall be thereupon divided between the ſaid parties in proportion to their ſaid ſeveral ſhares and intereſts in the ſaid joint ſtock and trade. **And further,** That in caſe either of them the ſaid partners ſhall at the commencement of the ſaid copartnerſhip, or at any time afterwards during the ſame copartnerſhip, have, or bring into the ſaid joint trade any greater ſum or value of money, goods or wares, than his ſhare or proportion of the ſaid capital ſtock of three thouſand pounds, according to the true intent and meaning of the aforeſaid agreement, amounts unto, then and in ſuch caſe it ſhall and may be lawful for ſuch partner at any time during the ſaid copartnerſhip, at his free will and pleaſure to receive and withdraw out of the ſaid joint trade, and to convert to his own uſe ſuch greater ſum or value of money, goods or wares than his ſaid ſhare or proportion of the aforeſaid capital ſtock amounts unto; **And alſo,** that in caſe one of the ſaid copartners, and not the other of them, ſhall bring into and continue in the ſaid joint trade, any ſuch greater ſum or value of money, goods or wares, than his ſhare or proportion of the aforeſaid capital ſtock, according to the true intent and meaning of the aforeſaid agreements amounts unto, then ſuch partner ſo bringing into and continuing in the ſaid joint trade ſuch greater ſum or value as aforeſaid, ſhall receive and be paid for the ſame out of the ſaid joint ſtock and trade, and the profits thereof, intereſt at the rate of four pounds *per cent. per annum*, by equal half-yearly payments, for ſo long time as ſuch greater ſum or value ſhall be continued in the ſaid joint trade, and ſhall be repaid the principal of ſuch greater ſum or value by and out of the capital of the ſaid joint ſtock and trade, before the ſame capital ſhall be ſhared and divided between the ſaid partners, or their reſpective executors or adminiſtrators in manner herein after in that behalf mentioned. **And it is hereby further mutually** agreed by and between the ſaid parties, that at the end of this preſent copartnerſhip they the ſaid parties (if they be both then living) ſhall within one calendar month then next following meet and account together, and make, caſt up, ſettle, ſtate and fully adjuſt between them a true, plain, perfect and final account and reckoning in writing, of, for and concerning the ſaid joint ſtock and trade, and all monies, debts, goods, wares, merchandizes, profits, gains and effects which ſhall be then in or due, owing, belonging, or in any wiſe appertaining to the ſame ſtock and trade, or to the ſaid partners on account thereof; **And alſo** of, for and concerning all debts, ſums of money, loſſes, charges, damages and expences, which by reaſon or on account of the ſame joint trade ſhall be by them the ſaid partners due or owing to any perſon or perſons, or which they the ſaid parties ſhall have ſuffered or ſuſtained by reaſon or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true ſtate and condition of the ſaid joint ſtock and trade ſhall then be, and what part and proportion, and how much of the ſame joint ſtock ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid partners, according and in proportion to his ſhare and intereſt in the ſaid capital ſtock and trade, and the true meaning of theſe preſents; **Which** ſaid final account when ſtated and ſettled as aforeſaid, ſhall (after the death of either of the ſaid parties) be binding and concluſive, and ſhall not afterwards be opened or called in queſtion by any perſon or perſons whomſoever (unleſs ſome error ſhall be found out or diſcovered to be therein to the amount of one hundred pounds or upwards.) **And immediately** thereupon, and as ſoon as conveniently may be after ſuch final account ſhall be ſtated and ſettled as aforeſaid, true payment ſhall be made, or good order taken for the true and ſpeedy payment of all ſuch debts and ſums of money as at the time of the expiration of the ſaid copartnerſhip ſhall be by them the ſaid partners due or owing unto any perſon or perſons for or on account of the ſaid joint trade; **And then** alſo true payment, diviſion, partition and delivery ſhall be made by and between them the ſaid partners (at their then houſe, ſhop or place of trade) according and in proportion to the ſeveral ſhares and intereſts in the ſaid ſtock and trade, of all ſuch monies, goods, wares, merchandizes and effects (other than debts ſtanding out, which ſhall be then in, or belonging or appertaining to the ſaid joint ſtock or trade, or to the ſaid partners on account thereof) over and above what ſhall be then due or owing for or on account of the ſame trade as aforeſaid. **And it is hereby agreed,** that all debts and ſums of money which ſhall be then ſtanding out or due or owing to the ſaid joint ſtock and trade, or to the ſaid partners on account thereof, as the ſame ſhall from time to time be received and got in (which each of the ſaid partners doth hereby for himſelf, his executors and adminiſtrators, covenant and agree with the other of them, his executors and adminiſtrators, to do his and their utmoſt endeavours to receive and get in accordingly) ſhall immediately thereupon be ſhared and divided between and paid to them the ſaid parties reſpectively, or to their reſpective executors or adminiſtrators, in proportion to the ſeveral ſhares and intereſts of them the ſaid partners of and in the ſaid joint ſtock and trade. **And further,** That all ſuch debts and ſums of money as at the end of three years after the expiration of the ſaid copartnerſhip ſhall be ſtanding out, or due and owing to the ſaid partners or their reſpective executors or adminiſtrators, for or on account of the ſaid joint ſtock and trade, ſhall be ſhared and divided between them the ſaid partners, or their reſpective executors or adminiſtrators, in proportion to the ſeveral ſhares and intereſts of them the ſaid partners of and in the ſame ſtock and trade, ſo and in ſuch ſort as that the whole of the affairs and buſineſs of the ſaid joint trade ſhall and may be fully and finally adjuſted, balanced, ſettled and ended between the ſaid parties and their repreſentatives, within the ſpace of three years next after the expiration of the ſaid copartnerſhip. **And thereupon** each of them the ſaid partners, his executors or adminiſtrators, ſhall make and give unto the other of them, his executors and adminiſtrators, ſuch aſſignments of his or their part and ſhare of the ſaid then ſtanding out debts, with full power and authority to ſue for and recover the ſame, as the party or parties who is or are to have the ſame debts, ſhall upon ſuch diviſion as aforeſaid reaſonably require; and after ſuch diviſion and aſſignment ſhall be made, neither of the ſaid partners, his executors or adminiſtrators, ſhall receive, releaſe, compound for or diſcharge any debt or debts which ſhall be allotted unto the other of them, his executors or adminiſtrators, without the conſent of him or them to whom the ſame ſhall be ſo allotted. **Provided always,** and it is hereby further covenanted, concluded and agreed by and between the ſaid partners, and each of them for himſelf, his heirs, executors and adminiſtrators, **Doth** covenant and agree to and with the other of them, his executors and

Error to the amount of 100l. excepted.
Partners to make yearly ſuch deductions, &c.
Proviſion in caſe one brings more than his proportion into trade, that he may withdraw the value,
or receive profits at a certain eſtimate half-yearly, and be repaid the principal.
At the end of partnerſhip parties to account.
Concerning profits and loſſes, &c.
The account to be binding in caſe of death except errors.
Payment and diviſion of ſtock to be made.
Debts to be received, recovered,
and divided in proportion to ſtock.
Partners to aſſign their ſhares of debts mutually in order to receive them.
Not to compound without conſent.
If one die within the five years, the other to take the whole ſtock, &c.

and adminiſtrators, that in caſe either of them the ſaid partners ſhall happen to die before the expiration of the ſaid term of five years, then and in ſuch caſe the ſurvivor of them, his executors or adminiſtrators, ſhall and will accept and take all the whole ſtock of goods, wares, merchandizes, monies, good debts and effects whatſoever, which at or immediately before the deceaſe of the ſaid party ſo dying ſhall be any wiſe appertaining unto them the ſaid parties as copartners, or for or by reaſon or on account of their ſaid joint ſtock and trade; **And alſo** in conſideration thereof, and for a full recompence and ſatisfaction to be had and made to the executors or adminiſtrators of the party ſo dying, of and for his and their full part, ſhare and proportion of, in and to the ſaid joint ſtock and trade, the ſame ſurvivor, his executors or adminiſtrators, ſhall and will well and truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their then place of trade, unto the executors or adminiſtrators of the party ſo dying, ſo much good and lawful money of Great Britain as the full value of the part and ſhare of or belonging to the ſaid party ſo dying, of and in the ſaid joint ſtock and trade, and ſuch good debts as aforeſaid, did or ſhall appear to have been, or amounted unto, by and according to the yearly account then laſt before made and ſubſcribed with their names as aforeſaid; **But** if no ſuch yearly account ſhall have been thentofore made, then ſo much like lawful money as the full value of the part and ſhare brought into the ſaid capital ſtock of the ſaid joint trade and copartnerſhip by the party ſo dying, is or ſhall amount unto, ſo as the loſſes by bad debts or otherwiſe, which may have happened unto the ſaid joint ſtock and trade within the year wherein the ſaid party ſhall happen to die, do not exceed the ſum of ſix hundred pounds. **But** if ſuch loſſes do in that year exceed the ſaid ſum of ſix hundred pounds, then the ſhare and proportion of the party ſo dying of and in ſuch loſſes exceeding the ſaid ſum of ſix hundred pounds ſhall be borne and paid by his executors or adminiſtrators, and ſhall be deducted out of the monies to be paid to them by the ſaid ſurviving party, his executors or adminiſtrators aforeſaid. And it is hereby further agreed by the ſaid parties, that all ſuch ſum and ſums of money as upon the contingencies aforeſaid ſhall become due and payable by the ſurvivor of the ſaid parties, his executors or adminiſtrators, unto the executor or adminiſtrators of the party ſo dying as aforeſaid, ſhall be paid in manner following; that is to ſay, One third part thereof at the end of nine calendar months next after ſuch the deceaſe of the party ſo dying, one other third part thereof at the end of fifteen calendar months next after ſuch deceaſe, and the remaining third part thereof at the end of twenty-one calendar months next after ſuch his deceaſe, together with intereſt for the ſaid laſt mentioned third part only, at the rate of four pounds *per cent. per annum*, to be computed from the end of the ſaid fifteen months till payment thereof. **And** for the better ſecuring the payment of the ſaid monies accordingly, the ſaid ſurviving partner ſhall within one calendar month next after the deceaſe of the partner ſo happening to die, enter into, and become bound unto the executors or adminiſtrators of the partner ſo deceaſed in one or more bond or bonds of double penalty conditioned for payment to them of ſuch monies, and at ſuch times and places, and in ſuch manner and form as aforeſaid; and ſhall alſo thereupon enter into and become bound unto the ſame executors or adminiſtrators, in one or more bond or bonds of ſufficient penalty for ſaving harmleſs, and keeping indemnified the heirs, executors and adminiſtrators of the partner ſo deceaſed, and his and their lands and tenements, goods and chattels, of, from and againſt all debts which at the time of his deceaſe were jointly owing by the ſaid partners to any perſon or perſons for or on account of their ſaid joint trade, or for any goods, wares, matters or things belonging, or in any wiſe touching or relating to the ſame trade, and of, from and againſt all actions, ſuits, damages and expences, for or on account of the ſame debts, every or any of them, all which ſaid debts the ſaid ſurviving partner ſhall and will pay and ſatisfy in due and convenient time. **And it is hereby further agreed,** That the executors or adminiſtrators of the partner ſo dying ſhall and will (upon the ſealing and executing of ſuch bonds as aforeſaid) legally and effectually grant, aſſign and releaſe unto the ſurviving partner, his executors and adminiſtrators, all the part, ſhare, right, title, intereſt, claim and demand whatſoever of them the ſaid executors or adminiſtrators of the ſaid partner ſo deceaſed, of, in and to the ſaid joint ſtock and trade, and all the monies, goods, wares, debts, (other than ſuch debts as are next herein after mentioned) profits, gains, and other eſtate and effects whatſoever, which at the time of ſuch his deceaſe were in joint trade or copartnerſhip between them the ſaid partners, or jointly owing or belonging unto them, for or on account of their ſaid joint trade. **And in Caſe** either of the ſaid partners ſhall die during this copartnerſhip, then alſo ſuch bad and deſperate debts due or owing to or on account of the ſaid joint trade as ſhall not have been deemed and accounted as a good eſtate, and as ſuch caſt up and included in ſuch yearly account or accounts to be made and ſtated as aforeſaid, if any ſuch account or accounts have been ſtated, ſhall with all convenient ſpeed be divided and ſhared between the ſurviving partner, and the executors or adminiſtrators of the partner ſo deceaſed, in proportion to the reſpective ſhares and intereſts of them the ſaid partners in the ſaid capital ſtock and joint trade, and thereupon the ſurviving partner, and the executors or adminiſtrators of the deceaſed partner ſhall give unto each other, and his and their executors and adminiſtrators, full power and authority to ſue for, get in, and recover his and their reſpective parts and ſhares of ſuch bad debts. **And it is hereby further** covenanted and agreed by and between the ſaid parties, that in caſe the ſaid *A. A.* ſhall happen to die and depart this life during the ſaid term of five years (the term of this preſent copartnerſhip) and that the ſaid *B. B.* ſhall be then living, then the ſaid *B. B.* his executors or adminiſtrators, ſhall within three calendar months next after ſuch the deceaſe of the ſaid *A. A.* pay, or cauſe to be paid unto the executors or adminiſtrators of the ſaid *A. A.* the ſum of two hundred pounds, for the improvements made, and monies expended and laid out by him the ſaid *A. A.* in and upon ſuch part of the aforeſaid meſſuage as ſhall have been by him uſed and enjoyed for the habitation and accommodation of himſelf and family, and immediately thereupon, and in conſideration thereof, the executors or adminiſtrators of the ſaid *A. A.* ſhall, at the requeſt, coſts and charges of the ſaid *B. B.* legally and effectually aſſign, transfer and make over unto him the ſaid *B. B.* his executors or adminiſtrators, or as he or they ſhall direct and appoint, the ſaid meſſuage, ſhop and warehouſes, with their appurtenances, for all the then reſidue of the ſaid *A. A.*'s preſent leaſe, term and terms for years, eſtate and intereſt therein, and all the benefit of the ſame leaſe, but ſubject to the rent and covenants in the ſame leaſe reſerved and contained, and which from thenceforth on the tenant's or leſſee's part ſhall be to be paid, done and performed, which rent and covenants the ſaid *B. B.* ſhall in ſuch aſſignment covenant from thenceforth to pay and perform accordingly, and therefrom to indemnify and ſave harmleſs the ſaid executors or adminiſtrators of the ſaid *A. A.* **And whereas** *E. B.* Eſquire, father of the ſaid *B. B.* hath agreed to advance and lend unto the ſaid *A. A.* the ſum of three thouſand pounds, at ſuch intereſt, and for ſuch time as is herein after mentioned, for the ſecuring the repayment whereof the ſaid *A. A.* is to become bound unto the ſaid *E. B.* in two ſeveral bonds, each of the penalty of three thouſand pounds, and each of the ſame bonds to be con-

and pay for the ſame according to full value.

And good debts as per yearly account, &c.

Times of payment to executors of the deceaſed,

with intereſt for part only.

The ſurvivor to give ſecurity to repreſentative of the deceaſed for payment,

and indemnity.

The repreſentative of the deceaſed to aſſign, &c. to the ſurvivor.

Bad debts (in caſe of death) to be ſhared in proportion,

and mutual powers to be given to ſue, &c.

In caſe of death of the partner leſſee of the houſe, the other to pay for improvements a ſum certain, and to have an aſſignment of the leaſe ſubject to the rent, &c. and to indemnify the repreſentatives of the deceaſed.

Recital of monies lent by the father of one partner, for which the other is bound.

conditioned to be void on payment by the ſaid *A. A.* his heirs, executors or adminiſtrators, unto the ſaid *E. B.* his executors, adminiſtrators or aſſigns, of the principal ſum of one thouſand five hundred pounds, at the end of ſix calendar months next after the determination of this preſent copartnerſhip, (whether the ſame happen by the expiration of the ſaid term of five years, or by the death of either of the ſaid copartners, or otherwiſe) together with intereſt for the ſaid ſeveral principal ſums in the mean time from the date of the ſaid ſeveral bonds, and until payment thereof reſpectively, at the rate of four pounds *per cent. per annum*, by equal half yearly payments. **Now this Indenture further witneſſeth**, and in conſideration of the premiſes, the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *B. B.* his executors, adminiſtrators and aſſigns, in manner following; that is to ſay, **That** he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and will by and with his and their own proper monies and eſtate, well and truly pay and ſatisfy the ſaid two ſeveral principal ſums of one thouſand five hundred pounds, and the intereſt to become due for the ſame and every part thereof as the ſame ſhall from time to time become due and payable, and thereof and therefrom, and of and from every part thereof, ſhall and will ſave, defend, keep harmleſs and indemnified him the ſaid *B. B.* his heirs, executors and adminiſtrators, and his and their part and ſhare of the ſaid capital and joint ſtock, and the gains and increaſe thereof. **And further**, That ſo much and ſuch part of the ſaid ſeveral principal ſums of one thouſand five hundred pounds and one thouſand five hundred pounds, or either of them, or of the intereſt of them, or either of them, as ſhall remain due and unſatisfied at the determination of this copartnerſhip, (whether the ſame happen by the expiration of the aforeſaid term of five years, or by the death of either of the ſaid partners or otherwiſe) ſhall be and be deemed to be a debt upon the part and ſhare of him the ſaid *A. A.* of and in the ſaid capital ſtock and joint trade, and ſhall be paid off and ſatisfied, or ſecured to be paid off and ſatisfied thereout in the firſt place accordingly, before any diviſion or payment ſhall be made unto him the ſaid *A. A.* his executors or adminiſtrators, of his or their part, ſhare and proportion of and in the ſaid capital and joint ſtock, or the monies, goods or effects of or belonging to the ſame. **And laſtly**, It is hereby covenanted, concluded and agreed by and between the ſaid partners, and each of them, for himſelf, his heirs, executors and adminiſtrators, doth covenant, grant and agree, to and with the other of them, his executors and adminiſtrators, that if at any time during this copartnerſhip, or at or after the end thereof, any variance, controverſy, diſpute, doubt or queſtion ſhall ariſe, happen, or be moved between the ſaid partners, their executors or adminiſtrators, in, for, about or touching the ſaid joint trade and copartnerſhip, or any covenant, agreement, clauſe, matter or thing herein contained, or the conſtruction thereof, then every ſuch variance, controverſy, diſpute, doubt or queſtion ſhall be referred to, and reſolved and determined by two indifferent perſons to be elected and choſen, one of them by one of the ſaid partners, his executors or adminiſtrators, and the other of them by the other of the ſaid partners, his executors or adminiſtrators, within twenty-one days next after any ſuch variance, controverſy, diſpute, doubt or queſtion ſhall ariſe, happen or be moved; and in caſe ſuch two perſons cannot agree to determine the matter to be to them referred within thirty days next after ſuch reference, then the ſame ſhall be referred to, and reſolved and determined by ſuch one indifferent perſon as the ſaid two firſt referrees ſhall for that purpoſe nominate and appoint umpire in the premiſes, who ſhall determine the ſame within thirty days next after he ſhall be appointed umpire: **And whatſoever** order, end or determination the ſaid two firſt referrees, or their ſaid umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective times in that behalf aforementioned, make between the ſaid parties, their executors or adminiſtrators, touching or concerning the premiſes, or any part thereof, each of the ſaid partners doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators, to ſtand to, perform and keep the ſame, without any further ſuit, diſpute or trouble whatſoever. **In Witneſs**, &c.

*(Horſeman.)*

Covenant that the obligor will indemnify his partner,

and this debt to charge the ſhare of the obligor.

Covenant to refer differences to arbitrators,

with power to them to chuſe an umpire.

*An Indorſement on Articles of Copartnerſhip, to continue it for a further Term, it having been continued once before.*

**Whereas** the within mentioned copartnerſhip between the within named *A. A.* and *B. B.* which was to have expired on or about the 24th day of June 1778, was by the above written deed poll lengthened out and continued by the mutual agreement of the ſaid parties, for the further time and ſpace of two years, to be computed from the ſaid 24th day of June 1778, as by the ſaid above written deed poll may appear. **And whereas** the ſaid copartnerſhip ſo lengthened and continued for the ſaid further ſpace of two years as aforeſaid, would expire and determine on or about the 24th day of June next enſuing the date hereof; **But** the ſaid parties are minded and deſirous to lengthen and continue the ſame copartnerſhip between them for the further time and ſpace of two years, to be computed from the ſaid 24th day of of June next enſuing the date hereof. **Now know all Men** by theſe preſents, **That** the ſaid *A. A.* and *B. B.* for the like reaſons, ends and purpoſes as are within mentioned and expreſſed, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, mutually and reciprocally covenant, promiſe, conclude and agree to and with each other his executors and adminiſtrators, that they the ſaid *A. A.* and *B. B.* ſhall and will remain, continue and be copartners and joint dealers in the trade, myſtery and buſineſs within mentioned, for the ſaid further time and ſpace of two years, to commence and be accounted from the ſaid 24th day of June next enſuing the date hereof, upon and with their preſent ſtock in trade, in ſuch ſhares and proportions as to profit and loſs, and under and ſubject to ſuch and the like terms, conditions, proviſoes, limitations, agreements and reſtrictions as are within mentioned, expreſſed and declared of or concerning the within mentioned copartnerſhip, capital ſtock or trade, and other the matters and things within comprized, as fully and effectually to all intents and purpoſes as if the ſame terms, agreements, matters and things were particularly mentioned, expreſſed and declared in theſe preſents. **In Witneſs**, &c.

Recital of a former continuance of the partnerſhip,

and that it will expire at a ſhort day.

The covenant to continue for a farther term.

An

*An Agreement upon the Diſſolution of a Partnerſhip, that the Debts owing ſhall be equally divided as they are got in.*

THIS Indenture, made, *&c.* Between *H. P.* of the one part, and *M. B.* of the other part. Whereas the ſaid parties were late partners together in the trade of ———, which partnerſhip by mutual agreement is diſſolved and determined; and the ſaid parties have fully accounted together for, and received their equal ſhares of all ſtock and monies belonging thereunto, and have fully releaſed each other, except the ſums hereunder mentioned: And whereas there is due and payable unto the ſaid *H. P.* by and upon the ſeveral warrants or orders from the Commiſſioners of his Majeſty's Victualling Office, the ſeveral ſums following, *viz.* By one warrant dated at the Victualling Office, the, *&c.* the ſum of ———, *(&c.)* as by the ſaid ſeveral warrants or orders may appear: Now it is hereby declared and agreed by and between the ſaid parties to theſe preſents for themſelves, their executors and adminiſtrators, that as well the ſaid ſeveral ſums due and payable as aforeſaid, amounting in the whole to —— pounds, as alſo the ſum of —— ſtanding out in debts, are due and payable upon account of the ſaid late joint trade between the ſaid parties, and that they are each of them intereſted in one full and equal moiety thereof; and that as the ſaid monies, or any part thereof, ſhall be received by the ſaid *H. P.* or *M. B.* or either of them, the ſame ſhall be immediately paid and divided unto and between them the ſaid parties equally, ſhare and ſhare alike; and that no benefit of ſurvivorſhip ſhall be taken or claimed by either of the ſaid parties to all or any part of the ſaid monies, in caſe either of them ſhall happen to die before the ſame ſhall be received, but that his or her part thereof ſo dying ſhall remain and go unto his or her executors and adminiſtrators. Witneſs the hands and ſeals of the ſaid parties hereunto ſet and ſubſcribed the day and year above written.

*Articles of Agreement for a Joint Trade in (any particular Commodity) to a Place beyond Sea, ſeveral of the Parties living there, and one of them in* L. *who is to ſend the ſame to them, and they are to ſell it there.*

Agreed, &c. Between *W. L.* of, *&c.* of the firſt part, *W. G. N. R.* and *A. S.* of S. in the kingdom of S. Merchants, of the ſecond part, and *T. S.* of L. of the third part, as follows:

THE ſaid parties, as well in conſideration of the confidence they have in each other, as for their mutual benefit and advantage, have propoſed and agreed to be jointly concerned in ſuch quantities of *(tobacco)* as the ſaid *W. L.* ſhall from time to time ſend and conſign to the ſaid *W. G. N. R.* and *A. S.* at S. for ſale there, not exceeding ——— hogſheads at any one time, both for profit and loſs, upon the terms and agreements according to their ſeveral parts therein hereunder mentioned: And therefore it is mutually covenanted, declared and agreed by and between the ſaid *W. L.* for himſelf, and the ſaid *W. G. N. R.* and *A. S.* and *T. S.* for themſelves jointly and ſeverally, and for their reſpective executors and adminiſtrators, by theſe preſents, in manner following, (that is to ſay) That all ſuch *(tobacco)* which ſhall be ſo ſent from to time to S. by the ſaid *W. L.* and conſigned to the ſaid *W. G. N. R.* and *A. S.* for ſale there, one moiety thereof is to be and ſhall be for profit and loſs, for the proper account and riſque of the ſaid *W. G. N. R. A. S.* and *T. S.* in equal eighth parts, and they the ſaid *W. G. N. R. A. S.* and *T. S.* or ſome of them, will diſpoſe thereof for the moſt profit and advantage, and will render juſt accounts of the ſale thereof to the ſaid *W. L.* from time to time; And that commiſſion ſhall be charged by and for the proper account of the ſaid *W. L.* at L. in the invoice thereof, of all ſuch tobacco which ſhall be ſo ſent; And that upon ſale of the ſaid *(tobacco)* at S. commiſſion ſhall be alſo charged by and for the joint and proper account of the ſaid *W. G. N. R.* and *A. S.* according to their ſhares therein as aforeſaid: And that all ſuch bad debts which ſhall at any time happen upon ſale of any ſuch *(tobacco)* ſhall be borne by the ſaid parties proportionably, according to their ſeveral ſhares in the ſaid goods: And that they the ſaid *W. G. N. R. A. S.* and *T. S.* within —— months always after any ſuch quantity of tobacco ſhall be ſhipped at L. conſigned and for the account aforeſaid, ſhall and will remit to the ſaid *W. L.* by bills of exchange, payable in L. a moiety of the invoice, price or value thereof, or otherwiſe the ſaid *W. L.* may draw bills of exchange on the ſaid *W. G. N. R. A. S.* and *T. S.* which bills they agree in ſuch caſe duly to pay: And that the moiety of all the proceed of all ſuch tobacco ſhall on ſale thereof at S. be brought to the particular credit and ſeparate account of the ſaid *W. L.* And that they the ſaid *W. G. N. R. A. S.* and *T. S.* ſhall and will inveſt the value thereof in ſuch goods and commodities, and ſhip them on board ſuch ſhips as the ſaid *W. L.* ſhall from time to time order and direct, for the proper account and riſque of the ſaid *W. L.* And that when any ſuch quantity of tobacco, which ſhall be at any time or times ſent as aforeſaid, ſhall be ſold at S. and the ſaid *W. L.*'s part anſwered and made good to him, the joint intereſt between the ſaid *W. L.* and *W. G. N. R. A. S.* and *T. S.* ſhall as to the ſaid quantity ſo ſold, ceaſe and be determined. And laſtly, it is declared and agreed by and between the ſaid parties, that theſe preſents, or any thing herein, ſhall not be conſtrued to make any joint concern or partnerſhip between the ſaid *W. L. W. G. N. R. A. S.* and *T. S.* in reſpect of any other of their affairs, trade or dealings whatſoever, otherwiſe than as to the particular matters aforeſaid. In Witneſs, &c.

*(Wood.)*

*Articles*

*Articles of Agreement for a Copartnerſhip between two Brewers.*

THIS Indenture made, &c. Between *T. T.* of ——— of the one part, and *W. P.* of ——— of the other part, Witneſſeth, That the ſaid *T. T.* and *W. P.* having had experience of each other's care and fidelity, and in confidence thereof for the future, and the better in probability to augment their reſpective eſtates, have agreed upon a copartnerſhip and joint trade; and therefore each of them for himſelf reſpectively, and for his ſeveral and reſpective executors and adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators by theſe preſents, That from and after the day of the date of theſe preſents, they the ſaid *T. T.* and *W. P.* ſhall and will be and continue copartners and joint traders in the art, trade, myſtery and buſineſs of a Brewer, at and in a meſſuage, &c. ſituate, &c. called, &c. now in the poſſeſſion of the ſaid *T. T.* and *W. P.* together with all, &c. thereunto appertaining, mentioned or expreſſed in one or more book or books, inventory or inventories, ſigned by both the ſaid parties to theſe preſents, and witneſſed by the witneſſes to theſe preſents, on the day of the date hereof, for and during the time and term of —— years, from the day of the date of theſe preſents, fully to be complete and ended, (if both the parties to theſe preſents ſhall ſo long live;) And for the fair, equal and better carrying on the ſaid intended copartnerſhip and joint trade in the ſaid brewhouſe, it is declared and agreed by theſe preſents, by and between the ſaid *T. T.* and *W. P.* that the ſaid *T. T.* for his part and proportion, now hath in ſtock for the ſaid trade in ready money, debts, goods, utenſils and implements fit for the ſaid intended joint trade, to the full value of one thouſand pounds, and the ſaid *W. P.* likewiſe for his part, &c. *(as before)* both which ſaid ſums amount together to the ſum of two thouſand pounds, which is to remain as joint ſtock, and to be employed and uſed in and about the ſaid trade of brewing, ſelling and uttering of ale and beer in the ſaid brewhouſe for and during the ſaid term of ——— as aforeſaid. And for the more orderly proceeding in, and carrying on the ſaid intended trade and buſineſs, it is mutually covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, and each of them the ſaid *T. T.* and *W. P.* doth for himſelf reſpectively, and for his ſeveral and reſpective executors and adminiſtrators, covenant, promiſe and grant to and with the other of them, his executors and adminſtrators, by theſe preſents, in manner and form following, (to wit) That, &c. (*to be true to each other*, &c.) And that each of them the ſaid *T. T.* and *W. P.* and their ſeveral executors and adminiſtrators, ſhall have the full intereſt, right, title and property of, in and to one moiety or half part of the ſaid joint ſtock of two thouſand pounds, and of and in one moiety or half part of all gains, profits and increaſe which ſhall ariſe, happen, accrue or be made thereby; and alſo ſhall equally bear, pay and allow (*coſts*, *loſſes*, &c. *mutatis mutandis*) other than ſuch as herein after are particularly expreſſed and agreed to the contrary; And that the ſaid joint ſtock, and alſo all the buyings, ſellings and dealings, gains, debts and credits which ſhall grow, ariſe, happen or be made of, or by reaſon or means of the ſaid copartnerſhip or joint trade, credit or dealing, or any thing incident or belonging thereunto, ſhall from time to time, during all the term of this copartnerſhip, be truly entered and fairly written in ſome convenient and fitting book or books for that purpoſe, to be provided and kept at the houſe where the ſaid trade is to be carried on, in ſuch manner as men of the like trade uſe or ought to do; Of which ſaid books the ſaid copartners, and their reſpective executors and adminiſtrators, ſhall freely and at all times, as well after as during the continuance of this copartnerſhip, have the ſight and peruſal, when and as often as it ſhall be deſired, and ſhall have liberty to tranſcribe, &c. And that all bonds, bills, notes, ſpecialties and ſecurities whatſoever, at any time made or taken for any matter or thing concerning their joint ſtock or trade, ſhall be made and taken in the names of both the ſaid copartners, and for their joint and equal uſe and benefit; And that all notes and other ſecurities to be given to any perſon or perſons who ſhall intruſt the ſaid partners with goods or other things upon the account of the ſaid trade, ſhall be made and given by and in the names of them both; And alſo that it ſhall and may be lawful to and for each of the ſaid copartners weekly, (to wit,) on Monday on every week during the ſaid copartnerſhip, to have and take out of the ſaid joint ſtock for their reſpective uſes and occaſions the ſum of twenty ſhillings each: And that neither of them the ſaid copartners ſhall at any time, without the conſent of the other of them, releaſe, &c. And, &c. (*Neither to be bail*, &c. *without the other's conſent*; *a general account to be ſtated once a year*, *entered in books*, *and tranſcripts made*, &c.) Provided always, and it is expreſly declared, conditioned and concluded by and between the ſaid parties to theſe preſents, and the true intent and meaning of the ſaid parties hereunto, and of theſe preſents is, that if either of the ſaid parties to theſe preſents ſhall happen to depart this life before the ſaid term of ——— years, intended for this copartnerſhip, ſhall by courſe of time run out and be expired, and before a final account or partition ſhall be made and paſſed between them of all matters and things relating to their joint trade and copartnerſhip; yet neverthelefs no benefit or advantage of ſurvivorſhip ſhall accrue unto, or be had and taken by the other of them in any wiſe whatſoever; any law, uſage or cuſtom, or any thing herein contained to the contrary notwithſtanding. And it is alſo provided, conditioned and agreed, by and between the ſaid parties to theſe preſents, and each of them doth for himſelf reſpectively, and for his ſeveral and reſpective executors and adminiſtrators, covenant, promiſe and grant, to and with either of them, his executors and adminiſtrators, by theſe preſents, that if the ſaid *T. T.* ſhall happen to depart this life before the expiration of this copartnerſhip, and *T. T.* junior, ſon of the ſaid *T. T.* party to theſe preſents, ſhall be minded and willing to enter into and become a partner with the ſaid *W. P.* in this preſent copartnerſhip, and that he the ſaid *W. P.* ſhall admit the ſaid *T. T.* junior, into this coparnerſhip, under the condition, covenants and agreements herein before and herein after mentioned and contained touching the ſaid copartnerſhip: But if the ſaid *T. T.* junior, ſhall decline or refuſe to come into the ſaid copartnerſhip, then the ſurviving partner, his executors and adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the executors and adminiſtrators of the party ſo dying, the moiety or half part of the ſaid joint ſtock, and of all ſuch produce, profit or increaſe, as ſhall appear to be juſtly due and coming to ſuch of the ſaid partners ſo dying at the time of the laſt yearly ſtating of accounts, together with intereſt for the ſame at the rate of five pounds *per cent. per annum*, to be accounted from ſuch ſaid laſt yearly ſtating of accounts, it being the intent of the parties to theſe preſents, that the party ſo dying ſhall not be intitled or liable to the profit or loſs in trade from the time of the laſt ſtating of accounts to the time of his death, in manner as follows, to wit, one moiety or half part thereof at the end of ſix months after the deceaſe of ſuch of the ſaid copartners, and the other moiety

Agreement to the copartnerſhip.
Covenant for the ſame.
Where.
For that time.
Stock.
Covenant to be true to each other.
Each to have a moiety of the ſtock and gains, and bear and pay his ſhare of loſſes and expences.
Books of accounts to be kept,
of which the copartners may ſee and take copies.
Bonds and notes, &c. taken to be in both their names.
The like of notes, &c. given.
Proviſo, that if one partner dies, no benefit ſhall be taken by ſurvivorſhip: and that if one of the partners in particular dies, and his ſon is willing to become a copartner, the other ſhall admit him; but if the ſon refuſes, the deceaſed's moiety to be paid to his executor with intereſt, and the ſurviving partner to have the other moiety; and ſurviving partner to pay the debts owing by them, and indemnify the deceaſed's executors, &c. from the ſame, and give ſecurity to executors

of the deceaſed for their moiety, and upon giving thereof, ſuch executor to releaſe their right to the ſtock, &c.

moiety or half part thereof at the end of twelve months next after ſuch deceaſe: And that the ſurviving partner, his executor or adminiſtrator, ſhall have, take and enjoy to his and their own uſe and behoof, the other moiety or half part of the ſaid joint ſtock, and of all ſuch profit, produce or increaſe, as ſhall appear to be juſtly due and coming to ſuch ſurviving partner; and alſo of all goods, wares, debts, ready money and things then within the ſaid copartnerſhip, without rendering any account thereof to the executor or adminiſtrator of the ſaid deceaſed copartner. And if any debts ſhall be owing by the ſaid copartners in their ſaid copartnerſhip or joint trade, ſuch ſurviving partner ſhall pay and ſatisfy the ſame within ſix months next after ſuch deceaſe, or ſo ſoon as ſuch debts ſhall become due; and thereof and therefrom, and of and from every part thereof, ſhall at all times then after ſave and keep harmleſs the heirs, executors and adminiſtrators of the ſaid deceaſed partner; and for ſecuring the ſeveral payments herein before mentioned to the executors or adminiſtrators of ſuch partner ſo dying as aforeſaid, the ſaid ſurviving partner ſhall within thirty days next after ſuch deceaſe enter into and become bound in and by two ſeveral bonds or obligations of uſual penalties to the executors or adminiſtrators of the deceaſed partner, for the payment of the ſame accordingly; upon ſealing and executing of which ſaid bonds, and ſecuring the ſaid executors and adminiſtrators of the deceaſed partner of and from the joint ſtock, debts owing and payable by the ſaid copartners on their joint account at the time of the laſt ſettling of accounts before ſuch death, the ſaid executors or adminiſtrators ſhall and will releaſe, aſſign and quit-claim to the ſaid ſurviving partner all their right, title, intereſt, claim and demand, of, in and to the ſaid partible ſtock and eſtate, and all matters and things thereunto belonging: And that upon the expiration of the ſaid term of —— hereupon agreed upon for the continuance of this copartnerſhip, or within twenty days then next enſuing, a final account, partition and diviſion ſhall be made and paſſed by and between the ſaid copartners, of, for and concerning all ſuch goods, wares, ready monies, debts, and other matters and things as ſhall be then due, owing, or belonging unto the ſaid joint ſtock and trade, or to the ſaid copartners in reſpect thereof, or in any wiſe relating thereto; and alſo of and for all ſuch debts, dues and ſums of money, as by reaſon of their joint trade ſhall be contracted, or be by them owing to any perſon or perſons; and likewiſe of and for all the gains and increaſe, damages and loſſes happening or accruing by, through or in reſpect of the ſaid partible trade and copartnerſhip, ſo that the true ſtate thereof may appear, and what and how much thereof ſhall then belong to each party; and then and thereupon, and after all debts and ſums of money, owing on the account of or by virtue of the ſaid copartnerſhip ſhall be paid, each of them the ſaid *T. T.* and *W. P.* and each of their executors and adminiſtrators ſhall have and take to his and their own proper uſe and behoof one moiety or half part (the whole into two equal parts to be divided) of all things then in ſtock between them: And as for the debts which ſhall then be due and owing on their joint and partible account, they, the ſaid *T. T.* and *W. P.* ſhall, as equally as may be, divide and part the ſame into two ſeveral ſhares or lots; and the debts which by ſuch lot ſhall fall out to either of the ſaid copartners, his executors or adminiſtrators, together with the ſecurities concerning the ſame, ſhall be aſſigned and ſet over to him or them by the other of the ſaid copartners, his executors or adminiſtrators, and he or they ſhall be fully impowered to receive the ſame to his or their own uſe and behoof, without any let or hindrance of or by the other of them, his executors or adminiſtrators, and that according to the intent and true meaning of theſe preſents: And that neither of them the ſaid *T. T.* and *W. P.* ſhall or will at any time or times during the ſaid copartnerſhip, exerciſe or carry on, either ſeparately or in copartnerſhip with any other perſon or perſons, the ſaid myſtery or trade of a Brewer, in any manner or wiſe howſoever. And laſtly, it is mutually covenanted and agreed, by and between the ſaid parties to theſe ſaid preſents, for themſelves, their executors and adminiſtrators, that if any doubt, queſtion, controverſy or difference ſhall happen or ariſe between the ſaid parties concerning the ſaid copartnerſhip, the ſame ſhall be referred unto two indifferent perſons, being Maſter Brewers, to be nominated by the ſaid copartners within ſeven days next after ſuch difference ſhall ariſe or happen, (each of the ſaid copartners to chuſe one) to be by them heard and determined, or elſe by an umpire to be nominated and appointed by the ſaid two indifferent perſons, in caſe they themſelves cannot agree and compoſe the ſame; and that each of the ſaid copartners, his reſpective executors and adminiſtrators, ſhall and will ſtand to, abide, perform, and keep ſuch order and determination therein, as the ſaid two indifferent perſons, or the ſaid umpire ſo to be choſen as aforeſaid, ſhall make and give between the ſaid referrers, ſo as the ſame be rendered and given under the hands and ſeals of ſuch perſon or perſons within twenty days next after ſuch difference ſhall be referred to him or them reſpectively: And that neither of the ſaid parties to theſe preſents, his executors or adminiſtrators, ſhall commence or bring any action or ſuit, or ſeek any remedy whatſoever either in law or equity, to be relieved in the premiſes before ſuch difference ſhall be put to reference as aforeſaid. (*And a Covenant, that either of the copartners may diſſolve the copartnerſhip on giving notice, and paying money; and covenants for performance of covenants.*) In Witneſs, &c.

Accounts to be paſſed within twenty days after copartnerſhip ended.

Debts ſtanding out to be divided and aſſigned.

Differences to be left to arbitration.

When arbitration to be made.

No action to be brought before reference to arbitration.

Other covenants.

(*Wood.*)

## *An Aſſignment of a Share in Copartnerſhip in a Stage Coach.*

Recitals, viz. As to the articles of partnerſhip in the Warrington Stage.

THIS Indenture, made, &c. Between *J. K.* of, &c. and *G. W.* of, &c. of the one part, and *A. J.* of, &c. and *J. H.* of, &c. of the other part. Whereas by certain articles of agreement and copartnerſhip of ſeven parts, bearing date, &c. and made between the ſaid *J. K.* of the firſt part, the ſaid *G. W.* of the ſecond part, *T. W.* of, &c. of the third part, *J. S.* of, &c. of the fourth part, *W. M. C.* of, &c. of the fifth part, *S. L.* of, &c. of the ſixth part, and *T. A.* of, &c. of the ſeventh part; *Whereby* (after reciting, that the parties thereto had ſet up two weekly ſtage-coaches, the one to travel from the Bell-Inn in Wood-ſtreet, London, to the Bull-Inn at Warrington, in the county of Lancaſter, and the other from the ſaid Bull-Inn to the ſaid Bell-Inn, and to ſet out from each of the ſaid places on every Monday morning, and that they for that purpoſe had provided four coaches and twenty four horſes, with harneſs, furniture, and other accoutrements for ſuch coaches and horſes) it was agreed that the ſame ſhould be divided into eight parts or ſhares, and that the ſaid *J. K.* and *G. W.* ſhould have and be entitled to three ſhares thereof, And that each of the other parties ſhould ſeverally have and be intitled to one other ſhare thereof; and it is by

As to Mr. K. and Mr. W.'s

the

the ſaid articles reciprocally covenanted and agreed by and between all the parties thereunto, *That* from the execution thereof, they the ſaid parties, according to their ſeveral ſhares and intereſt therein before expreſſed, ſhould be joint owners and partners of and in the ſaid coaches, horſes, harneſs, furniture and accoutrements, and ſhould continue and uſe the ſame, travelling from and to the places in the manner the ſame were then kept and uſed, And that they ſhould bear and pay each of them, according to their ſhares and intereſt, their parts and ſhares of all coſts, charges and expences of maintaining and keeping thereof, and of all damage and loſſes that might happen thereby or by reaſon thereof, and each have and receive like parts and ſhares of all profit and advantage to be had or made thereby; and that each of the ſaid partners ſhould alſo bear and pay like parts and ſhares of all ſuch ſums of money as ſhould be laid out or expended in the repairing of the coaches, harneſs and accoutrements, and in keeping of the horſes then or that ſhould thereafter belong to the ſaid joint ſtock, and alſo of ſuch ſums as ſhould be expended or laid out in the purchaſing of any new or other coaches, horſes, harneſs, or other things whatſoever, for the uſe and benefit of the ſaid joint ſtock, and for the carrying on the buſineſs of travelling in ſuch manner as the ſame was then carried on, as was by all the ſaid parties to be afterwards carried on, and that none of the ſaid parties ſhould ſet up or be a partner, or any way intereſted in any other ſtage-coach, travelling or to travel between London and Warrington, or to or through any of the towns or places therein above mentioned: And it is by the ſaid articles further mutually covenanted and agreed between all the ſaid parties thereto, that all accounts relating to the ſaid partnerſhip ſhould be ſettled twice in every year, (to wit) at Midſummer and Chriſtmas, and that within one week next after either of the ſaid days, all bills ſhould be delivered in to be inſpected and examined, and that the bills from all places at and between London and Coventry ſhould be delivered to and ſettled and approved by the ſaid *J. S.* and that all other bills relating to the ſaid partnerſhip ſhould be delivered to and approved by the ſaid *T. W.* and that the accounts thereof ſhould be ſettled and adjuſted within one month next after each of the ſaid days; and that if any of the ſaid partners thereto ſhould not, within fourteen days next after the ſettling of any ſuch account, pay unto the perſon or perſons who ſhould by the reſt of the ſaid partners, or the major part of them, be appointed to receive the ſame, all ſuch ſum and ſums of money as his part or ſhare ſhould amount to of the money, that ſhould by ſuch major part of the ſaid partners be agreed upon to be raiſed and paid for the advancement and carrying on of the ſaid partnerſhip; And for want of ſuch payment within the time aforeſaid, the part or ſhare of him or them making ſuch default ſhall be ſold and diſpoſed of by ſuch perſon or perſons, as ſhould be for that purpoſe appointed by the reſt of the ſaid partners, or the major part of them, and ſo much deducted therefrom as the ſhare or proportion of ſuch perſons ſo making default ſhould amount to, towards the advancement and carrying on the ſaid partnerſhip, rendering to him the overplus, if any be; and with and under ſuch other covenants, reſtrictions, conditions and agreements in the ſaid articles contained on the part of the ſeveral parties thereto, be paid, done and performed in ſuch manner as therein is mentioned and expreſſed, as in and by the ſaid in part recited articles, duly executed by all the parties thereto (relation being thereunto had) more fully may appear; And whereas the ſaid *J. K.* and *G. W.* by virtue of the ſaid articles being entitled to three of the eight parts or ſhares of and in the ſaid coaches, horſes, accoutrements and profits belonging to the ſaid Warrington ſtage as aforeſaid, they have lately abſolutely ſold, diſpoſed and aſſigned two of their ſaid eight parts or ſhares therein unto *A. B.* of, *&c.* and they the ſaid *J. K.* and *G. W.* (in conſideration of the ſum of ſixty-three pounds to be paid to them, by the ſaid *A. J.* and *J. H.*) have agreed to ſell and aſſign their ſaid remaining eighth part or ſhare of and in the ſaid horſes, coaches, accoutrements and all profits of the ſaid Warrington ſtage, unto them the ſaid *A. J.* and *J. H.* *Subject nevertheleſs* to and under ſuch proviſoes, reſtrictions and agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; *In Conſideration whereof* they the ſaid *A. J.* and *J. H.* have agreed to pay to them the ſaid *J. K.* and *G. W.* the ſaid ſum of ſixty-three pounds in ſuch manner as herein after mentioned, and alſo to accept of ſuch aſſignment, ſubject in ſuch manner as herein after is expreſſed: Now this Indenture witneſſeth, That they the ſaid *J. K.* and *G. W.* (in purſuance of their part of the ſaid recited agreement, and for and in conſideration of the ſaid ſum of ſixty-three pounds of *&c.* to be to them paid by the ſaid *A. J.* and *J. H.* on the ſeveral days, and in ſuch manner as herein after mentioned; And alſo for and in conſideration of the ſum of five ſhillings, of like lawful money to them now paid by the ſaid *A. J.* and *J. H.* the receipt of which five ſhillings is by them hereby acknowledged,) Have bargained, ſold, aſſigned and delivered, And by theſe preſents They the ſaid *J. K.* and *G. W.* Do, and each of them Doth freely, clearly and abſolutely bargain, ſell, aſſign, and in due form of law deliver unto them the ſaid *A. J.* and *J. H.* their executors, adminiſtrators and aſſigns, As well all that their the ſaid *J. K.* and *G. W.*'s remaining eighth part or ſhare of and in all the ſaid horſes, coaches, harneſs, furniture and other accoutrements for the ſaid coaches and horſes belonging to the ſaid ſtage from London and Warrington, and from Warrington and London as aforeſaid, As alſo all their eighth part or ſhare of all ſuch clear profits as have been made of the ſaid ſtage from the 28th day of December now laſt paſt, (being the time of driving and carrying on the ſame) to the day of the date hereof; as likewiſe all their eighth part or ſhare of and in all the future profits whatſoever which from henceforth ſhall ariſe or be made of the ſaid ſtage, during the continuance of the ſaid recited partnerſhip, and all the right, intereſt, property, benefit, advantage, claim and demand whatſoever or howſoever of them the ſaid *J. K.* and *G. W.* or either of them, of, in and to the ſaid hereby bargained and ſold premiſes, and every part thereof, by virtue of the ſaid articles of partnerſhip, or otherwiſe howſoever; To have, hold, receive, take and enjoy the ſaid eighth part or ſhare of the ſaid coaches, horſes, accoutrements, profits, and all and ſingular other the herein before mentioned and intended to be hereby bargained and ſold premiſes, unto and to and for the only uſe and benefit of them the ſaid *A. J.* and *J. H.* their executors, adminiſtrators and aſſigns, in equal moieties, without any benefit of ſurvivorſhip to be taken by either of them from henceforth for ever, and that in as full, large, ample and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as they the ſaid *J. K.* and *G. W.* could or might have had, held, recovered, received, enjoyed or diſpoſed of the ſame, in caſe theſe preſents had not been made. And for the better and more effectual confirmation of theſe preſents, and of the bargain and ſale hereby made, they the ſaid *J. K.* and *G. W.* at the time of executing hereof, have given and delivered unto them the ſaid *A. J.* and *J. H.* two braſs buckles in the name of ſeiſin, of all and ſingular the hereby bargained and ſold premiſes. And they the ſaid *J. K.* and *G. W.* for themſelves, and for their reſpective executors and adminiſtrators all and ſingular the hereby bargained and ſold premiſes, unto them the ſaid *A. J.* and *J. H.* their executors, adminiſtrators, and aſſigns, againſt all and every perſon and perſons whomſoever, ſhall and will warrant and for ever defend by theſe preſents; Subject nevertheleſs

having three of the eight ſhares therein.

As to the ſale of the two of the eight ſhares, and agreement for ſale of the other eighth ſhare to Mr. J. and to Mr. H.

Firſt, Conſideration being aſſignment of an eighth part to Mr. J. and Mr. H.

Habendum;

Seiſin.

Warranty.

Subject, &c.

leſs to the payment of a full eighth part of all and every ſuch payments, loſſes, coſts, charges, damages and expences whatſoever, as have ſince the ſaid 28th day of December now laſt paſt been paid, expended or ſuſtained, touching or concerning the ſaid ſtage; and alſo ſubject to one eighth part of all ſuch future payments, conditions, reſtrictions and performance of all covenants and agreements as are mentioned, expreſſed and declared in the ſaid recited articles on the part and behalf of them the ſaid *J. K.* and *G. W.* to be paid, done and performed, in reſpect of the hereby bargained and ſold premiſes, **And alſo ſubject** to the proviſo and condition herein after contained for making void theſe preſents, and the bargain and ſale hereby made:

Second conſideration, being Mr. J. and Mr. H's covenant to pay the 63l. and to indemnify, &c.

**And this Indenture further witneſſeth,** that they the ſaid *A. J.* and *J. H.* (in purſuance of their part of the ſaid recited agreement, and in conſideration of the bargain and ſale of the ſaid third part of the ſaid premiſes ſo made to them as aforeſaid) **Do** hereby for themſelves, and for their ſeveral executors and adminiſtrators, covenant, promiſe and agree to and with each of them the ſaid *J. K.* and *G. W.* their reſpective executors, adminiſtrators and aſſigns, in manner following, *viz.* That they the ſaid *A. J.* and *J. H.* or one of them, their or one of their executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. H.* and *G. W.* their executors, adminiſtrators or aſſigns, the ſaid ſum of ſixty-three pounds of ſuch lawful money as aforeſaid, in manner following, *viz.* the ſum of twenty-one pounds, part thereof, on the 25th day of October next enſuing the date hereof, the ſum of twenty-one pounds, other part thereof, on the 25th day of February then and now next enſuing, and the ſum of twenty-one pounds, reſidue and in full thereof, on the 25th day of June then next following, and which will be in the year, *&c.* without any manner of deduction or abatement whatſoever for taxes, or any other charges howſoever; and alſo ſhall and will pay, do and perform all and every ſuch payments, covenants, conditions and agreements, as in the ſaid recited articles are mentioned and expreſſed, and which on the part and behalf of them the ſaid *J. H.* and *G. W.* are thereby to be by them paid, done and performed, in reſpect of the hereby aſſigned third part of the ſaid premiſes, according to the true intent and meaning of the ſaid articles and of theſe preſents: **And thereof** and therefrom ſhall and will ſave, keep harmleſs and indemnified them the ſaid *J. K.* and *G. W.* their executors and adminiſtrators, of and from all coſts, charges, expences and damages whatſoever touching or concerning the ſame: **Provided always,** and theſe preſents are upon this expreſs condition nevertheleſs, that in caſe they the ſaid *A. J.* and *G. W.* their executors or adminiſtrators, ſhall make default in payment of any or either of the ſaid ſums of twenty-one pounds, twenty-one pounds, and twenty-one pounds, ſo payable on the ſeveral days, and in manner as aforeſaid, or of any part of either of the ſaid ſums; then, and in ſuch caſe, (but not otherwiſe) the bargain and ſale hereby made of the third part of the ſaid premiſes, and every article, clauſe and thing herein contained touching the ſame, ſhall from thenceforth be abſolutely void and of no effect, to all intents, conſtructions and purpoſes whatſoever; and that then and from thenceforth, it ſhall and may be lawful to and for the ſaid *J. K.* and *G. W.* their executors and adminiſtrators, to have, hold and enjoy all and ſingular the ſaid hereby bargained and ſold premiſes, as in their former eſtate, right and intereſt therein; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs,** &c.

Proviſo.

Sealed and delivered by all the parties (poſſeſſion and ſeiſin of all and ſingular the within bargained and ſold premiſes being then given unto the within named *A. J.* and *J. H.* by delivery to them of the within mentioned two braſs buckles, by the within named *J. K.* and *G. W.* according to the true intent of the within written bargain and ſale) in the preſence of

*A. B.*
*C. D.*

*(Wood.)*

## *Articles of Separation of Copartners.*

Recital.

**This Indenture** made, *&c.* **Between** *R. C.* of the one part, and *J. F.* of the other part: **Whereas** the ſaid parties to theſe preſents have been of late copartners together in the trade of, *&c.* and by reaſon of the ſaid joint trade and dealing, divers debts have become and are due and owing unto the ſaid *R. C.* and *J. F.* for divers goods and wares; and alſo the ſaid *R. C.* and *J. F.* are and ſtand engaged for divers ſums of money: **And whereas** alſo the ſaid parties, for divers good reaſons them moving, have concluded and agreed to put an end to their joint trade and copartnerſhip, and the ſaid *R. C.* is contented, and has agreed for the conſideration hereafter mentioned, to aſſign unto the ſaid *J. F.* all the debts and ſums of money which are due and owing unto them the ſaid *R. C.* and *J. F.* jointly; and the ſaid *J. F.* hath likewiſe agreed and undertaken to diſcharge and pay all debts and ſums of money which they the ſaid *R. C.* and *J. F.* do jointly owe to any perſon or perſons, for or by reaſon of their ſaid joint trade or copartnerſhip: **Now this Indenture witneſſeth,** That the ſaid *R. C.* for the conſideration hereafter in theſe preſents mentioned, **Doth** grant, aſſign and ſet over unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, all and ſingular ſuch debts and ſums of money as are owing to him the ſaid *R. C.* ſeverally or jointly with the ſaid *J. F.* for or concerning their joint trade aforeſaid, and all his right, title, intereſt, property, claim and demand whatſoever, in and to the ſaid debts, or any of them, and alſo all and ſingular bills, bonds, ſpecialties, and writings whatſoever, for and concerning the ſaid debts, and the late copartnerſhip between them; all which ſaid debts are mentioned and expreſſed in a certain ſchedule hereunto annexed; **To have, hold** and enjoy all and every the ſaid debts, ſpecialties and writings unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, to his and their own proper uſe and behoof, without any manner of account therefore to be given to him the ſaid *R. C.* his executors adminiſtrators or aſſigns: **And the ſaid** *R. C.* doth by theſe preſents give and grant to the ſaid *J. F.* his executors, adminiſtrators and aſſigns, full power and authority to aſk, levy, recover and receive in the name of the ſaid *R. C.* by all ſuch lawful ways and means as ſhall be thought requiſite by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, all and ſingular the ſaid debts and ſums of money expreſſed in the ſaid ſchedule, for and to the only uſe and behoof of the ſaid *J. F.* his executors, adminiſtrators

Aſſignment.

Habendum.

Power to receive, &c.

niſtrators and aſſigns, without any account to be made, had or given for the ſame, or any part thereof; **And further,** That if the ſaid *R. C.* or his aſſigns, or any perſon or perſons by virtue of any power or authority derived from him or them, have at any time heretofore received, releaſed or diſcharged any of the ſaid debts or ſums of money mentioned in the ſchedule, (other than ſuch ſums of money as have been releaſed by the conſent of the ſaid *J. F.*) that then upon notice given by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, to the ſaid *R. C.* his, *&c.* he the ſaid *R. C.* his executors or adminiſtrators, ſhall within twenty days next after ſuch notice given to the ſaid *R. C.* or his, *&c.* ſatisfy and recompenſe the ſaid *J. F.* or his, *&c.* for the ſame, without fraud or covin: **And** that he the ſaid *R. C.* his executors or adminiſtrators, ſhall not at any time or times hereafter willingly do or ſuffer any act or thing to hinder, let or diſturb him the ſaid *J. F.* his executors, adminiſtrators or aſſigns, in the recovery, getting in or obtaining the ſaid debts, or any of them: **And moreover,** That he the ſaid *R. C.* his executors and adminiſtrators, ſhall and will, upon reaſonable requeſt to him or them made by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, make, ſeal and deliver to him or them, ſuch other ſufficient letter or letters of attorney, for the recovery and getting in of the ſaid debts and ſums of money, as by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. **In Conſideration** whereof the ſaid *J. F.* for himſelf, his executors and adminiſtrators, **Doth** covenant, promiſe and grant to and with the ſaid *R. C.* his executors and adminiſtrators, in manner and form following, (that is to ſay) That he the ſaid *J. F.* his executors or adminiſtrators, ſhall and will, at or before the, *&c.* procure and obtain, to and for the ſaid *R. C.* his executors or adminiſtrators, ſufficient general releaſes and other diſcharges in law, from all creditors, whoſe names are in the ſchedule hereunto annexed: **And alſo,** That he the ſaid *J. F.* his executors or adminiſtrators, ſhall and will, at all times for ever hereafter, ſave and keep harmleſs and indemnified the ſaid *R. C.* his executors and adminiſtrators, againſt all and every perſon and perſons whatſoever, to whom they the ſaid *R. C.* and *J. F.* or either of them, are indebted, touching or concerning the ſaid copartnerſhip; and of and from all actions, ſuits, coſts, damages, charges, judgments, executions and demands whatſoever, which ſhall at any time hereafter ariſe and come againſt the ſaid *R. C.* his executors or adminiſtrators, or any of his or their lands, tenements, goods or chattels, or any part thereof, for or by reaſon of any debts or ſums of money owing, or for or by reaſon of any bill, bond, ſpecialty, promiſe or contract touching the ſaid copartnerſhip. **In Witneſs,** &c.

Shall do no act, &c.

To give a letter of attorney, &c.

Covenant to procure general releaſes, &c.

To indemnify.

*Deed of Copartnerſhip between Father and Son in the Trade of a Hoſier, the Father is to bring in three Fourths Stock, and the Son one Fourth, and a Diviſion to be made accordingly. The Father has an Overplus Sum in Stock, which he may continue or withdraw. An Agreement as to bad Debts already due.*

**THIS Indenture,** made the 6th day of July, in the nineteenth year, *&c.* and in the year of our Lord 1779, **Between** *A. A.* Citizen, *&c.* of the one part, and *B. A.* alſo Citizen of, *&c.* only ſon of the ſaid *A. A.* of the other part, **Witneſſeth,** That the ſaid *A. A.* and *B. A.* for and in conſideration of the good opinion they have of each other, and for the improving of their eſtates, and for other good cauſes and conſiderations them hereunto moving, **Have** concluded and agreed, **And** by theſe preſents **Do** mutually promiſe and agree to and with each other, to be and continue copartners and joint traders in the trade, art and myſtery of a Hoſier, and in the buying and ſelling, bartering and tranſporting by way of merchandize, or otherwiſe, all ſorts of hoſe, ſtockings, and ſuch other goods, wares, merchandizes and things as both the ſaid parties to theſe preſents ſhall jointly conſent and agree to trade or deal in, for the term and ſpace of ſeven years, to commence and be accounted from the 1ſt day of May laſt paſt before the date hereof, fully to be complete and ended, if both the ſaid parties ſhall ſo long live, **Subject** to the proviſoes and agreements herein after mentioned; **The ſame** joint trade to be managed and carried on in ſuch part, and ſo much of the meſſuage, tenement or dwelling-houſe of the ſaid *A. A.* ſituate in Cheapſide, London, as is now uſed and employed for that purpoſe, or in ſuch other houſe, ſhop, warehouſe, or other place or places in or about London, as the ſaid parties ſhall in that behalf mutually agree on. **And** for the better managing and carrying on the ſaid joint trade, the ſaid parties have agreed each with the other, to bring into the ſaid joint trade for their principal or joint ſtock, in money, wares and good debts, the ſum or value of eight thouſand pounds of lawful money of Great Britain, in the proportions following; that is to ſay, **The ſaid** *A. A.* the ſum of ſix thouſand pounds, being three fourth parts thereof, and the ſaid *B. A.* the ſum of two thouſand pounds, being the other fourth part thereof, **Which** together amounting to the ſum of eight thouſand pounds, is to be, and ſhall be accounted and taken as their capital or principal ſtock; **And thereupon** it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between the ſaid parties to theſe preſents, and each of them for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators, in manner and form following; that is to ſay, **That** the ſaid capital ſtock of eight thouſand pounds, and all gains, profit and increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid joint trade, ſhall from time to time during the ſaid copartnerſhip, be continued, uſed and employed in the ſaid joint trade, and no part thereof be taken out of the ſaid joint ſtock or trade, or be by either of the ſaid parties uſed, converted or employed in, or for any other uſe, trade, intent or purpoſe whatſoever, except ſuch allowances and deductions as are herein after mentioned; **And** that neither of the ſaid parties during this copartnerſhip ſhall with his own monies not belonging to the ſaid joint ſtock, or upon credit given him by any perſon or perſons whatſoever, trade, traffick, negotiate, barter or deal in any matter or thing in the way or trade of a Hoſier, or in any of the wares, merchandizes or commodities in which the ſaid parties ſhall mutually conſent and agree, or think fit to trade or deal in, ſave only upon the account, and for the advantage and benefit of the ſaid joint ſtock and trade; **And that** the ſaid joint ſtock and trade, and all buyings, ſellings, receipts, payments, debts, bills of parcels, ſpecialties and aſſurances, which during the ſaid copartnerſhip ſhall be had, made or taken, in or touching the ſaid joint trade, ſhall be from time to time managed, driven, entered, made and taken in the joint names of the ſaid parties, to and for the uſe, benefit and advantage of each of them, in manner, and in the proportions following; that is to ſay, three fourth parts thereof to and for the uſe, benefit and advantage

Agreement to become partner for ſeven years, if they both ſo long live.

The trade where to be carried on.

What ſtock to be brought in,

viz. A. A. three fourths, and B. A. one fourth.

The whole to be employed in the joint trade during the copartnerſhip.

Neither party to trade ſeparate in ſuch like goods.

The ſtock and trade to be in their joint names.

Each party to have a ſeveral right to the joint ſtock and profits, in proportion, &c.

vantage of the ſaid *A. A.* and the remaining fourth part thereof to and for the uſe, benefit and advantage of the ſaid *B. A.* and that each of the ſaid parties, his executors and adminiſtrators, ſhall at all times during the continuance of this copartnerſhip, and at the ceaſing, diſſolving, or other determination thereof, have and enjoy a ſeveral ſhare, right, title and intereſt of, in and to the ſaid joint ſtock, and of, in and to all gains, profits, increaſe, proceed and benefit whatſoever which ſhall ariſe, accrue, or be made or gotten by means of the ſaid joint ſtock and trade, and of all monies, goods, wares, merchandizes, commodities, debts and other eſtate, which from time to time ſhall be in or belonging to the ſaid copartnerſhip between them, according to the proportions of their ſaid ſtock as aforeſaid, (that is to ſay) the ſaid *A. A.* his executors and adminiſtrators, ſhall have and enjoy to and for his and their own uſe and benefit, a ſeveral ſhare, right, title and intereſt of, in and to the three fourth parts thereof; and the ſaid *B. A.* his executors and adminiſtrators, ſhall have and enjoy to and for his and their own uſe and benefit, a ſeveral ſhare, right, title and intereſt of, in and to the remaining fourth part thereof; And that each of the ſaid parties, his executors and adminiſtrators, ſhall and may upon or after the diſſolution or determination of this copartnerſhip by death or otherwiſe, receive and take his and their ſaid part, ſhare or proportion of all and ſingular the premiſes to his and their own proper uſe, in ſuch manner as herein after is expreſſed, without any claim, benefit or advantage to be had, made or taken by ſurvivorſhip by either of the ſaid parties ſurviving the other, any thing in theſe preſents, or any law, cuſtom or uſage to the contrary notwithſtanding. And that all debts and duties which are or ſhall be owing by the ſaid parties by reaſon of their ſaid joint trading, and all loſſes and damages which ſhall come or happen to the ſaid joint ſtock, or the proceed or gains thereof, or in or by the ſaid joint trading by bad debtors, loſs, damage or decay of goods, ſuits in law, or any other caſualties or accidents whatſoever, and all ſervants wages, charges of books and letters, And all other neceſſary charges and expences which ſhall be occaſioned or laid out in or about the ſaid joint trade and dealings, ſhall from time to time, and at all times hereafter during the continuance of this copartnerſhip be allowed, reckoned, ſuſtained and borne by and out of the whole joint ſtock, and the gains and increaſe thereof as aforeſaid, ſo as the ſaid parties ſhall each of them bear and pay their reſpective ſhares thereof according to their ſeveral intereſts and proportions in the ſaid joint ſtock. And it is hereby further agreed between the ſaid parties, that the ſhop or warehouſe, part of the ſaid dwelling-houſe of the ſaid *A. A.* ſhall during the ſaid copartnerſhip be valued and reckoned at the yearly rent of forty pounds, which yearly rent, together with one half part of all taxes, rates and pariſh duties that ſhall be paid for the ſaid meſſuage and premiſes by the tenants thereof, And alſo all the needful and neceſſary charges for ſupporting, upholding or repairing the ſaid ſhop or warehouſe ſhall be paid and borne by the ſaid parties by and out of their ſaid joint ſtock, according to their ſeveral proportions therein. And the ſaid *A. A.* doth hereby covenant and agree with the ſaid *B. A.* that he the ſaid *A. A.* ſhall and will provide for and allow unto the ſaid *B. A.* during this preſent copartnerſhip, or ſo long time thereof as the ſame *B. A.* ſhall think fit, ſufficient and convenient diet and lodging in his the ſaid *A. A.*'s dwelling-houſe, in conſideration whereof the ſaid *B. A.* doth covenant and agree with the ſaid *A. A.* that he the ſaid *B. A.* ſhall and will pay, or cauſe to be paid unto the ſaid *A. A.* by equal quarterly payments, the yearly ſum of thirty pounds of lawful money of Great Britain, during ſo long time of this copartnerſhip as he the ſaid *B. A.* ſhall take and enjoy his diet and lodging with the ſaid *A. A.* aforeſaid. And each of them the ſaid copartners for himſelf, his executors and adminiſtrators, doth hereby covenant, and agree with the other of them, his executors and adminiſtrators, that he ſhall and will at all fitting and reaſonable times during the ſaid copartnerſhip, diligently and faithfully apply and employ himſelf in and about the affairs and buſineſs of the ſaid joint trade, and in the management of the ſame, for the beſt advantage of both the ſaid parties, and of the ſaid joint ſtock; And that they the ſaid parties ſhall and will be true and juſt to each other in all his and their bargains, ſales, receipts, payments, accounts, reckonings, dealings and doings in and about the premiſes, and thereof (upon requeſt) ſhall and will make and give a true account, each of them to the other of them. And further, it is covenanted and agreed by and between the ſaid parties, that for the better continuing of true and plain dealing between them concerning this preſent copartnerſhip, they the ſaid parties ſhall and will provide, and keep or cauſe to be kept ſuch and ſo many books as ſhall be neceſſary, wherein they ſhall fairly write or cauſe to be written the juſt and true particulars of all monies received and paid, and of all goods, wares and commodities that ſhall be bought and ſold, received in or delivered out, and the rates and prices at which the ſame were bought and ſold, received and delivered, and of all debts which ſhall be contracted, and of all other matters or things any way conducing to the manifeſting the eſtate of the ſaid joint trade; And that the ſame books, together with all bills, bonds, ſpecialties, letters, and other writings touching or concerning the ſaid joint trade, ſhall always remain extant, and be kept in ſome convenient part of the ſaid meſſuage, or other houſe or place where the ſaid joint trade is or ſhall be uſed, where each of the ſaid parties may, during this copartnerſhip, and at all ſeaſonable times afterwards, have free acceſs to and come by them, and may read, peruſe and copy out the ſame, or any of them, at his free will and pleaſure, without the let or hindrance of the other of them, his executors or adminiſtrators. And that neither of the ſaid parties, without the conſent of the other of them firſt had in that behalf, ſhall ſell, lend or deliver, by way of credit or truſt, any money, goods, wares or commodities belonging to the ſaid joint trade, to any perſon or perſons whatſoever, whom the other of the ſaid parties ſhall forewarn or forbid to be credited or truſted. And that neither of the ſaid parties ſhall, without the conſent of the other of them, releaſe, diſcharge or compound any debt or duty which during this copartnerſhip ſhall be due or owing to the ſaid parties upon account of their ſaid joint trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the ſtock or caſh of the ſaid copartnerſhip; and that each of the ſaid parties ſhall *bona fide* anſwer, pay, or otherwiſe make good unto the ſtock or caſh of the ſaid copartnerſhip, all ſuch monies or goods belonging to the ſame, as he, or any others by his order or direction ſhall diſcharge or give any receipt for; And that neither of the ſaid parties, his executors or adminiſtrators, ſhall, during this copartnerſhip, without the conſent of the other of them, his executors or adminiſtrators, firſt thereunto had and obtained in writing under his or their hands, enter into bond, or otherwiſe become bound or charged as bail or ſurety for any perſon or perſons whatſoever, or do or wilfully ſuffer to be done, any other act, matter or thing whatſoever, whereby, or by means whereof the ſaid joint ſtock or trade, or any monies, goods, wares, debts, gains or increaſe which ſhall be in or belonging to the ſame, ſhall or may be hindered, prejudiced, attached, ſeized, extended or taken in execution; and that neither of the ſaid parties ſhall permit or ſuffer the ſaid joint ſtock or trade, or any of the monies, goods, wares or debts which ſhall be in or due, or belonging to the ſame, to be any ways charged or incum-

and at the end of the copartnerſhip may take their ſhares, without benefit of ſurvivorſhip.

Debts and loſſes, &c. in the joint trade to be borne by the joint ſtock, and ſervants wages and charges.

Rent and taxes how to be charged and borne.

One of the parties to provide diet and lodging for the other,

at a certain rate by the year.

Covenant for each party to apply himſelf diligently and faithfully, and to be juſt to each other, and truly to account.

Covenant to keep books and make entries,

to which, and other writings, each party to have free acceſs to read and copy.

Neither party to give credit contrary to the other's will, nor releaſe or compound debts for leſs than the value.

Each party to make good what he receives.

Neither party to become ſurety without the other's conſent in writing, nor do any thing to incumber the ſtock, with his particular debt,

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bered with or for any private or particular debt or duty which ſhall not concern this copartnerſhip; **But** that every ſuch private or particular debt or duty ſhall from time to time be paid and diſcharged by him whoſe debt or duty the ſame ſhall be, by and out of his own particular eſtate not included in this copartnerſhip. **And that** neither of the ſaid parties ſhall, without the conſent of the other of them as aforeſaid, take any perſon or perſons as his ſervant or apprentice, to be employed in the ſaid joint trade at any time during this copartnerſhip; and in caſe any ſervant or apprentice which either of the ſaid parties ſhall have or keep, ſhall at any time during this copartnerſhip imbezil, purloin, wilfully waſte or miſ-ſpend any of the monies, wares, goods, debts or other effects which ſhall be in or belonging to the ſaid joint trade, then and ſo often the maſter of every ſuch apprentice or ſervant ſhall anſwer and make good in ready money unto the ſaid joint ſtock or trade within ſix calendar months next after every ſuch fact done, the full value of all ſuch monies, wares, goods, debts and other effects as ſhall be ſo imbeziled, purloined, waſted or miſ-ſpent, if the friends or ſureties of or for ſuch ſervant or apprentice, ſhall not in the mean time pay and ſatisfy the ſame unto the ſaid joint trade. **And it is further agreed** by and between the ſaid parties to theſe preſents, that each of them reſpectively ſhall weekly and every week during this copartnerſhip, have and take out of the monies of the ſaid joint ſtock, towards the defraying of their reſpective charges and expences, the ſeveral ſums following; that is to ſay, the ſaid *A. A.* the weekly ſum of ſix pounds, and the ſaid *B. A.* the weekly ſum of two pounds. **And that** the ſaid parties ſhall and will yearly during this copartnerſhip between the 1ſt day of July and the 31ſt day of July in every year (unleſs prevented by ſickneſs) account together, and make, caſt up, and fully finiſh between them a true, plain, perfect and particular account and reckoning in writing, of, for and touching all monies, goods, wares, debts, and other eſtate then being, in, or belonging, or owing unto the ſaid joint trade or copartnerſhip, and of all debts and duties then due and owing by and upon account of the ſame; and upon the finiſhing of every ſuch account the ſaid parties ſhall write and enter, or cauſe the true particulars of every ſuch account, and the reſt or balance thereof to be written and entered in two ſeveral books, and ſhall ſubſcribe both their names in the ſame books, at the foot of every ſuch yearly account (entered therein) in the preſence of two witneſſes, who ſhall ſubſcribe their names as witneſſes unto ſuch ſubſcription of the ſaid parties in each of the ſame books, and after the names ſubſcribed each of the ſaid parties ſhall have and take one of the ſaid books into his own cuſtody, and to his own uſe. **And alſo** that at or after the finiſhing and adjuſting ſuch yearly account, the ſaid parties ſhall then make ſuch deductions and dividends out of the increaſe and gains of the ſaid joint ſtock as ſhall be then mutually agreed on between them, which ſaid monies ſo to be deducted ſhall be divided between them in proportion to their ſeveral ſhares and intereſts in the ſaid capital ſtock. **And alſo**, in caſe either of the ſaid parties ſhall happen to die during this copartnerſhip, then all ſuch bad and deſperate debts due and owing to or on account of the ſaid joint ſtock or trade as ſhall not have been reckoned as a good eſtate, and caſt up and included in ſuch yearly accounts to be made and ſtated as aforeſaid, ſhall with all convenient ſpeed be divided and diſtributed between the ſaid party ſurviving and the executors or adminiſtrators of the party deceaſed, according to the before mentioned reſpective ſhares and proportions of the ſaid parties in the ſaid capital ſtock, and thereupon the party ſurviving, and the executors and adminiſtrators of the ſaid party deceaſed, ſhall give unto each other and their reſpective executors and adminiſtrators, full power and authority to get in and recover his and their reſpective parts and ſhares of ſuch bad debts. **And moreover**, it is mutually covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and each of them for himſelf, his heirs, executors and adminiſtrators, **Doth** covenant, promiſe and agree to and with the other of them, his executors and adminiſtrators, that at the end of the ſaid copartnerſhip, the ſaid parties, if they be then living, ſhall within one month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final account and reckoning in writing, of, for and concerning the ſaid joint trade or copartnerſhip, and all monies, debts, goods, wares, merchandizes, gains, profits and advantages which ſhall be then in, or due, owing or belonging, or appertaining to their ſaid joint ſtock or trade, or to them the ſaid parties, for or by reaſon, or on account thereof; **And alſo** of, for and concerning all debts, ſums of money, charges, loſſes and expences, which by reaſon or means of the ſame joint trade ſhall be by them the ſaid parties due or owing to any perſon or perſons, or which they the ſaid parties ſhall have ſuſtained for or by reaſon or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true eſtate of the ſaid joint trade ſhall then be, and what parts and proportions, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid parties, according to their ſeveral intereſts and proportions in the ſaid capital ſtock or trade, and according to the true intent and meaning of theſe preſents. **And immediately** thereupon, or afterwards as ſoon as conveniently may be, true payment and ſatisfaction ſhall be made, or good order taken for the true and ſpeedy payment and ſatisfaction of all ſuch debts and ſums of money as at the time of the expiration of the ſaid copartnerſhip ſhall be by them the ſaid parties due or owing to any perſon or perſons for or on account of the ſaid joint trade; and then alſo true payment, diviſion and delivery ſhall be made by and between them the ſaid parties, in proportion to their ſeveral parts, ſhares and intereſts in the ſaid copartnerſhip and joint trade, at their then houſe, ſhop or place of trade, of all and every ſuch monies, debts, goods, wares, merchandizes and other things which ſhall be then in, or due, belonging or appertaining to the ſaid joint ſtock or trade, or to the ſaid parties on account thereof, over and above what ſhall be then owing by or on account of the ſaid joint trade as aforeſaid. **And thereupon** alſo each of the ſaid parties, his executors or adminiſtrators, ſhall make and give unto the other of them, his executors and adminiſtrators, ſuch aſſignments of their reſpective parts and ſhares of the debts which ſhall be then due to the ſaid copartnerſhip or joint trade, together with full power and authority to ſue for and recover ſuch debts as the party who is to have the ſame debts, ſhall upon ſuch diviſion as aforeſaid reaſonably require; **And after** ſuch diviſion, partition and aſſignment ſhall be made, neither of the ſaid parties, his executors or adminiſtrators, ſhall or will receive, releaſe, compound for, or diſcharge any debt or debts which ſhall be allotted unto the other of them, his executors or adminiſtrators, without his conſent to whom the ſame ſhall be ſo allotted. **Provided always**, and it is further covenanted, granted, concluded and agreed by and between the ſaid parties, and each of them for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, grant and agree to and with the other of them, his executors and adminiſtrators, **That** if it ſhall happen that either of the ſaid parties ſhall die before the expiration of the ſaid term

but pay the ſame out of his own eſtate not in partnerſhip.

Nor to take ſervant or apprentice without conſent of the other.

The maſter to make good the imbezilment of ſervant, &c. in failure of ſervant and his ſureties.

Weekly allowance for expences.

Parties to account yearly, and to ſtrike a balance, and to ſubſcribe it in two books, to be witneſſed.

Each party to keep one of the books.

May make dividends by conſent.

If one party die, bad debts ſhall be divided between his repreſentative and the ſurvivor in proportion.

And they are mutually to give powers to recover.

At the end of the partnerſhip parties to account within a month,

concerning ſtock.

Profits,

debts, and loſſes.

And to take order for payment of debts due from them, and to divide the ſtock, &c. in proportion,

and mutually aſſign debts, and give power to recover them,

and not releaſe or compound them without conſent.

Covenant if one dies within the ſeven years, the other to take the whole ſtock.

term of seven years, then and in such case the survivor of them, his executors and administrators, shall and will accept and take all the whole stock of goods, wares, merchandizes, monies and debts whatsoever, which at or immediately before the decease of the party so dying shall in any wise be appertaining unto them the said parties as copartners, or by reason or on account of their said joint trade; **And also** in consideration thereof, and for a full recompence and satisfaction to be had and made to the executors or administrators of the party so dying, of and for his full part, share and proportion of, in and to the said joint stock, the same survivor, his executors or administrators, shall and will truly satisfy and pay, or cause to be satisfied and paid at or in the said dwelling-house of the said *A. A.* or other their then place of trade, unto the executors, administrators or assigns of the party so dying, so much good and lawful money as the full value of the part and share of or belonging to the said party so dying, of and in the said joint stock and trade, did or shall appear to be, or amount unto, by and according to the yearly account then last before made and subscribed with their names as aforesaid, in case any such account shall have been thentofore made; but in case no such account shall have been thentofore made, then so much lawful money as the full value of the part and share of the capital stock brought into copartnership by the party so dying as aforesaid, is or shall amount unto, together with interest for the same, after the rate of five pounds *per cent. per annum*, to be accounted from the time of the death of the party so dying till payment thereof; the same to be paid in manner following; that is to say, one third part thereof at the end of six calendar months next after the decease of the party so dying, one other third part thereof at the end of twelve calendar months next after such the decease of the party so dying, and the remaining third part thereof at the end of eighteen calendar months next after such the decease of the party so dying; **And** for the better securing the payment thereof, the said party so surviving shall within one month after the decease of the copartner so dying, enter into, and become bound to the executors or administrators of the said copartner so deceasing in one or more bonds or obligations of double penalty, with one or more such surety or sureties as shall be to the good liking of the executors or administrators of the party so dying, conditioned for payment to them the said executors or administrators of the said party so dying, of such monies and interest, at the times and place, and in manner and form aforesaid; **And** shall also thereupon enter into and become bound unto the executors or administrators of the party so dying, in one or more bonds or obligations of sufficient penalty for saving harmless and indemnifying the heirs, executors and administrators of the party so dying, and his and their lands and tenements, goods and chattels, of and from all debts and duties which at the time of his decease were jointly owing by them the said parties to any person or persons for any matter or thing touching, or on account of the said joint stock or trade, and of and from all actions, suits, costs, charges, damages and expences, for or about the same debts and duties, and every of them, which debts and duties the party so surviving doth agree to pay and satisfy in due and convenient time. **And that** the executors or administrators of the party so dying, upon the sealing and executing of such bonds as aforesaid, shall and will by writing sufficient in the law duly executed, grant, assign and release unto the party surviving, his executors or administrators, all the part, purparty, share, right, title, interest, benefit, claim and demand whatsoever of them the said executors and administrators of the party so dying, of, in and to all and every the monies, goods, wares, debts, stock, gains, and other estate whatsoever, which at the time of his death were in joint trade or copartnership between the said parties, or jointly owing or belonging unto them, upon the account of the said joint trade. **And it is hereby further declared** and agreed by and between the said parties, that the monies at any time or times during this copartnership to be taken or received out of the said joint stock, in respect of such weekly allowances as aforesaid, shall not in any of the cases aforesaid be reckoned or accounted as a debt to the said joint stock or trade from either of the said parties, but the same shall be esteemed and taken as their own proper monies and estate, any thing herein contained to the contrary notwithstanding. **And whereas** the present stock now employed in trade and copartnership between the said parties, consisting in monies, wares, goods, merchandizes and good debts, amounts to the sum or value of eleven thousand pounds, over and above what will be sufficient to pay and discharge all such debts and sums of money as are or were due and owing by the said *A. A.* to any person or persons on account of trade before commencement of this present copartnership, which sum or value of eleven thousand pounds, makes up an overplus of three thousand pounds, over and above the sum of eight thousand pounds, which it is herein before agreed should be the capital or principal stock of the said parties in their said joint trade and copartnership. **And whereas** the said sum or overplus of three thousand pounds is, and is intended to be and continue the sole and proper monies and estate of the said *A. A.* exclusive of his said share and proportion of the said capital stock of eight thousand pounds, and the same is not intended by either of the said parties to be continued or employed in the said joint trade or copartnership any longer, or upon other terms than are herein after mentioned. **Now this Indenture further witnesseth,** That it is hereby declared and agreed by and between the said parties, and the said *B. A.* doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said *A. A.* his executors or administrators, that it shall and may be lawful to and for the said *A. A.* his executors and administrators, at his and their free wills and pleasures to withdraw, take out or call in from and out of the said joint trade and copartnership the said sum or overplus of three thousand pounds, or any part thereof, at such time or times, and in such parts and proportions as he or they shall think fit. **And** that in the mean time, and until the said sum or overplus of three thousand pounds shall be withdrawn and called in by the said *A. A.* his executors or administrators as aforesaid, interest at the rate of five pounds *per cent. per annum*, shall be answered and paid for the same, or for such part thereof as shall be continued in the said joint trade and copartnership, unto him the said *A. A.* his executors and administrators, by and out of the said joint stock and trade, or the gains and increase thereof. **And it is further agreed** by and between the said parties, that all such profit, gains and increase as shall arise, accrue, or be made by, from, and out of the said sum or overplus of three thousand pounds, or any part thereof, during so long time of this copartnership, as the said *A. A.* his executors or administrators, shall please to continue the same sum, or any part thereof, in the said joint trade and copartnership, over and above the interest thereof to be paid to the said *A. A.* his executors or administrators as aforesaid, shall from time to time be shared and divided between the said parties, their executors and administrators, at such times and in such manner and proportions as are herein before mentioned and agreed with respect to their said capital stock of eight thousand pounds, and the profits, gains and increase thereof, according to their respective shares and interest therein as aforesaid. **And whereas** there are at present divers debts and sums of money, amounting in the whole to the sum of one thousand

and pay for the deceased's share to his representatives,

at what value,

and interest from the death of the party. The payment by three instalments.

The survivor to become bound for the same, with sureties,

and also to save harmless the representatives from the debts due by the partnership estate,

which the survivor is to pay. The representatives are at the same time to assign to the survivor the share of the deceased.

The money allowed weekly for expences, not to be reckoned a debt to the joint stock.

Recitals that there is a sum now employed which is no part of the stock; but belongs to one of the parties.

Covenant in relation thereto. The owner may withdraw is at pleasure,

in the mean time to be allowed interest payable by the joint stock.

The profits made by it to be divided in proportion.

Recital that there are certain bad debts due

ſand five hundred pounds, due and owing to the ſaid *A. A.* from ſundry perſons on account of his trade and dealings, as appears by his ledger book in the fifteenth and ſixteenth pages, which were contracted and become due to him before the commencement of this preſent copartnerſhip, and are by him eſteemed as bad and deſperate debts, and therefore are not reckoned, included or comprized in the ſaid capital ſtock of eight thouſand pounds, or in the ſaid ſum or value of eleven thouſand pounds, or in any part of them, or either of them. **Now this Indenture further witneſſeth**, That in conſideration of this preſent copartnerſhip, and of the covenant and agreement on the part of the ſaid *A. A.* herein after contained, he the ſaid *B. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. A.* his executors and adminiſtrators, that he the ſaid *B. A.* ſhall and will at all times hereafter during this preſent copartnerſhip uſe and employ his utmoſt ſkill, diligence and endeavours, by all ſuch lawful ways and methods as the ſaid parties ſhall agree on, to get in, obtain and recover the ſaid bad and deſperate debts, or ſuch part or parts thereof as he ſhall be able to recover; **In Conſideration** whereof the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *B. A.* his executors and adminiſtrators, that all ſuch ſum and ſums of money, being part or parts of the ſaid bad and deſperate debts as ſhall from time to time be gotten in, obtained or recovered by the ſaid *B. A.* his executors or adminiſtrators, ſhall thereupon be brought into this preſent copartnerſhip, and be added to the ſaid capital ſtock of eight thouſand pounds, and during the continuance of the ſaid joint trade be ſubject to the ſame terms, conditions and agreement as the ſaid capital ſtock of eight thouſand pounds is herein before ſubjected unto, and at the end or expiration of this preſent copartnerſhip ſhall be ſhared and divided between the ſaid parties, their reſpective executors or adminiſtrators, together with all ſuch gains and increaſe as in the mean time ſhall be made thereof in the ſame, in the like ſhares and proportions as the ſaid capital ſtock of eight thouſand pounds, and the gains and increaſe thereof are herein before agreed to be ſhared and divided as aforeſaid. **And laſtly**, It is hereby covenanted, granted, concluded and agreed by and between the ſaid parties, and each of them, for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators, that if at any time during this copartnerſhip, or at or after the end thereof, any variance, ſtrife, controverſy, doubt or queſtion ſhall happen to ariſe, grow or be between the ſaid parties, their executors or adminiſtrators, for or touching the ſaid joint trade or copartnerſhip, or for, upon or touching any covenant, grant, clauſe, word, matter or thing herein contained, or the conſtruction thereof, then every ſuch doubt, queſtion or controverſy ſhall be referred to and reſolved, diſcuſſed and determined by two indifferent perſons, to be elected by and between the ſaid parties, or their reſpective executors or adminiſtrators, within ſixty days next after any ſuch doubt, queſtion or controverſy ſhall ariſe; **And in Caſe** ſuch two perſons cannot agree and determine the matter to them to be referred within ſixty days next after ſuch reference, then the ſame ſhall be reſolved, diſcuſſed and determined by ſuch one indifferent perſon as the ſaid two firſt referees or arbitrators ſhall for that purpoſe from time to time nominate and appoint umpire in the premiſes, who ſhall determine the ſame within twenty days next after he ſhall be appointed umpire: **And whatſoever** order, end or determination the ſaid two perſons, or their ſaid umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective times in that behalf aforeſaid, make between the ſaid copartners, their executors, adminiſtrators or aſſigns, of, for or about the premiſes, or any part thereof, each of the ſaid parties doth hereby for himſelf, his and their executors and adminiſtrators, covenant, promiſe and agree, to and with the other of them, his executors and adminiſtrators, to ſtand to, perform and keep the ſame, without any further ſuit or trouble whatſoever. **In Witneſs**, &c.

*(Newnam.)*

to one of the parties incurred before this partnerſhip.

Covenant that the other party ſhall have ſhare of them he recovering them.

Differences between the parties to be referred to arbitrators,

who may chuſe an umpire.

The parties covenant to perform ſuch award.

*An Agreement between Joint Dealers, that if upon making up their Accounts any Difference ſhould happen, it ſhall be referred to Arbitration.*

**To all**, &c. *P. D. T. P.* and *J. M.* ſend greeting. **Whereas** the ſaid parties have had ſeveral dealings between them relating to, *&c.* and are now adjuſting, and do intend to ſettle and balance all accounts whatſoever now depending and being between them the ſaid parties jointly, or any two of them; and for the better effecting and perfecting thereof, in caſe any doubts, queſtions or differences ſhall ariſe between them, or any two of them, concerning the ſaid accounts, or any agreements, promiſes or payments, debts, monies, matters or things relating thereunto, **They** the ſaid parties **have** agreed, and **Do** hereby agree to refer all or any ſuch doubts, queſtions or differences, from time to time, to the award and determination of, *&c.* or any two of them, indifferently named and choſen by and between them the ſaid *P. D. T. P.* and *J. M.* to hear, judge and determine of and concerning all or any ſuch doubts, queſtions or differences, from time to time within, *&c.* always next after the ſame ſhall be referred to them. **And the ſaid** *P. D. T. P.* and *J. M.* each for himſelf and his own executors and adminiſtrators, and his own acts, and not the one for the other, nor for the act or acts of the other, doth covenant, promiſe and agree, to and with the other and others of them, his and their executors and adminiſtrators, by theſe preſents, as follows, (that is to ſay,) That each of them the ſaid *P. D. T. P.* and *J. M.* for his part and behalf, if and ſo often as any ſuch doubts, queſtions or differences ſhall ariſe between the ſaid parties in or concerning the ſaid accounts, or any agreements, promiſes, payments, allowances, monies, matters or things relating thereunto, that then and in ſuch caſe the ſaid reſpective parties ſhall and will, from time to time, refer and ſubmit every or any ſuch differences, doubts and controverſies, to the award, judgment and determination of the ſaid, *&c.* or any two of them, to be by them, or any two of them, heard, adjudged and determined: **And** that each of them the ſaid parties, their reſpective executors and adminiſtrators, ſhall and will be concluded by, and perform and fulfil the award, judgment and determination which they the ſaid arbitrators, or any two of them, ſhall from time to time make and declare in writing under their hands and ſeals in and concerning every or any ſuch differences, doubts or controverſies, which ſhall ariſe and be to them referred as aforeſaid, on or before the, *&c.* next enſuing the date of theſe preſents: **And** that each of the ſaid parties ſhall and will, upon notice in that behalf given, attend the ſaid arbitrators at ſuch time and place as they ſhall order and require, in order to their better learning and determining the ſame, and all proofs and allegations to be made by the ſaid parties, or any of them, concerning ſuch doubts or differences; or in default of ſuch their ap-

 pearance

pearance from time to time after ſuch notice given as aforeſaid, that the party making ſuch default, ſhall and will for every ſuch default forfeit and pay to the other or others of them, the ſum of ——— of lawful, &c. *(Penalties may be added.)* In Witneſs, &c.

*Articles for the Diviſion of Stock, &c. after a Partnerſhip determined.*

Recital. THIS Indenture, *&c.* Between *W. L.* Citizen, and *G.* of L. of the one part, and *T. H.* Citizen, and *H.* of L. of the other part: Whereas the ſaid parties, for certain years now paſt, have had, held and occupied a partable ſtock, and have been and continued copartners and parting-fellows in the trade of buying, ſelling and retailing of linen cloth, and other merchandizes, and now have fully reſolved and agreed together from henceforth abſolutely, to all intents, to diſſolve, determine, break off, and end the ſaid copartnerſhip, of and in the premiſes; and have further concluded clearly to divide the ſaid partable ſtock, and all debts and credits thereof and thereby growing, ariſing and being; and furthermore, each of them to hold and retain in ſeveral part, purport and portion, to and by himſelf in ſeveralty, to his own

Covenant. ſole uſe and profit, and not in common: Now this Indenture witneſſeth, That it is therefore covenanted and agreed by and between the ſaid parties to theſe preſents, and that each of them for himſelf, his heirs, executors and adminiſtrators, Doth covenant and grant to and with the other of them, his executors and adminiſtrators, by theſe preſents in manner and form following, that is to ſay, That the ſaid copartnerſhip and joint trading, and all other partnerſhips and joint trading now or at any time before the date of theſe preſents had, uſed or exerciſed between the ſaid parties to theſe preſents, do and ſhall from henceforth immediately ceaſe, determine and fully end, and have no further continuance or being, to any effect or purpoſe whatſoever; any covenant or covenants, or other matter, agreement, compoſition, promiſe or thing, to the contrary thereof, had, made, concluded or promiſed, in any wiſe notwithſtanding: And that all ſuch former covenants, promiſes and agreements, as are paſſed or made, by or between the ſaid parties, touching any further continuance or prolonging of any ſuch partnerſhip or partnerſhips, to be had or holden between the ſaid parties, ſhall by virtue of theſe preſents be deemed and adjudged void and of no effect. And alſo it is agreed by and between the ſaid parties to theſe preſents, and the ſaid *T. H.* for him, his heirs, executors and adminiſtrators, Doth covenant and grant to and with the ſaid *W. L.* his executors, adminiſtrators and aſſigns, that, *&c.* for his part of the ſaid partable ſtock, and other the premiſes, ſhall take, have and enjoy from henceforth to the ſole and proper uſe and behoof of the ſame *W. L.* his executors, adminiſtrators and aſſigns, all the linen cloth, wares, merchandizes, and ready money whatſoever now remaining in the ſaid ſtock of the ſaid copartnerſhip, or being any part or parcel thereof, or accepted or taken as part, parcel or member thereof, which by eſtimation is now rated and valued to the ſum of one thouſand ſeven hundred and fourteen pounds ten ſhillings, and the ſame and every part thereof to be, remain and continue from henceforth, to the ſame *W. L.* his executors, adminiſtrators and aſſigns, diſcharged and acquitted, or elſe upon reaſonable requeſt ſufficiently ſaved harmleſs by the ſaid *T. H.* his executors and adminiſtrators, or ſome of them, of, for, and from all manner of intereſts, judgments, charges, forfeitures, titles and incumbrances had, made or ſuffered, or to be had, made or ſuffered by the ſaid *T. H.* his executors or adminiſtrators, or by any of them, or by any other in his right or title, or lawfully claiming in, from, by or under him or them, or any of them. And the ſaid *T. H.* doth by theſe preſents abſolutely and clearly grant, aſſign, releaſe and put over to the ſaid *W. L.* his executors and aſſigns, all the right, intereſt and demand of him the ſame *T.* of, in, and to the ſaid linen cloth, wares, merchandizes, and ready money whatſoever, and of, in, and to every part thereof. And moreover it is covenanted, granted and agreed, by and between the ſaid parties to theſe preſents, and the ſaid *W. L.* for him, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid *T. H.* his executors and adminiſtrators, by theſe preſents, that the ſaid *T. H.* for his part of the ſaid partable ſtock, and other the premiſes, ſhall take, have and enjoy, to his own proper uſe and behoof for ever, without any let, ſuit, diſturbance or interruption of the ſaid *W. L.* his executors or adminiſtrators, or any other, lawfully claiming from, by, or under him, all and every ſuch debts and ſums of money, which are now due or owing, or to be paid to the ſaid copartners jointly, by reaſon or means of their ſaid copartnerſhip, as are particularly mentioned or expreſſed in a ſchedule indented, to theſe preſents annexed; together with all bills, bonds, obligations and ſpecialties only concerning the ſame debts or any of them. And the ſaid *W. T.* doth by theſe preſents fully (as far as in him lies) releaſe and ſet over to the ſaid *T. H.* his executors and aſſigns, all the right, title, and demand of him the ſaid *W.* of, in and to all and every the ſaid debts, in the ſaid ſchedule expreſſed, and of, in and to the ſaid bills and ſpecialties, only and touching and concerning the ſame or any of them; And alſo the ſaid *W. L.* for him, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid *T. H.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents, in form following, that is to ſay, that he the ſaid *W. L.* his executors and adminiſtrators, having and enjoying the ſaid linen cloth, wares, merchandizes and ready money as aforeſaid, according to the ſaid allotment, and to the true meaning of theſe preſents, ſhall and will, from time to time, permit and ſuffer, that the ſaid *T. H.* his executors and adminiſtrators, to his and their own uſe, ſhall and may demand, require, collect, receive, gather and levy, by all lawful ways and means, all and every the ſaid debts in the ſaid ſchedule expreſſed or mentioned, and every part thereof, without any let, denial or hindrance of the ſaid *W. L.* his executors or adminiſtrators, or any of them, and the ſame ſhall and may retain and hold to his and their proper uſe, without any account or reckoning thereof, or of any part thereof to be made or rendered to the ſame *W. L.* his executors and adminiſtrators, or to any of them; and that any action or actions, ſuit or ſuits, for the recovery of the ſaid debts in the ſchedule expreſſed, or any of them, may be brought and purſued by, and at the coſts and charges of the ſaid *T. H.* his executors or adminiſtrators, in the name or names of the ſaid *W. L.* and *T. H.* their executors or adminiſtrators, or any of them, without any diſcharge, revocation, or ſtay of the ſaid actions or ſuits, or any of them, to be cauſed or committed by the ſaid *W. L.* his executors or adminiſtrators, or any of them, without the conſent of the ſaid *T. H.* his executors or adminiſtrators, or ſome of them, ſo as the ſaid *T. H.* his executors or adminiſtrators, or ſome of them, ſhall from time to time, upon reaſonable requeſt and notice, ſave and keep harmleſs the ſaid *W. L.* his executors or adminiſtrators, and every of them, for and concerning all loſſes, coſts and damages, which he the ſame *W.* his executors

cutors or adminiſtrators, ſhall ſuſtain or be at, *bona fide*, without fraud or covin, by occaſion or means of any ſuch action or ſuit, proſecuted in his or their name, by the ſaid *T.* his executors and adminiſtrators, or by any of them; And that he the ſaid *W. L.* hath not heretofore, nor that he, his executors or adminiſtrators hereafter, ſhall not receive, acquit, releaſe or diſcharge the ſaid debts in the ſaid ſchedule expreſſed, or any of them, unleſs it be by the ſpecial conſent and agreement of the ſaid *T.* his executors or adminiſtrators, firſt in that behalf obtained and had, or unleſs he the ſame *W. L.* his executors or adminiſtrators, ſhall truly pay to the ſaid *T. H.* his executors or adminiſtrators, any ſuch ſum or ſums ſo by him the ſaid *W. L.* to be received of the ſame debts, within forty days next after ſuch receipt ſo thereof by him to be made; And if the ſame *W.* his executors or adminiſtrators, ſhall hereafter acquit or diſcharge any of the ſaid debts in the ſaid ſchedule expreſſed, without ſuch conſent and agreement of the ſaid *T.* his executors and adminiſtrators as aforeſaid, that then the ſaid *W.* his executors or adminiſtrators, within ſix weeks next after ſuch releaſe or diſcharge of any of the ſaid debts in the ſaid ſchedule expreſſed, ſhall and will well and truly pay, content and ſatisfy, or cauſe to be paid, contented and ſatisfied, at, *&c.* to the ſaid *T.* his executors or adminiſtrators, all and every ſuch debt or debts in the ſaid ſchedule expreſſed, which he the ſaid *W.* his executors and adminiſtrators, ſhall ſo releaſe or diſcharge as aforeſaid, without any manner of fraud or covin: And the ſaid *W. L.* for him, his executors and adminiſtrators, doth covenant and grant to and with the ſaid *T. H.* his executors and aſſigns by theſe preſents, that he the ſaid *W. L.* his executors or adminiſtrators, ſhall and will well and truly content and ſatisfy to and among the creditors of the ſaid *W.* and in reſpect of their ſaid copartnerſhip or joint occupying, the ſum of ſeven hundred and forty-three pounds four ſhillings of lawful money, of, *&c.* towards the payment and ſatisfaction of ſuch debts and ſums of money, as to the ſaid creditors are due and owing out of or in reſpect of the ſaid partable ſtock, copartnerſhip or joint occupying. And alſo the ſaid *T. H.* for him, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid *W. L.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *T.* his executors or adminiſtrators, ſhall and will well and truly content and ſatisfy to and among the ſaid creditors, towards the payment and ſatisfaction of ſuch debts and ſums of money as to the ſaid creditors are due and owing out of, and in reſpect of the ſaid partable ſtock, *&c.* the ſum of four hundred and ninety-two pounds eighteen ſhillings, of, *&c.* in form following, *viz.* four hundred pounds thereof out of the firſt receipts by him the ſaid *T.* his executor or aſſigns, of the debts in the ſchedule expreſſed, if ſo much may be levied, gathered and had, in and before the 1ſt day of, *&c.* next enſuing; and in default thereof, then the ſum of four hundred pounds to be paid at or before the laſt day of, *&c.* next coming at the fartheſt, and ninety-two pounds eighteen ſhillings, reſidue, and in full payment of the ſaid ſum of four hundred and ninety-two pounds eighteen ſhillings, at or before the feaſt of, *&c.* next enſuing the date of theſe preſents. And it is alſo concluded and agreed by and between the ſaid parties to theſe preſents, and each of the ſaid parties ſeverally for him, his heirs, executors and adminiſtrators, doth covenant and grant to and with the other of them, his executors and adminiſtrators, by theſe preſents, that if any private debt, charge, or cauſe of action, be growing or depending, by reaſon or occaſion of the ſaid copartnerſhip, unto which the ſaid copartners are of right liable and ſubject, other than and except ſuch known debts as are ſpecified or mentioned to be owing in their common book, that then and in all ſuch caſes, ſuch of the ſaid parties to theſe preſents, in whoſe default or by whoſe act or procurement ſuch debt or charge hath grown, ſhall within time convenient ſatisfy and pay the ſame, and thereof diſcharge and ſave harmleſs the other of the ſaid parties, his executors and adminiſtrators. And moreover it is agreed, That if any manner of variance, or cauſe of ſuit, at any times or times hereafter do or ſhall happen to grow, ariſe or be given between the parties, or the executors or adminiſtrators of them, or either of them, by, for or upon any covenant, matter or thing, in theſe preſents expreſſed or mentioned, or of, for, upon or in reſpect of the ſaid copartnerſhip or joint trading in any wiſe, that then and ſo often the party in that behalf grieved ſhall thereof make declaration to *T. N.* Grocer, and *J. C.* Mercer, Citizens of L. unto whoſe order and judgment for and touching the premiſes, or any part thereof, from time to time, the ſaid parties, and each of them, for their ſeveral parts and for their ſeveral executors and adminiſtrators, do wholly ſubmit themſelves by theſe preſents, ſo always as their order and judgment be thereof, or of any part or parts thereof, made and given up in writing indented under their hands and ſeals, within three months next after ſuch declaration to them made as aforeſaid, and that during ſuch three months, from time to time, or at any time, neither of the ſaid parties, their executors or adminiſtrators, ſhall directly or indirectly bring or purſue any ſuit or action againſt the other of them touching the premiſes. And they the ſaid parties, and their ſeveral executors and adminiſtrators, on their ſeveral parts and behalfs, and every of them for his own part, ſhall ſtand to, obey, abide and perform all and every ſuch order and judgment as the ſaid *T. N.* and *J. C.* ſhall within ſuch time, as aforeſaid, make and give up, as aforeſaid, for and touching the premiſes, or any part thereof. In Witneſs, &c.

*(Wood.)*

*Covenants indorſed on Articles of Copartnerſhip for continuing the ſame, with other Covenants.*

WE the within named *A. B.* and *C.* Do by theſe preſents indorſed declare, and mutually covenant and agree, unto and with each other, his and their executors and adminiſtrators, to continue the joint trade and partnerſhip within mentioned for the further term of ——— years, from the expiration, *&c.* of the ——— years within mentioned to be accounted, if both of them ſhall ſo long live, with the joint ſtock, and under and ſubject to the ſeveral covenants and agreements as are within expreſſed and contained: And whereas ſince the ſealing and executing of the within written indenture of partnerſhip, the ſaid *A.* hath bought and purchaſed the leaſe and term of and in the ſaid meſſuages and premiſes within mentioned, which he then held at a rack rent: It is therefore further declared and agreed between the ſaid parties, that if the ſaid *A.* ſhall happen to die before the expiration of the ſaid term of ——— years, and the ſaid *B.* ſhall him ſurvive, that then the executors and adminiſtrators of the ſaid *A.* are only to grant, and upon the ſaid *B.*'s giving ſecurity for payment to the executors or adminiſtrators of the ſaid *A.* of ſo much money as part and ſhare in the joint ſtock and debts, which ſhall be then owing on account of the ſaid joint trade, ſhall amount unto, and for the ——— pounds to be allowed to the ſaid *A.* for his charges in repairs, and other works about the ſaid houſe, as in the within written indentures in that behalf is expreſſed, and according

according to the true meaning thereof, they the executors and adminiſtrators of the ſaid *A.* ſhall and will at the charge of the ſaid *B.* ſeal and execute to him a leaſe of the ſaid meſſuages or tenements for the term of ——— years, to commence from the quarter-day next after the deceaſe of the ſaid *A.* at the yearly rent of ——— pounds, to be paid quarterly, and with ſuch covenants to be continued therein, as are contained in the leaſe whereby the ſaid *A.* holds the ſaid premiſes, which leaſe the ſaid *B.* agrees to accept, and at the ſame time to ſeal a counterpart thereof to the executors or adminiſtrators of the ſaid *A.* and that the ſaid executors or adminiſtrators are not to grant his leaſe and term of years therein, as within is mentioned, nor any further term therein, otherwiſe than as aforeſaid; the within written indentures, or any covenant or clauſe therein to the contrary notwithſtanding. In Witneſs, &c.

*(Wood.)*

*Articles of Copartnerſhip between a Father and a Son in Law, and in Conſideration of a Marriage, and whereby the Wife accepts of the ſame in full for her cuſtomary Part, according to the antient Cuſtom of the City of* London.

THIS Indenture Tripartite, &c. Between *A. V.* of, *&c.* of the firſt part, *M. V.* ſpinſter, youngeſt of the four daughters of the ſaid *A. V.* of the ſecond part, and *P. B.* of, *&c.* and *C. B.* (only ſon of the ſaid *P. B.*) of the third part. Whereas the ſaid *A. V.* is entitled to and poſſeſſed of a leaſehold meſſuage, tenement or dwelling-houſe, with its appurtenances, ſituate, *&c.* and as the ſame is now in the occupation of the ſaid *A. V.* for the reſidue of a certain term of ——— years now to come therein, at and under the yearly ground rent of fifteen pounds. And whereas the ſaid *A. V.* now and for ſome years paſt, hath alone followed and carried on his trade or buſineſs of ——— in the ſaid meſſuage, and thereby or by means thereof a very conſiderable profit hath been by him made thereof: And whereas the ſaid *A. V.* being now poſſeſſed of and intereſted in a conſiderable ſtock, conſiſting of ſeveral ſorts of wares, goods, and other things relating to the ſaid trade, he the ſaid *A. V.* (in conſideration of a marriage intended to be had between the ſaid *C. B.* and the ſaid *M. V.* and for other the conſideration herein after mentioned) hath agreed to take and admit the ſaid *C. B.* to be copartner with him in his ſaid trade; but he the ſaid *C. B.* not being now of the age of twenty-one years, wanting thereof four months or thereabouts, he the ſaid *P. B.* for and on behalf of his ſaid ſon, hath come to an agreement with the ſaid *A. V.* that they the ſaid *A. V.* and *C. B.* ſhall become and be copartners and joint traders together in the trade or buſineſs of a ———, with the ſaid preſent ſtock of the ſaid *A. V.* in ſuch manner as herein after is mentioned, and for which end and purpoſe the ſaid wares, goods, and preſent ſtock in trade of him the ſaid *A. V.* (except debts) have been appraiſed and valued by proper perſons choſen for that purpoſe by them the ſaid *A. V. P. B.* and *C. B.* at the ſum or value of eight hundred pounds, (excluſive of all debts now due to the ſaid *A. V.* on account of the ſaid trade) to their mutual conſent and ſatisfaction: And whereas for the purpoſe aforeſaid, and to the end and intent the ſaid *C. B.* may be intitled to one moiety of the ſaid ſtock ſo appraiſed as aforeſaid, and that he may be admitted as a copartner with him the ſaid *A. V.* in the ſaid trade, in the manner and upon the terms in theſe preſents mentioned, he the ſaid *P. B.* hath agreed to pay to the ſaid *A. V.* the ſum of four hundred pounds, (being one moiety of the ſaid ſum of eight hundred pounds, for which the ſaid ſtock is ſo valued at as aforeſaid) in ſuch manner as herein after is mentioned: And whereas he the ſaid *A. V.* in conſideration thereof, (and for other the conſiderations herein before mentioned) hath agreed to aſſign one moiety of his ſaid ſtock, ſo appraiſed as aforeſaid, unto him the ſaid *C. B.* and to admit him a copartner in his ſaid trade, in ſuch manner as herein after is mentioned, which ſaid ſtock of him the ſaid *A. V.* ſo appraiſed and valued as aforeſaid, it is by them the ſaid *A. V. P. B.* and *C. B.* hereby agreed ſhall be the joint or capital ſtock for the carrying on the ſaid joint trade and copartnerſhip between them the ſaid *A. V.* and *C. B.* of, *&c.* with and under ſuch reſtrictions, covenants and agreements, as are herein after mentioned and expreſſed of and concerning the ſame: Now this Indenture witneſſeth,

First conſideration. Money paid.

that in purſuance and performance of part of the ſaid recited agreement, and for and in conſideration of the ſum of four hundred pounds of, *&c.* to the ſaid *A. V.* in hand well and truly paid by the ſaid *P. B.* and *C. B.* or one of them, at or before the ſealing and delivery of theſe preſents (in full for the abſolute purchaſe of one moiety of the ſaid ſtock ſo valued as aforeſaid) the receipt, *&c.* and for the ſeveral other conſiderations herein mentioned and expreſſed, and for divers other good, *&c.* He the ſaid *A. V.* (at the requeſt and by the direction of the ſaid *P. B.* teſtified by his executing hereof) Hath, and by theſe preſents Doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. B.* One full Moiety or half part (the whole in two equal parts to be divided) of and in all and ſingular the ſaid wares, goods, things, and preſent ſtock in trade (except as before excepted) of him the ſaid *A. V.* and which has been ſo appraiſed and valued as aforeſaid, and all the right, intereſt, property, claim and demand whatſoever or howſoever of him the ſaid *A. V.* of, in and to the ſame;

Habendum.

To have and to hold the ſaid hereby aſſigned moiety of the ſaid ſtock and premiſes, unto the ſaid *C. B.* his executors, adminiſtrators and aſſigns from henceforth, as and for his and their own proper goods and chattels for ever: And this Indenture further witneſſeth,

Second conſideration. Marriage.

that in further purſuance and performance of the ſaid recited agreement, and for the ſeveral conſiderations aforeſaid, and in conſideration of a marriage by God's permiſſion intended to be had and ſolemnized between the ſaid *C. B.* and the ſaid *M. V.* as herein after is mentioned, and other the conſiderations in theſe preſents expreſſed; and alſo in conſideration of the good opinion, truſt and confidence, which he the ſaid *A. V.* hath and repoſeth in the ſaid *C. B.* He the ſaid *A. V.* Hath, and by theſe preſents

Covenants.

Doth take and admit the ſaid *C. B.* as and to be a copartner with him the ſaid *A. V.* in his ſaid trade or buſineſs of a ———, in the ſaid ſtock ſo appraiſed and valued at the ſum of eight hundred pounds, as aforeſaid: And to the intent the better to improve the reſpective eſtates and intereſts of them the ſaid *A. V.* and *C. B.* in the ſaid ſtock, It is hereby mutually covenanted and agreed by and between the ſaid *A. V. P. B.* and *C. B.* and the ſaid *A. V.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *C. B.* his executors and adminiſtrators, and the ſaid *P. B.* for himſelf, his executors and adminiſtrators, for and on the behalf of the ſaid *C. B.* in reſpect of his not being of age as aforeſaid; And alſo the ſaid *C. B.* for himſelf, his executors and adminiſtrators, do hereby ſeverally covenant, promiſe and agree to and with the ſaid *A. V.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, *viz.* That they the ſaid *A. V.* and *C. B.* ſhall and will become, continue, and be copartners

partners and joint traders together with the ſaid ſtock ſo valued at the ſum of eight hundred pounds, as aforeſaid, in the ſaid trade or buſineſs of a Card-maker, in the making, vending and ſelling of all manner of cards and other things incident and belonging to the ſaid trade, buſineſs or employment; **And that** for and during and unto the full end and term of ſeven years, to begin and be computed from the 1ſt day of January next enſuing the day of the date hereof, (if they the ſaid *A. V.* and *C. B.* ſhall both ſo long live) and from and after the determination of the ſaid term of ſeven years, for the further term of five years, if the ſaid parties laſt mentioned ſhall ſo long live, and for ſuch further term or time as they ſhall mutually agree and think fit; **And that** the ſaid trade or buſineſs ſhall be chiefly managed, uſed and carried on, at or in the ſaid meſſuage or dwelling-houſe of him the ſaid *A. V.* ſituate in G. ſtreet aforeſaid, and at ſuch or in ſuch other place or places and manner, as the ſaid *A. V.* now or late hath uſed and carried on the ſame, or in ſuch other place or places as he and the ſaid *C. B.* ſhall at any time hereafter mutually agree upon and think fit; **And that** all the ſaid ſaid ſtock, and the gains, increaſe, profits and produce thereof, ſhall be uſed and employed by and between the ſaid *A. V.* and *C. B.* at all times during the continuance of this copartnerſhip, and at the determination of the ſame ſhall have the right, title, intereſt and property of, in and to the ſaid capital ſtock, monies, debts and eſtate, and profits thereby ariſing in manner as follows; (to wit) As to one moiety, or half-part thereof, (the whole in two equal parts to be divided) the ſame ſhall go, belong, and be to and for the only uſe and benefit of the ſaid *A. V.* his executors, *&c.* and as to the other moiety or half-part thereof, the ſame ſhall go, belong, and be to and for the only uſe and benefit of the ſaid *C. B.* his executors, *&c.* **And that** each of them the ſaid *A. V.* and *C. B.* and their reſpective executors, adminiſtrators and aſſigns, ſhall and may at the end, or other ſooner determination of the ſaid copartnerſhip, have, receive and take, and to be truly anſwered and paid their reſpective moieties or ſhares of and in the ſaid capital ſtock, and all produce and improvements thereof in manner as aforeſaid; **And that** neither of them the ſaid *A. V.* and *C. B.* ſhall be entitled to, or have any right, benefit or advantage of ſurvivorſhip whatſoever in relation to the ſaid capital ſtock or joint trade, nor in any monies, debts, goods, or other things belonging to the ſame during the copartnerſhip, or at the end thereof, by the death of either of them, (ſave and except as herein after is mentioned;) **And that** they the ſaid *A. V.* and *C. B.* ſhall be juſt, *&c.* *(Trade to be carried on in joint names; neither to uſe any other buſineſs without conſent, nor without ſuch conſent to enter into any bond, or become bail,* &c. *Stock not to be charged with either partners ſeparate debts; if either party ſuffer judgment and execution thereon, ſuch partner's ſtock to pay the ſame; not to lend any money out of ſtock, or out of the produce thereof; ſave and except, and other than for the affairs and buſineſs of the ſaid joint trade and dealing;)* nor ſhall either of them the ſaid partners, without the like conſent, buy or take up any goods, nor ſell or deliver out upon credit any goods, wares or commodities belonging to the ſaid joint trade, to any perſon or perſons, of whom either of them the ſaid partners ſhall before hand give notice to the other of them, nor to buy any ſuch goods, or that ſuch perſon or perſons ſhall not be truſted; and that no perſon or perſons ſhall be truſted in the ſaid joint trade and dealings to the value of ——— or upwards, by either of the ſaid partners, without the conſent of the other of them firſt had in writing, atteſted, *&c.* **And it is hereby further** mutually covenanted and agreed by and between them the ſaid *A. V.* and *C. B.* and the ſaid *P. B.* for and on the behalf of the ſaid *C. B.* that the ſaid yearly rent of fifteen pounds, payable for the rent of the ſaid meſſuage or tenement, and all parliamentary taxes and parochial duties whatſoever, which are or ſhall be aſſeſſed or impoſed upon the ſaid joint ſtock or trade, or upon the ſaid meſſuage or tenement, and alſo all neceſſary expences for meat, drink, and all other neceſſaries for them the ſaid *A. V.* and *C. B.* and their ſeveral families, (wearing apparel excepted) and alſo all debts which they the ſaid partners ſhall contract, for or upon account of the ſaid joint trade, and all expences and charges abroad and at home touching the ſame, gifts to ſervants, journeymen, and other ſervants wages, loſſes and damages which ſhall happen to or in the ſaid joint trade or buſineſs by bad debts, decay in the value of goods, unfaithfulneſs or other defaults of ſervants, ſuits in law or equity, or any other inevitable accident, and all other expences, charges and damages whatſoever, neceſſarily ariſing or happening for any matter or thing whatſoever touching and concerning the ſaid joint trade and buſineſs, ſhall at all times during this copartnerſhip, and at the end thereof, be borne, paid, ſatisfied and ſuſtained, by and out of the ſaid joint ſtock and trade, and the produce and profits thereof, by them the ſaid partners, according to their reſpective moieties or ſhares therein; **And** for the better manifeſtation, *&c.* **And the ſaid** *A. V.* (in conſideration of the ſeveral covenants, conditions and agreements of them the ſaid *P. B.* and *C. B.* herein before and herein after mentioned and contained, to be paid, done and performed by the ſaid *C. B.* his executors and adminiſtrators,) **Doth** for himſelf, his executors and adminiſtrators, and for every of them, covenant, promiſe and agree to and with the ſaid *C. B.* his executors, *&c.* by theſe preſents, in manner as follows, *viz.* That in caſe he the ſaid *A. V.* ſhall happen to depart this life before the end or expiration of the ſaid term of copartnerſhip, and the ſaid *C. B.* ſhall him ſurvive, that then and in ſuch caſe the ſaid *C. B.* his executors, *&c.* ſhall from thenceforth be intitled to and have the whole and entire benefit and advantage of carrying on the ſaid trade in the ſaid meſſuage, tenement or dwelling-houſe of him the ſaid *A. V.* ſituate, *&c.* and that then and in ſuch caſe, and for that end and purpoſe, the executors or adminiſtrators of him the ſaid *A. V.* ſhall and will, within three months next after his death, well and ſufficiently aſſign and transfer unto the ſaid *C. B.* his executors, *&c.* and at his and their charge, the ſaid meſſuage or tenement and premiſes, with its appurtenances, together with the indenture of leaſe thereof, and all their eſtate, right, title, intereſt and term of years therein; *To hold* the ſame unto the ſaid *C. B.* his executors, *&c.* from thenceforth, for and during all the reſt and reſidue of the ſaid term of years by the ſaid indenture of leaſe granted, which ſhall be then to come and unexpired therein; *(Subject nevertheleſs* to the payment of the ſaid yearly ground-rent of fifteen pounds, and to the ſeveral covenants, conditions and agreements in the ſaid indenture of leaſe reſerved and contained, and which from thenceforth on the leſſee's or aſſignee's part are to be paid, done and performed.) **And whereas** a marriage is ſhortly intended to be had and ſolemnized between the ſaid *C. B.* and *M. V.* in conſideration whereof, and of his the ſaid *A. V.*'s having admitted the ſaid *C. B.* as a copartner with him in his ſaid trade, without any conſideration for the ſame, (except payment for one moiety of his ſtock as aforeſaid;) **And alſo** in conſideration that he the ſaid *C. B.* (in caſe of the death of the ſaid *A. V.* before the end of the ſaid term of copartnerſhip, by virtue of his above mentioned covenant) will be entitled to and have the poſſeſſion of the ſaid meſſuage or tenement, and alſo the then future benefit of the ſaid trade, and in regard thereof, and that the ſame is likely to be of great advantage and a handſome proviſion for the ſupport and maintenance of the ſaid *C. B.* and the ſaid *M.* his intended wife, and family; **It was and is**, previous to the ſaid copartnerſhip and ſolemnization of the ſaid intended

Mr. V. covenants that his executors in caſe of death before end of partnerſhip, ſhall aſſign benefit of trade and the leaſe of his dwelling-houſe to Mr. C. B.

As to the intended marriage and previous agreement thereon.

intended marriage, **Agreed** by and between the ſaid *A. V. M. V. C. B.* and the ſaid *P. B.* for and on the behalf of the ſaid *C.* his ſon, in manner as follows; (that is to ſay,) That *S. P.* widow, (eldeſt of the four daughters of the ſaid *A. V.*) ſhould during the ſaid intended copartnerſhip, have her board, lodging, waſhing and other conveniencies and neceſſaries (wearing apparel excepted) in the ſaid now dwelling-houſe of the ſaid *A. V.* in ſuch manner as ſhe the ſaid *S. P.* now or late hath had, received and enjoyed the ſame, without paying any thing for the ſame: **And it was and is further agreed** by and between all the ſaid parties for the conſiderations aforeſaid, that if the ſaid *A. V.* ſhould happen to die before the end of the ſaid term of copartnerſhip between him and the ſaid *C. B.* whereby he the ſaid *C. B.* will from thenceforth be intitled to the ſole future benefit of the ſaid trade, and the poſſeſſion of the ſaid meſſuage, in manner as before mentioned; that then in lieu of ſuch board, lodging, and other neceſſaries to be found and provided for the ſaid *S. P.* as aforeſaid, he the ſaid *C. B.* ſhould pay to the ſaid *S. P.* the yearly ſum of one hundred pounds, clear of all taxes and deductions whatſoever, during the joint lives of the ſaid *C. B.* and *S. P.* and the widowhood of the ſaid *S. P.* in ſuch manner as herein after is mentioned: **Now this Indenture further witneſſeth,** That in purſuance and performance of the ſaid laſt recited agreement, and in conſideration of the ſaid copartnerſhip and intended marriage, **It is hereby mutually agreed and declared** by and between all and every the parties hereunto, and the true intent and meaning of them, and of theſe preſents is and are, **And** the ſaid *C. B.* for himſelf, his executors and adminiſtrators, and the ſaid *P. B.* for himſelf, his executors and adminiſtrators, for and on behalf of the ſaid *C. B.* his executors and adminiſtrators, do hereby reſpectively covenant, promiſe and agree to and with the ſaid *A. V.* his executors, *&c.* in manner as follows; (that is to ſay) **That** it ſhall and may be lawful to and for the ſaid *S. P.* from and after the ſaid 1ſt day of January now next enſuing, during the continuance of the ſaid intended copartnerſhip between the ſaid *A. V.* and him the ſaid *C. B.* and the widowhood of her the ſaid *S.* to live and reſide in the ſaid now dwelling-houſe of him the ſaid *A. V.* and that ſhe the ſaid *S. P.* (if ſhe think fit) ſhall have her board, lodging, waſhing, and all other neceſſaries, except as is before excepted, found and provided for her the ſaid *S. P.* with the families of the ſaid *A. V.* and *C. B.* in as large and ample manner, as ſhe the ſaid *S. P.* hath had, received and enjoyed the ſame in the preſent family of him the ſaid *A. V.* without and excluſive of her the ſaid *S. P.* paying or allowing any monies, or other things whatſoever, unto the ſaid *A. V.* and *C. B.* or either of them, or their or either of their executors or adminiſtrators, for or in reſpect of the ſame; **And further,** that in caſe the ſaid *A. V.* ſhall happen to depart this life before the end of the ſaid term of copartnerſhip, and that he the ſaid *C. B.* ſhall him ſurvive, and ſhall have an aſſignment made to him of the ſaid indenture of leaſe and meſſuage or tenement and premiſes thereby demiſed, and alſo have all the then future benefit and advantage of carrying on the ſaid trade, in manner and according to the above mentioned covenant contained for that purpoſe; that then and in ſuch caſe he the ſaid *C. B.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *S. P.* or her aſſigns, (if ſhe ſhall be then a widow) during the joint lives of them the ſaid *C. B.* and the widowhood of the ſaid *S. P.* one annuity or yearly ſum of one hundred pounds, of, *&c.* free and clear of and from all manner of taxes, charges and deductions whatſoever, the ſame to be paid on the four moſt uſual feaſts or quarter days following, *viz. &c.* by four even and equal portions; the firſt of which quarterly payments to begin and be made on ſuch of the ſaid quarter days as ſhall next happen after the death of the ſaid *A. V.* **Provided nevertheleſs,** That if the ſaid *S. P.* ſhall think fit to be married, either before or after the ſaid annuity, herein before covenanted to be paid to her by the ſaid *C. B.* upon the contingency and in manner as aforeſaid ſhall become payable, then and in ſuch caſe every matter, clauſe and thing in theſe preſents contained ſhall be utterly void and of none effect; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And whereas** the ſaid *A. V.* now is, and for divers years hath been a freeman of the city of London, and his perſonal eſtate (in caſe of his death) will be ſubject to the ancient cuſtom of the ſaid city, relating to the orphans or children ſuch freemen happen to leave behind them at the time of their deceaſe: **And whereas** there are three ſiſters of the ſaid *M. V.* now living, namely, *J.* married to *E. E.* Gentleman, *E.* married to *G. A.* (whoſe huſbands are ſtill living) and the ſaid *S. P.* widow of *W. P.* her late huſband, deceaſed: **And whereas** the ſaid *J. E.* and *S.* each of them, upon their reſpective marriages with their ſaid huſbands, had and received of and from their ſaid father, the ſum or value of one thouſand pounds of lawful money of this kingdom, out of his perſonal eſtate, as and for their reſpective portions, and towards their advancement in the world: **And whereas** the admittance of the ſaid *C. B.* (the now intended huſband of the ſaid *M.*) by the ſaid *A. V.* to be a partner with him in the ſaid trade of a ——— upon the ſeveral terms, and in the manner in theſe preſents expreſſed, and the agreement for the aſſignment of the ſaid leaſe of the ſaid meſſuage or dwelling-houſe of the ſaid *A. V.* to the ſaid *C. B.* to be made as aforeſaid upon the contingency for the purpoſes aforeſaid, and other the benefits and advantages likely to accrue to the ſaid *C. B.* and to the ſaid *M.* and to their family, by theſe preſents, (in caſe the ſaid marriage ſhall take effect) have by all the ſaid parties to theſe preſents been valued at the ſum of one thouſand pounds of like lawful money and upwards: **And whereas** it is hereby, and by all the ſaid parties hereto, agreed and declared, that the ſame ſhall be accepted and taken by the ſaid *M. V.* and her ſaid intended huſband, (in caſe the ſaid marriage ſhould take effect) for and at the ſaid ſum of one thouſand pounds, ſo as to make ſuch the advancement of her the ſaid *M.* equal to the advancement of her other ſiſters before named, according to the ſaid recited ancient cuſtom of the city of London: **Now this Indenture further witneſſeth,** That the ſaid *M. V.* being of the age of twenty-one years, in purſuance and performance of her part of the ſaid laſt recited agreement, by and with the privity and conſent of the ſaid *P. B.* and *C. B.* her ſaid intended huſband, (teſtified by their being parties to theſe preſents, and their ſealing and executing the ſame,) **Doth** hereby acknowledge and declare the admittance of him the ſaid *C. B.* by the ſaid *A. V.* to be a partner with him in the ſaid trade of a Cardmaker, upon the terms and in the manner in theſe preſents expreſſed, and the ſaid agreement for the aſſignment of the ſaid dwelling-houſe of the ſaid *A. V.* to the ſaid *C. B.* to be made as aforeſaid, upon the contingency and for the purpoſes aforeſaid, and other the benefits and advantages likely to accrue to him the ſaid *C. B.* and her the ſaid *M.* and their family by theſe preſents (in caſe the ſaid marriage ſhall take effect,) to be taken and accepted by her the ſaid *M.* for and at the ſum of one thouſand pounds of lawful money aforeſaid; and ſhe the ſaid *M.* doth hereby accordingly (by and with the like privity and conſent) accept and take the ſaid premiſes, as and for the ſaid ſum of one thouſand pounds, for and towards her advancement in the world, according to the ſaid recited cuſtom of the city of London, and within the meaning of the ſame cuſtom, to all intents and purpoſes whatſoever; any thing, *&c.* **And this Indenture further witneſſeth,** and the ſaid *P. B.* in conſideration of the ſaid intended marriage,

marriage, by and between the ſaid *C. B.* his ſon, and the ſaid *M. V.* and other the conſiderations in theſe preſents expreſſed, for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *A. V.* his executors, *&c.* by theſe preſents, that he the ſaid *C. B.* ſhall and will, within fourteen days next after the ſaid *C. B.* ſhall attain his age of twenty-one years, duly execute both parts of this preſent indenture; and alſo ſhall and will at any time then after, make and do any other, further and lawful act or thing, for the more effectual eſtabliſhing, allowing, ratifying and confirming of all and every the articles, clauſes, covenants, conditions and agreements herein before mentioned and contained on the part and behalf of the ſaid *C. B.* his executors and adminiſtrators, to be paid, done and performed, as by the ſaid *A. V.* his executors or adminiſtrators, or his or their counſel learned in the law, ſhall in that behalf be reaſonably adviſed and required, *&c.* In Witneſs, &c.

*Articles of Copartnerſhip between four Parties, reſpecting Affairs, Domeſtic and Foreign.*

THIS Indenture of four parts, made the, *&c.* Between *R C.* of, *&c.* of the firſt part, *C. R.* of the ſecond part, *J. F.* of the third part, and *F. J.* of the fourth part, Witneſſeth, That the ſaid parties for the affiance, truſt and confidence which each of them hath and doth repoſe in the other, have concluded and agreed to become copartners and joint traders together, in ſuch trades and merchandizing, as well within the kingdom of England as alſo in Holland, and elſewhere in parts beyond ſea, where the ſaid parties ſhall think fit to trade and merchandize for their moſt benefit, advantage and profit; and that for and during the ſpace of five years, to be computed from the day of the date hereof, from thence next enſuing, and fully to be complete and ended, there ſhall be ſuch joint trade; And to that end and purpoſe, the ſaid parties have added and put together a joint ſtock, to be employed in and about the ſaid joint trade; that is to ſay, the ſum of ten thouſand pounds of lawful money of Great-Britain, *viz.* The ſaid *R. C.* for his part, two thouſand five hundred pounds, the ſaid *C. R.* for his part two thouſand five hundred pounds, the ſaid *J. F.* for his part, two thouſand five hundred pounds, and the ſaid *F. J.* two thouſand five hundred pounds more, being the remainder of the ſaid ten thouſand pounds: Which ſaid ſtock ſhall be occupied and employed together, upon an account of fourths, both in profit and loſs, the whole in four equal parts to be divided, whereof the ſaid *R. C.* his executors and adminiſtrators, is and are to have and bear for his and their parts, one fourth part thereof both in profit and loſs; the ſaid *C. R.* his executors and adminiſtrators, one fourth part thereof, for his and their part both in profit and loſs; and the ſaid *J. F.* his executors and adminiſtrators, another part thereof, both in profit and loſs; and the ſaid *F. J.* his executors or adminiſtrators, the other fourth part thereof, both in profit and loſs, for his and their parts, according to the true intent and meaning thereof; Which ſaid tranſaction, trade and buſineſs, for the conſideration hereafter named, is to be done and performed as follows; that is to ſay, The ſaid *J. F.* during the ſaid copartnerſhip, to have the ſole receiving, keeping and charge of all the caſh and money, and of all the cloths, bays and ſtuffs, and of all the bonds, bills and ſpecialties belonging to the joint accompt here in England; and of all goods and wares to be received from beyond the ſeas, for and upon the ſaid joint account; and alſo the charge of the writing, true keeping and cuſtody of the books to be kept here in England, touching the ſaid account and buſineſs in copartnerſhip, within the dwelling-houſe of the ſaid *J. F.* in London, for the time being, and the buying of the ſaid cloths, bays and ſtuffs, and the ſelling of all goods to be received from beyond the ſeas; and the receiving of money, and the ordering and diſpoſing of them; and the other joint buſineſs is to be equally acted and performed by the ſaid *J. F.* and *C. R.* And that the ſaid *F. J.* ſhall have the management and tranſaction of the affairs relating to the ſaid copartnerſhip and joint trade, which are to be managed, done and tranſacted in the parts beyond the ſeas: Whereupon it is concluded and agreed, by and between the ſaid parties to theſe preſents, and each and every of the ſaid parties, by and for himſelf, his executors and adminiſtrators, doth covenant and grant to and with each and every other of them, his executors and adminiſtrators, by theſe preſents, as hereafter in manner and form follows, Firſt, that the ſaid copartnerſhip ſhall continue without ceaſing, in form hereunder declared, from the day of the date hereof, until the full end and term of five years, from thence next enſuing, and fully to be complete and ended; And that every of the ſaid copartners in the ſeveral buſineſſes before mentioned, to be by them ſeverally done and performed, and all other matters and things touching the ſaid copartnerſhip, ſhall and will, from time to time, during the ſaid five years, perform and do his and their beſt endeavour, care and diligence, for the moſt and beſt profit, commodity and advantage of them the ſaid copartners, and that each and every of them the ſaid copartners ſhall be faithful, juſt and true unto the other of them therein; And that all gains and increaſes, happening or coming of, or by the ſaid joint trade and copartnerſhip, ſhall be indifferently and equally parted and ſhared, by and between the ſaid parties, their executors and adminiſtrators, as is before preſcribed and ſet down; and that all debts, charges and loſſes likewiſe ariſing, happening and growing to be paid and borne, for or by reaſon of the ſaid joint trade and copartnerſhip, ſhall be in like manner paid, borne and ſuſtained by and between the ſaid parties, their executors and adminiſtrators, in four equal parts, as is before mentioned, and according to the true intent and meaning of theſe preſents; And that every of the ſaid parties ſhall from time to time hereafter perform, and do his and their beſt endeavour, diligence and travel, as need or occaſion ſhall require, to recover and obtain ſuch debts, duties, and ſum or ſums of money, as by reaſon or means of the ſaid trade or copartnerſhip ſhall be due or owing unto them, from any perſon or perſons, ſo ſpeedily as may be from time of time; and ſhall not at any time hereafter, without conſent of the reſt, do or procure, or cauſe to be done and procured, any act, device or thing, to prejudice, hinder or retard the recovery, obtaining or getting in of the ſaid debts, or any of them; And if it ſhall happen that the ſaid parties or any of them, ſhall truſt or deliver out upon credit or confidence, any of the goods, wares, money or merchandizes belonging to the ſaid joint account, to any perſon or perſons, whom any other of the ſaid partners ſhall pray, warn or admoniſh not to truſt, that then and ſo often ſuch of them the ſaid partners which ſhall ſo truſt and deliver out upon credit, any of the ſaid goods, wares, money or merchandizes to any ſuch perſon and perſons, ſhall and will within three months next enſuing, anſwer and ſatisfy unto the ſaid joint ſtock, ſo much lawful money of Great Britain, as the goods, wares, money or merchandizes ſo to be truſted or delivered out as aforeſaid, ſhall amount unto, (in caſe in the mean time full ſatisfaction ſhall not be made for the ſame, by the perſon or perſons which ſhall be truſted as aforeſaid:) and that in ſuch caſe

caſe, ſuch of the ſaid parties ſo making ſatisfaction therefore, ſhall and may have and enjoy the ſole benefit of the ſaid goods, wares, money, or merchandizes or things ſo by him intruſted, and for which he ſhall have made ſatisfaction as aforeſaid: And that every of them the ſaid prrties, (if neceſſity require and conveniently it may be) in all his and their buying and ſelling, dealings and doings, touching and concerning the joint trade, ſhall deſire and take the advice and direction of the reſt of the ſaid parties, or ſome or one of them; And that all ſuch detriments and loſſes, as ſhall without fraudulent practice of any of them the ſaid copartners, happen to come to the ſaid partable account, by the falſhood, abſence or negligence of any ſervant or ſervants, apprentice or apprentices, or others, which ſhall ſerve or dwell with any of the ſaid parties, ſhall be borne and anſwered by the maſter of ſuch ſervant or ſervants, by whom the ſame ſhall be done or committed; And further, that none of them the ſaid parties ſhall or will, at any time or times hereafter, charge the account of the ſaid copartnerſhip, with any other or more debts, than only ſuch as ſhall be pertinent to the ſame, and with ſuch charge only as ſhall be neceſſarily and juſtly diſburſed for and about ſuch goods, wares, commodities and merchandizes, as ſhall be occupied and employed in or about the ſaid joint trade or copartnerſhip, and for and about the getting in, recovery and obtaining of ſuch debts, as ſhould be due and owing unto them by reaſon thereof; nor at any time hereafter during the ſaid ſpace or time of five years, ſhall withdraw or take from the ſaid joint ſtock and account, any ſum or ſums of money or other things, other than ſuch as ſhall be diſburſed for the recovery and getting in of ſuch debts, as are incident to the ſame, as is before expreſſed and mentioned, and that without fraud or covin: Saving that it ſhall and may be lawful to and for every of them the ſaid parties yearly, during the ſaid copartnerſhip, to have and take out of the ſaid ſtock belonging to their joint trade and copartnerſhip, for every of their particular and private expences and occaſions as follows; (that is to ſay) to the ſaid *R. C.* the ſum of one hundred pounds, of lawful money of Great Britain; to the ſaid *C. R.* the like ſum of one hundred pounds; to the ſaid *J. F.* the like ſum of one hundred pounds; and to the ſaid *F. J.* the like ſum of one hundred pounds, of like lawful money of Great Britain; and ſaving alſo that it ſhall and may be lawful to and for the ſaid *J. F.* during the ſaid copartnerſhip, in reſpect of his houſe rent, wherein it is agreed one part of the buſineſs of the ſaid copartnerſhip ſhall be acted and performed here in England, and for the extraordinary pains of him and his ſervants, to be taken and performed in and about the ſaid joint trade, and for his expences upon, and entertainments of clothiers yearly, to charge upon the ſaid partable account, and to be allowed yearly out of the ſame the ſum of eighty pounds of lawful money of Great-Britain, over and beſides the ſaid one hundred pounds a year allowed unto him as aforeſaid; Saving alſo for the ſaid *C. R.* in reſpect of the extraordinay pains of him and his ſervants to be taken in and about the ſaid joint trade and his expences upon and entertainment of clothiers, as aforeſaid, and for his houſe rent, wherein it is agreed alſo, that one part of the joint buſineſs aforeſaid ſhall be acted and performed, to charge it to the ſaid partable account, and be allowed upon the ſame, the like ſum of eighty pounds yearly, of the like lawful money of Great-Britain, during the ſaid copartnerſhip, over and beſides the ſaid one hundred pounds yearly to him allowed as aforeſaid: And ſaving that it ſhall and may be lawful to and for the ſaid *F. J.* in reſpect of his extraordinary pains to be taken in and about the ſaid joint buſineſs, and for his dwelling in the parts beyond the ſea, where it is agreed he ſhall be employed in and about the ſaid joint trade and buſineſs, during the ſaid copartnerſhip, there to charge the ſaid partable account, and to be allowed the ſame here in England, the ſum of fifty pounds yearly, of like lawful money of Great Britain, during the ſaid copartnerſhip, over and above the ſaid one hundred pounds a year to him allowed as aforeſaid; Alſo the wages and allowance to or for any ſervant or ſervants to be ſent over, or to or for any apprentice or apprentices, where any ſhall be ſent over and employed in the ſaid buſineſs, into the parts beyond ſea, (an equal number of apprentices of each of them the ſaid *R. C. C. R.* and *J. F.* and *F. J.* being employed in the ſaid joint buſineſs;) And alſo the charge of any warehouſe or warehouſes, to be taken or uſed beyond the ſeas for the ſaid joint-buſineſs; and the wages and allowance of one ſervant agreed to be hired by the ſaid *J. F.* and *C. R.* for the managing and writing of the books of account, to be kept here in England, concerning the ſaid joint trade and buſineſs, is hereby agreed by and between the ſaid parties to theſe preſents to be paid and allowed out of the joint-ſtock of this copartnerſhip; And the ſaid *F. J.* for himſelf, his executors and adminiſtrators, and every of them, doth covenant and grant to and with the ſaid *R. C. C. R.* and *J. F.* and every of them, their and every of their executors and adminiſtrators, by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *F. J.* ſhall not nor will, at any time or times during this copartnerſhip, leave, transfer or commit the buſineſs, trade or employment, of, or concerning the ſaid joint trade or copartnerſhip, in any place or places beyond the ſeas, where he ſhall have full charge and diſpoſing, nor any bills or ſpecialties concerning the ſame, to any perſon or perſons whatſoever, other than ſuch as ſhall be thought fit by the ſaid *R. C. C. R.* and *J. F.* or the ſurvivors or ſurvivor of them, and their ſpecial conſent and agreement in writing under their hands in that behalf firſt had and obtained; And further, that he the ſaid *F. J.* ſhall from time to time hereafter, during the ſaid copartnerſhip, keep or cauſe to be kept in ſuch place or places beyond the ſeas, where he ſhall continue to be employed, juſt and true book and books of account and reckonings of all and every his dealings, doings, buyings and ſellings, and employments touching and concerning the premiſes, in ſuch ample manner and form in every reſpect, as merchants of the ſame trade commonly uſe to do, And ſhall not only ſend and conſign weekly, (if it conveniently may be) unto the ſaid *J. F.* and *C. R.* true copies of his weekly journal, and particulars of all cloths and wares received and ſold, goods ſent, and money paid and ſent by exchange, and other his dealings whatſoever, touching the ſaid joint account, but alſo at the end of every ſix months next enſuing each other, to be reckoned and accounted from the day of the date of theſe preſents, during the ſaid copartnerſhip, conſign and ſend over unto them the ſaid *J. F.* and *C. R.* a true, plain, perfect and general account in writing, under his hand, of all his receipts, payments, buyings, ſellings, dealings, doings and employments whatſoever by him paſſed or done, touching or concerning the ſaid joint account and copartnerſhip, particularizing therein all expences, and all cloths, wares and other things then remaining in his hands; And ſhall and will, during the continuance of this joint trade, at his own coſts and charges, (for the conſideration aforeſaid) pay for diet, lodging and entertainments in the parts beyond ſea: And further, that it ſhall and may be lawful to and for the ſaid *R. C. C. R.* and *J. F.* or any of them, or any of their executors, adminiſtrators, ſervants and aſſigns, at his and their will and pleaſure, to have liberty, ingreſs, egreſs and regreſs, into, out of, and from the counting-houſe, ſtore-houſe or room of the ſaid *F. J.* for the time being, in the parts beyond the

ſeas

ſeas, and ſhall and may freely, as occaſion ſhall require, as well view and peruſe the ſaid books of account and all bonds, bills and ſpecialties whatſoever, as alſo all wares, goods and merchandizes, and other things whatſoever in the parts beyond ſea, relating to the ſaid joint trade, in the hands, cuſtody or poſſeſſion of the ſaid *F. J.* **And moreover,** That he the ſaid *F. J.* ſhall and will with all convenient ſpeed, from time to time hereafter during the ſaid joint trade, conſign, remit, and ſend over to the ſaid *R. C. C. R.* and *J. F.* from the ſaid parts beyond the ſeas, in money by exchange, or in wares and merchandizes, the proceeds of all wares, cloths and other things that ſhall be by him received, and in his diſpoſing, touching and belonging to the ſaid joint account: **And further,** That he the ſaid *F. J.* ſhall and will, from time to time hereafter during the ſaid copartnerſhip, endeavour what he may, the taking up ſuch money in the parts beyond the ſeas, for the ſaid joint account, as ſhall be needful; and otherwiſe advance and benefit the ſame what he may. **And alſo it is agreed** by and between all the ſaid parties, That if the ſaid *F. J.* ſhall at any time or times hereafter take up or borrow, at intereſt or otherwiſe, any ſum or ſums of money for the ſaid joint account, that then the ſaid *R. C. C. R.* and *J. F.* and every of them, their and every of their executors, and adminiſtrators, ſhall by theſe preſent be liable to the payment of the ſaid ſum and ſums of money, and every of them, as fully in every reſpect as the ſaid *F. J.* his executors, adminiſtrators or aſſigns; and alſo if in caſe the ſaid *R. C. C. R.* and *J. F.* or any of them, ſhall at any time or times hereafter take up or borrow at intereſt, or otherwiſe, any ſum or ſums of money, for the ſaid joint account, that then the ſaid *F. J.* his executors and adminiſtrators, ſhall be by theſe preſents liable and engaged, together with the ſaid *R. C. C. R.* and *J. F.* for the repayment of the ſaid ſum and ſums of money, and every of them, as fully in every reſpect as the ſaid *R. C. C. R.* and *J. F.* or any of them, their or any of their executors or adminiſtrators; **And the ſaid** *J. F.* for himſelf, his executors and adminiſtrators, and every of them doth covenant and grant to and with the ſaid *R. C. C. R.* and *F. J.* and every of them, their and every of their executors and adminiſtrators, by theſe preſents, in manner and form following; (that is to ſay) That he the ſaid *J. F.* ſhall and will from time to time, and at all times hereafter, during the copartnerſhip, manage and keep, or cauſe to be managed and kept by ſuch ſervant or book-keeper to be hired or entertained as aforeſaid, juſt and true book and books of account and reckoning, journal and ledger of all and every the receipts, dealings, payments, buyings, ſellings and employments of the ſaid *J. F.* and the ſaid *C. R.* concerning the premiſes here in England, in ſuch ample manner and ſort in every reſpect, as other merchants of the ſame trade commonly uſe to do; and at the end of every ſix months, that is to ſay, on the laſt day of June, and the laſt day of December, yearly, during the ſaid copartnerſhip, perfect the ſaid books, and give to each of the partners a true balance thereof. **And further,** that it ſhall and may be lawful to and for the ſaid *R. C. C. R.* and *F. J.* and every of them, their and every of their executors, adminiſtrators, ſervants and aſſigns, at convenient times, at their and every of their free will and pleaſure, to have free liberty of ingreſs, egreſs and regreſs, into, out of, and from the dwelling-houſe of the ſaid *J. F.* and his counting-houſe and warehouſe there, and ſhall and lawfully may, as occaſion ſhall require, view and peruſe all books, accounts, and all bonds, bills, writings and ſpecialties, goods, wares and things whatſoever, there in the hands, cuſtody and charge of the ſaid *J. F.* touching the ſaid joint account. **And the ſaid** *C. R.* for himſelf, his executors and adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *R. C. J. F.* and *F. J.* and every of them, their and every of their executors, adminiſtrators, ſervants and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) **That** he the ſaid *C. R.* ſhall and will, during the ſaid copartnerſhip, keep or cauſe to be kept true accounts in writing, of all his receipts, payments, buyings, ſellings, dealings and doings touching and concerning the ſaid joint account; and ſhall from time to time produce and ſhew forth the ſame unto the ſaid *J. F.* and his ſervants, and the ſaid ſervant to be hired, as aforeſaid, whereby the ſaid *J. F.* or the ſaid ſervant, or one of them, may be enabled to keep the ſaid books and accounts, journal and ledger, of all buſineſs whatſoever touching the ſaid joint trade or account there in England, within the ſaid dwelling-houſe of the ſaid *J. F.* aforeſaid; **And alſo** that it ſhall and may be lawful to and for the ſaid *R. C. J. F.* and *F. J.* and every of them, their and every of their executors, adminiſtrators and aſſigns, at their and every of their free will and pleaſure, at convenient times, to have free liberty of ingreſs, egreſs and regreſs, into and out of the dwelling-houſe, counting-houſe and warehouſe of the ſaid *C. R.* for the time being; and ſhall and may freely, as occaſion may require, view and peruſe all books of account, and all goods, wares, merchandizes, aud all other things appertaining to the ſaid joint trade, in his cuſtody and charge; **And the ſaid** *R. C. C. R.* and *J. F.* do covenant and grant each of them for himſelf, his executors and adminiſtrators, to and with the other of them, his executors and adminiſtrators, and every of them by theſe preſents, That they the ſaid *R. C. C. R.* and *J. F.* ſhall and will reſpectively, during the ſaid joint trade, for the conſideration aforeſaid, bear and defray their own private and particular charges and expences, both for themſelves, ſervants and families; **And** that the ſaid *J. F.* and *C. R.* ſhall and will make, or cauſe to be made, all bonds, bills and ſpecialties, and contracts whatſoever by them reſpectively to be taken and made concerning the ſaid joint account here in England, in the joint names of them the ſaid *C. R.* and *J. F.* for the uſe of them the ſaid *C. R.* and *J. F.* and of the ſaid *R. C.* and *J. F.* **And that** the ſaid *R. C.* and *F. J.* their executors and adminiſtrators, ſhall by force of theſe preſents be jointly intereſted and engaged for and concerning the ſame; **And further,** it is covenanted, granted, concluded, condeſcended and agreed by and between all the ſaid parties to theſe preſents, and each of them by and for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the other of them, his executors and adminiſtrators, in manner and form following, (that is to ſay,) **That** if any or either of them the ſaid *R. C. C. R. J. F.* and *F. J.* ſhall at any time or times hereafter, during the ſaid copartnerſhip lend unto the ſaid joint account any ſum or ſums of money (over and above their preſent ſtock put in as aforeſaid) into ſtock to be uſed and employed, and for the uſe of the ſaid copartnerſhip and joint trade, during the continuance thereof, or for ſo long time thereof as he or they ſo lending the ſame, or his or their reſpective executors or adminiſtrators ſhall think good, that then it ſhall and may be lawful to and for ſuch of them the ſaid copartners, their executors or adminiſtrators, upon three months warning, to have, receive and take forth out of the ſaid joint account, ſtock and gains in ready money, ſuch principal ſums of money, by them the ſaid copartners reſpectively lent to the ſaid joint account, or ſuch part thereof as he or they lending the ſame think fit; **And alſo** that it ſhall and may lawful to and for the ſaid *R. C. C. R. J. F.* and *F. J.* or any of them reſpectively lending any ſum or ſums of money as aforeſaid, for and during ſo long time as the ſaid ſum or ſums of money, or any part thereof, ſhall remain and continue in the account of this copartnerſhip, to take out of the ſaid account, ſtock and gains of this copartnerſhip, and be allowed the

ſame according to the rate of five pounds *per cent.* yearly, for the intereſt and uſe of every hundred pounds to be lent as aforeſaid, and after the ſame rate for a longer or ſhorter time, or leſs or greater ſums of money, the ſame to be taken half yearly, without any let or hindrance whatſoever; **And further,** That none of them the ſaid copartners ſhall at any time hereafter, during this copartnerſhip, without the ſpecial licence and agreement of the others firſt had and obtained in writing, enter into bond or become bail or ſurety to or for any perſon or perſons whatſoever, for any matter, cauſe or thing whatſoever, not being for the proper uſe, and on account of this copartnerſhip, in above the ſum of one hundred pounds; nor that any of them the ſaid copartners, ſhall at any time or times hereafter, during the ſaid term, covertly or apparently, directly or indirectly uſe any kind of merchandize or trade whatſoever, with any perſon or perſons whatſoever, the gains whereof ſhall not or may not redound to the ſaid copartners, their executors or adminiſtrators, or the ſurvivor or ſurvivors of them, in caſe any of them ſhall happen to deceaſe before the expiration of the ſame term of five years, rateably and proportionably, according to the true intent and meaning of theſe preſents; **And further,** That none of the ſaid parties ſhall or will at any time or times, during the ſaid copartnerſhip, conſign or ſend over any goods, wares or merchandizes whatſoever, beyond ſea, belonging to the ſaid joint account, to any place or places there whatſoever, other than what the greater number of the ſaid copartners ſhall conclude or agree upon; **And** that all differences ariſing in, about or concerning the ſaid joint trade and the managing thereof, ſhall be decided and concluded by the direction and will of the major part of them the ſaid copartners; **And the ſaid** *R. C.* for himſelf, his executors and adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *C. R. J. F.* and *F. J.* and every of them, their and every of their executors and adminiſtrators, by theſe preſents, in manner and form following, (that is to ſay) That he the ſaid *R. C.* ſhall and will from time to time, on requeſt during this copartnerſhip, be aiding and aſſiſting what he may unto the ſaid *C. R.* and *J. F.* in and for the taking, borrowing and advancing of any ſum and ſums of money for the ſaid joint account, by bond or otherwiſe: **And alſo,** That he the ſaid *R. C.* in conſideration that the ſaid joint buſineſs is to be wholly acted and performed here in England by the ſaid *C. R.* and *J. F.* and by the ſaid *F. J.* beyond ſea, and by ſuch other perſon or perſons, as for the time being ſhall be hired and employed by the ſaid copartners in the ſaid parts beyond the ſeas, where none of the ſaid copartners, except the ſaid *F. J.* is to reſide, ſhall and will, out of his own proper, private and particular eſtate, and not out of the ſaid account, over and above the payments and allowances by him to be paid and allowed, as aforeſaid, well and truly pay and allow yearly, during the ſaid copartnerſhip, unto the ſaid joint account, the ſum of, *&c.* of lawful money of Great Britain, to be paid altogether at the end of this copartnerſhip, or at the deceaſe of the ſaid *R. C.* in caſe he ſhall happen to deceaſe before the end thereof: **Provided always, and it is further covenanted, granted, concluded and agreed** by and between the ſaid parties to theſe preſents, and every of them, by and for himſelf, his executors and adminiſtrators, covenanteth and granteth to and with each of the others, his executors and adminiſtrators, by theſe preſents, ſeverally and reſpectively, that in caſe any of the ſaid copartners ſhall happen to deceaſe before the expiration of the ſaid term of five years, and within three months next after the account ſhall be agreed upon and balanced between the ſaid copartners or ſurvivors of them; **That** then the ſurvivor or ſurvivors of them the ſaid parties, in full of the part and proportion of him or them ſo dying, in the ſaid ſtock of ten thouſand pounds, and the gains, benefit and increaſe thereby then gotten and ariſen (money lent to the joint account excepted) ſhall and will only be liable to pay, and ſhall and will pay to the executors or adminiſtrators of the party ſo deceaſing, within the ſaid term of five years, and within three months after balance of the ſaid account (the ſaid executors or adminiſtrators firſt making good to the ſaid joint account the charge of him ſo deceaſed) ſo much lawful money of Great Britain, as by the ſaid laſt balance of account (then before made up and agreed upon between the ſaid copartners) ſhall be due and coming to ſuch of them the ſaid copartners reſpectively dying, as aforeſaid, within ſix months after ſuch deceaſe (the ſaid executors or adminiſtrators reſpectively thereout allowing and abating to the ſurviving copartners, for and towards the loſſes that may happen to the ſaid ſurviving copartners by deſperate and bad debts due to the ſaid joint account, ſo many times thirty pounds of lawful money of Great Britain, as half years or ſix months of the aforeſaid term of five years ſhall remain unexpired at the time of ſuch deceaſe;) **And further,** That in caſe any of the ſaid copartners ſhall die before the end or expiration of the ſaid term of five years, and full three months after balance of accounts, as aforeſaid, that then the part of him or them ſo dying ſhall run on upon account, and be employed by the ſurviving copartners in the ſaid joint trade, until the next enſuing time agreed by theſe preſents for the balancing the ſaid account. **And** that the ſurviving copartners, in the full of the portion, part and ſhare of him or them ſo dying, of, in and to the ſaid joint ſtock of ten thouſand pounds, and the benefit and increaſe thereby then gotten and ariſen, (money lent to the ſaid joint account excepted) ſhall and will only be liable to pay, and ſhall pay upon ſuch deceaſe within ſix months after the account balanced and made up, unto the executors or adminiſtrators of ſuch of them the ſaid copartners, dying within the ſaid term of five years and full three months after balance of account (the ſame executors or adminiſtrators firſt making good to the ſaid joint account the charge of him or them reſpectively deceaſed) ſo much lawful money of Great Britain, as by the ſaid next balance of account, to be made up by the ſurvivors of them the ſaid copartners, ſhall juſtly and truly appear to be due and coming to ſuch of them the ſaid copartners ſo deceaſing, as fully as if the parties were living; and the ſaid executors and adminiſtrators reſpectively thereout allowing unto the ſaid ſurviving copartners, for and towards the loſſes that may happen to the ſaid ſurviving copartners by deſperate and bad debts due to the ſaid joint account, ſo many times thirty pounds of lawful money of Great Britain, as half years or ſix months of the ſaid term of five years, ſhall remain unexpired at the time of ſuch deceaſe. **And alſo,** that ſuch of them the ſaid copartners as ſhall ſurvive, ſhall and will ſave and keep harmleſs and indemnified the executors or adminiſtrators of ſuch of the ſaid parties as ſhall ſo deceaſe, of and from all bonds, bills, debts and engagements, wherein and for which the party ſo deceaſing, at the time of his deceaſe ſtood bound or engaged by virtue of this copartnerſhip. **And it is further covenanted, concluded and agreed,** by and between all the ſaid parties to theſe preſents, and each and every of them, by and for himſelf, his executors and adminiſtrators, covenanteth and agreeth, to and with the other of them, his executors and adminiſtrators reſpectively, by theſe preſents, in manner and form following, (that is to ſay) that if any one of them the ſaid parties ſhall deceaſe, as aforeſaid, within the ſaid term of five years, (ſatisfaction for his ſtock, part and ſhare, being made as aforeſaid) that

then

then the remaining ſtock with all other the joint trade and account ſhall run on and continue during the reſidue of the ſaid term of five years, by and between the ſurvivors of them the ſaid copartners, and each of them, to have a rateable part and proportion of the ſame, and of all gain and loſs thereby ariſing: **And further**, That at the end and expiration of the ſaid copartnerſhip and term of five years, or within three months next enſuing, the ſaid copartners, being all living, or the ſurvivors, in caſe any of them ſhall be deceaſed, ſhall and will meet and come together, and adjuſt and make a true and perfect account, at or in the dwelling-houſe of the ſaid *J. F.* for the time being, or where for the time being the ſaid joint trade ſhall be chiefly uſed here in England, by and between all the ſaid parties, or the ſureties of them, as well for and concerning all their ſeveral dealings and charges for and about the ſaid joint trade and account of all ſuch money, wares, goods, merchandizes and debts, that then ſhall be due, owing or appertaining to the ſaid joint trade and account, and unto them the ſaid parties, by reaſon thereof, as of, for and concerning all and every the gains, loſſes, profits or charges, of or by the ſaid joint trade, ariſing, growing, happened or ſuſtained, in ſuch particular manner as, it may appear what the true ſtate of the ſame then ſhall be; **And** what proportion, and how much to every of them the ſaid parties ſhall be then due, belonging or appertaining; and ſhall and will alſo within the ſaid time or ſpace of three months next enſuing the expiration of this copartnerſhip, by equal lots or other dividends, divide all cloths, wares and merchandizes between them, then remaining unſold or undiſpoſed of: **And** that immediately, and with all convenient ſpeed then afterwards, all and every debts and ſums of money due by the ſaid joint account, or by them the ſaid parties, by reaſon thereof, ſhall be duly paid, ſatisfied and diſcharged, or otherwiſe equally ſecured by the bonds of them the ſaid copartners or ſurvivors of them, in caſe the ſaid debts cannot conveniently be paid within the time aforeſaid. **And as for and concerning** the remainder of the ſaid ſtock of ten thouſand pounds, and all gains, profits and advantage by the ſtock accruing, whether the ſame ſhall conſiſt in debts or ready money, or both, (the money lent and added to the ſaid ſtock by any of the ſaid copartners, with the intereſt thereof then due, being firſt paid and ſatisfied) the ſaid remaining money or debts being divided into equal parts and portions, according to the number of the ſaid copartners then living, the ſame ſhall by lots caſt, or ſome other way as they ſhall agree upon, be diſtributed to the ſaid copartners, or to ſuch of them as ſhall be then living, whereby each may have an equal part or ſhare of the ſaid ſtock, and of all gain and profit thereby obtained: **And alſo**, that every of the ſaid parties, his executors and adminiſtrators, for the better recovery of ſuch debts and ſums of money, as at the end and determination of the ſaid term of five years ſhall be due and owing, by reaſon or means of the ſaid copartnerſhip, and as ſhall happen or fortune to be allotted and divided for and towards the parts and portions of each of them, ſhall and will at any time upon reaſonable requeſt, and at the coſts and charges of ſuch of them to whom ſuch debts ſhall be allotted as aforeſaid, make or cauſe to be made unto him or them ſuch ſufficient letter and letters of attorney, for and touching the recovery and receipt of the ſaid debt or debts, and every part thereof, to and for the only uſe and behoof of him or them, to whom the ſame ſhall be ſo allotted and divided as aforeſaid, as ſhall by the ſaid parties to whom ſuch debts are allotted, or their executors or adminiſtrators, or their counſel learned in the law, be reaſonably deviſed, adviſed or required. **And** it is expreſsly agreed and granted by and between all the ſaid parties to theſe preſents, and each of them, by and for himſelf, his executors and adminiſtrators, doth covenant and grant to and with each and every of the other of them; his executors and adminiſtrators by theſe preſents, in manner and form following, (that is to ſay) That no right of ſurvivorſhip ſhall take place or effect, or be put in uſe, in or for any matter or thing, touching or concerning this joint trade, againſt any of them, or any of their executors or adminiſtrators, but that it ſhall and may be lawful to and for any of the ſaid parties to give, deviſe and bequeath in and by his laſt will and teſtament, all his ſaid part, portion and ſhare, of and in the ſaid ſtock and gains according to ſuch dividend as is aforeſaid, and the true intent and meaning of theſe preſents: **And moreover**, That if any ambiguity, doubt, queſtion or controverſy at any time hereafter ſhall happen, ariſe or grow between the ſaid parties, his or their executors or adminiſtrators, or any of them, for, touching or concerning the ſaid copartnerſhip, or any matter or thing in theſe preſents contained, or otherwiſe howſoever touching the ſame, then and ſo often each and every of the ſaid parties, his executors and adminiſtrators, for his and their parts, upon requeſt to each of them, his and their executors or adminiſtrators, to be made by the party or parties grieved, ſhall and will from time to time commit the hearing and deciding of ſuch ambiguity, doubt, queſtion or controverſy, to ſuch indifferent men, being merchant-adventurers, as ſhall be named by the ſaid parties, (that is to ſay) each of them to name one, and ſhall and will ſtand to and abide ſuch order and determination therein, as by ſuch men ſhall be made and ſet down in writing under their hands and ſeals, within one month next after any ſuch doubt or controverſy ſo to them made known and referred. **And further**, it is concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning is, That none of the ſaid parties, nor the executors or adminiſtrators of any of them, ſhall at any time or times be charged or chargeable by virtue of theſe preſents, further than for his own proper offence or breach of covenant, and not for the offence or breach of covenant of any other of the ſaid parties, his executors or adminiſtrators, any thing before mentioned notwithſtanding. **And laſtly**, it is agreed, That none of them the ſaid parties, nor any of their executors or adminiſtrators, ſhall or will, at any time or times hereafter, make, do, commit or omit to do any act, deed or device whatſoever, with an intent to defeat or make void, in part or in all, the true intent and meaning of theſe preſents. **In Witneſs**, &c.

*(Wood:)*

*Articles*

*Articles of Copartnerſhip between three Perſons in the Trade of a Linen-Draper. One Party finds Board, &c. for the other Two, upon Terms agreed. One Party after a Time may take out Part of Stock, and another may add to his Part. Proviſion in Caſe any Party does not bring in a full Share.*

THIS Indenture Tripartite, made the 10th day of Auguſt, in the ninteenth year, *&c.* and in the year of our Lord 1779, Between *A. A.* Citizen and Mercer of London, of the firſt part, *B. B.* of London, Linen-Draper, of the ſecond part, and *C. C.* Citizen and Mercer of London, of the third part, Witneſſeth, That the ſaid parties to theſe preſents, for and in conſideration of the good opinion they have of each other, and for the improving of their eſtates, and for other good cauſes and conſiderations them thereunto moving, Have concluded and agreed together, And by theſe preſents Do ſeverally promiſe and agree to and with each other, to be and continue copartners and joint traders, and dealers in the trade, art and myſtery of a Linen-Draper, and the buying and ſelling of all goods, wares, merchandizes, and other things thereunto incident or belonging for the term and ſpace of ſeven years, to commence and be accounted from the 24th day of June, now laſt paſt, fully to be complete and ended, if all of them the ſaid parties to theſe preſents, or any two of them ſhall ſo long live, Subject to the terms, proviſoes and agreements herein after mentioned; The ſame joint trade to be managed and carrried on in ſuch part, and ſo much of the meſſuage or dwelling-houſe of him the ſaid *A. A.* called or known by the ſign of the Dove, ſituate in Eaſtcheap, London, as by the ſaid parties ſhall be thought fitting and requiſite for that purpoſe, or in ſuch other houſe, ſhop or warehouſe in or about London, as they the ſaid parties, or the ſurvivor of them, ſhall in that behalf mutually agree on. And for the better furniſhing and carrying on the ſaid joint trade the ſaid parties have agreed with each other, to bring into the ſame, and to make up between them in monies and wares the ſum or value of twenty thouſand pounds of lawful money of Great Britain, as and for their capital or joint ſtock, the ſame twenty thouſand pounds, capital ſtock to be brought in and made up by the ſaid parties for the firſt four years of the ſaid copartnerſhip in the proportions following, that is to ſay, ten thouſand pounds, part thereof, by the ſaid *A. A.* five thouſand pounds, other part thereof, by the ſaid *B. B.* and five thouſand pounds, reſidue thereof, by the ſaid *C. C.* And for the laſt three years of the ſame copartnerſhip, in the proportions following; that is to ſay, nine thouſand ſix hundred pounds, part of the ſaid twenty thouſand pounds, capital ſtock, by the ſaid *A. A.* five thouſand pounds, other part thereof, by the ſaid *B. B.* and five thouſand four hundred pounds, reſidue thereof, by the ſaid *C. C.* And thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between all the ſaid parties to theſe preſents, and each and every of them the ſaid *A. A. B. B.* and *C. C.* for himſelf, his heirs, executors and adminiſtrators, do and doth hereby covenant, promiſe and agree, to and with the others and other of them, his and their executors and adminiſtrators, in manner and form following; that is to ſay, That the ſaid capital ſtock of twenty thouſand pounds to be brought in and made up by the ſaid reſpective parties in the proportions and manner aforeſaid, and every part thereof, and all gains, profit and increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid joint trade, ſhall from time to time during the ſaid copartnerſhip, be continued, uſed and employed in the ſaid joint trade, and no part thereof be taken thereout, or be by any of the ſaid parties uſed, converted or employed in or for any other uſe, trade or purpoſe whatſoever (other than and except as is herein after in that behalf mentioned.) And that none of the ſaid parties ſhall with his or their own monies (not belonging to the ſaid joint ſtock) or upon credit given him or them by any perſon or perſons whatſoever, trade, barter or deal in any matter or thing in the way or trade of a Linen-Draper, or in any of the wares, merchandizes or commodities in which the ſaid parties ſhall mutually conſent and agree to trade or deal, ſave only upon the account, and for the advantage and benefit of the ſaid joint ſtock and trade. And that the ſaid joint ſtock and trade, and all buyings, ſellings, receipts, payments, debts, bills of parcels, ſpecialties and aſſurances which during the ſaid copartnerſhip ſhall be had, made or taken in or touching the ſaid joint trade, ſhall from time to time be managed, carried, entered, made and taken in the joint names of all the ſaid parties, or the ſurvivors of them, to and for the uſe, benefit and advantage of each and every of them the ſaid parties, in proportion to their ſeveral and reſpective intereſts and ſhares in the ſaid capital ſtock and joint trade. And that each and every of them the ſaid parties, his and their executors and adminiſtrators, ſhall at all times during this copartnerſhip, and at the end, expiration or other determination thereof, have and enjoy a ſeveral ſhare, right, title and intereſt of, in and to the ſaid joint ſtock, and all gains, increaſe and profit whatſoever ariſing therefrom, or to be made or gotten thereby, and of, in and to all monies, goods, wares and effects which from time to time ſhall be in or belonging to the ſaid joint ſtock and trade, according to their ſaid ſeveral and reſpective intereſts and ſhares in the ſame. And alſo ſhall and may accordingly, upon or after the end or diſſolution of this copartnerſhip by death or otherwiſe, receive and take his and their ſaid ſeveral part, ſhare or proportion, parts, ſhares or proportion of all and ſingular the premiſes to his and their own reſpective uſe and uſes, in manner herein after expreſſed, without any claim, benefit or advantage to be had, made or taken by ſurvivorſhip by any of the ſaid parties ſurviving the other or others of them, any thing herein, or any law, cuſtom or uſage to the contrary notwithſtanding. And that all debts and duties which are or ſhall be owing by the ſaid parties on account of their ſaid joint ſtock or trade, and all loſſes and damages which ſhall happen or come to the ſame, or the gains or proceed thereof, by bad debts, loſs, damage or decay of goods, ſuits at law or in equity, or other caſualties, and all ſervants wages, charges of books and letters, and treating of cuſtomers, and all other neceſſary charges and expences which ſhall be occaſioned, laid out or happen in or about the ſaid joint trade, ſhall at all times during this copartnerſhip be allowed, ſuſtained and borne by and out of the whole joint ſtock, and the profits and gains thereof, ſo as each of them the ſaid parties ſhall bear and pay his and their reſpective ſhare and ſhares thereof, in proportion to their ſeveral intereſts and ſhares in the ſaid joint ſtock. And further, That two full third parts of the annual or yearly rent of one hundred and fifty pounds (which he the ſaid *A. A.* yearly pays for his ſaid dwelling-houſe, and the ſhop or warehouſe where the ſaid joint trade is now carried on) and of all taxes, rates and pariſh duties payable, or to be paid during the ſaid copartnerſhip, for the ſaid houſe, ſhop and premiſes, and all charges for the neceſſary repairing or improving the ſame ſhop or warehouſe, or other rooms and conveniencies uſed in or about the ſaid joint trade, ſhall (in conſideration of the uſe which all the ſaid parties are to have of the ſame ſhop or warehouſe, rooms and conveniences for

Agreement for the partnerſhip, for a certain time, and at a certain place.

The proportions which each is to advance.

The ſtock and profits to be employed in the trade, except as after mentioned.

None of the partners to carry on the trade ſeparately.

The joint trade to be carried on in the names of all, &c.

Each to enjoy a ſeparate ſhare.

And on a diſſolution of partnerſhip to divide in proportion, without benefit of ſurvivorſhip.

Rent, &c. how to be paid.

for carrying on their ſaid joint ſtock trade therein) be borne, paid and defrayed by all the ſaid parties by and out of their ſaid joint ſtock and trade, in proportion to their ſeveral and reſpective ſhares and intereſts therein. And that all the counters, preſſes, ſhelves, deſks and other conveniencies in or about the ſaid ſhop or warehouſe, or uſed in carrying on the ſaid joint trade, and which have been purchaſed, furniſhed and provided by the ſaid *A. A.* ſhall be rated and eſtimated, and are hereby accordingly rated and eſtimated at the price or value of one hundred and eighty pounds, of lawful money of Great Britain, ſixty pounds, part whereof is to be paid or allowed by the ſaid *B. B.* to the ſaid *A. A.* and which he the ſaid *B. B.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to pay and allow to him the ſaid *A. A.* his executors or adminiſtrators accordingly, within the ſpace of three months next enſuing the date hereof, and thirty pounds (other part of which ſaid one hundred and eighty pounds) is to be paid or allowed by the ſaid *C. C.* to the ſaid *A. A.* and which he the ſaid *C. C.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to pay or allow to him the ſaid *A. A.* his executors or adminiſtrators accordingly, within the like ſpace of three months next enſuing the date hereof. And the ſaid *A. A.* doth hereby covenant and agree with the ſaid *B. B.* that he the ſaid *A. A.* ſhall and will find and provide for the ſaid *B. B.* during ſo long time of this preſent copartnerſhip, as he the ſaid *B. B.* ſhall think fit to lodge and board with him the ſaid *A. A.* ſufficient and convenient diet and lodging in his the ſaid *A. A.*'s dwelling-houſe, in conſideration whereof he the ſaid *B. B.* doth covenant and agree with the ſaid *A. A.* to pay and allow unto him the ſaid *A. A.* the yearly ſum of forty pounds, by equal quarterly payments, for ſo long time of this preſent copartnerſhip, as he the ſaid *B. B.* ſhall ſo lodge and board with the ſaid *A. A.* as aforeſaid. And the ſaid *A. A.* doth hereby covenant and agree with the ſaid *C. C.* that he the ſaid *A. A.* ſhall and will find and provide for the ſaid *C. C.* during ſo long time of this preſent copartnerſhip, as he the ſaid *C. C.* ſhall think fit to lodge and board with him the ſaid *A. A.* ſufficient and convenient diet and lodging in his the ſaid *A. A.*'s dwelling-houſe, in conſideration whereof he the ſaid *C. C.* doth covenant and agree with the ſaid *A. A.* to pay and allow unto him the ſaid *A. A.* the yearly ſum of forty pounds, by equal quarterly payments, for ſo long time of this preſent copartnerſhip as he the ſaid *C. C.* ſhall ſo lodge and board with the ſaid *A. A.* as aforeſaid. And it is hereby further agreed by and between all the ſaid parties to theſe preſents, and the ſaid *A. A.* doth hereby covenant and agree to and with the ſaid *B. B.* and *C. C.* that he the ſaid *A. A.* ſhall and will for ſo long time of this preſent copartnerſhip as he ſhall live, find and provide for all ſervants to be employed or retained by the ſaid partners in or about their ſaid ſhop or joint trade, ſuitable and convenient diet and lodging in or about his the ſaid *A. A.*'s dwelling-houſe; In conſideration whereof it is hereby covenanted and agreed by and between all the ſaid parties to theſe preſents, that he the ſaid *A. A.* ſhall be paid and allowed the yearly ſum of twenty pounds for each ſuch ſervant to be by him provided for as aforeſaid, the ſame to be paid and allowed him by four equal quarterly payments, by each and every of the ſaid partners, by and out of the ſaid joint ſtock, and the gains and produce thereof, in proportion to their ſeveral and reſpective ſhares and intereſt therein, and ſo proportionably for any longer or ſhorter time than a year, for which he the ſaid *A. A.* ſhall ſo provide for any ſuch ſervant or ſervants as aforeſaid. And each of them the ſaid copartners for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant and agree with the other and others of them, his and their executors and adminiſtrators, that he ſhall and will at all fitting and ſeaſonable times during this copartnerſhip diligently and faithfully employ and apply himſelf in, to and about the affairs and buſineſs of the ſaid joint trade and the management of the ſame, for the beſt advantage and benefit of all the ſaid parties, and of their ſaid joint ſtock and trade; And alſo ſhall and will be juſt, true and faithful to the other and others of the ſame parties in all his bargains, ſales, receipts, payments, accounts and tranſactions in relation to the ſaid joint trade; and alſo ſhall and will (upon requeſt of the other or others of the ſame parties) make and give a juſt and true account thereof to them or either of them. And it is hereby further covenanted and agreed by and between all the ſaid parties to theſe preſents, that for the better continuing of true and plain dealing between them concerning the ſaid joint trade and copartnerſhip, they the ſaid parties ſhall and will provide and keep, or cauſe to be kept ſuch and ſo many books as ſhall be neceſſary, wherein ſhall be fairly written the juſt and true particulars of all monies received and paid, and of all goods, wares and commodities bought and ſold, received in or delivered out, and the rates and prices at which the ſame were bought and ſold, received and delivered, and of all debts contracted, and of all other matters and things any way conducing to the manifeſting the affairs and ſtate of the ſaid joint trade and copartnerſhip. And that the ſame books, together with all bills, letters, ſpecialties, and other writings touching or relating to the ſaid joint trade, ſhall always remain open and extant in ſome convenient part of the ſaid ſhop or warehouſe, or other place where the ſaid joint trade is or ſhall be carried on, where each of the ſaid parties may, during this copartnerſhip, and at all ſeaſonable times afterwards, have free acceſs to and come by them or any of them, and may read, peruſe and copy out the ſame, or any of them, at his or their free will and pleaſure, without the let or hinderance of the other or others of them, his or their executors or adminiſtrators. And that none of the ſaid parties, without the conſent of the other or others of them in that behalf firſt had and obtained, ſhall ſell, lend or deliver, by way of credit or truſt, any money, goods, wares or commodities belonging to the ſaid joint ſtock or trade, to any perſon or perſons whatſoever, whom the other or others of the ſaid parties ſhall forewarn or forbid to be credited or truſted. And that none of the ſaid parties ſhall, without the conſent of the other or others of them, releaſe, compound or diſcharge any debt or duty which during this copartnerſhip ſhall be due or owing to the ſaid parties on account of their ſaid joint ſtock or trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the ſtock or caſh of the ſaid copartnerſhip. And that each and every of the ſaid parties ſhall *bona fide* anſwer and pay, or otherwiſe make good unto the ſtock or caſh of the ſaid copartnerſhip, all ſuch monies or goods belonging to the ſame, as he or they, or any others by his order or direction ſhall receive, diſcharge or give any receipt for. And that none of the ſaid parties, his or their executors or adminiſtrators, ſhall during this copartnerſhip, without the conſent of the other or others of them, his or their executors or adminiſtrators, firſt thereunto had in writing under his or their hand or hands, enter into bond, judgment or ſtatute, or otherwiſe become bound or charged as bail or ſurety with or for any perſon or perſons whomſoever, or do or wilfully ſuffer to be done, any act or thing, by means whereof the ſaid joint ſtock or trade, or the monies, goods, wares, debts, gains or effects which are or ſhall be in or due or belonging to the ſame, ſhall or may be prejudiced, hindered, ſeized, attached, extended or taken in execution; and that none of the ſaid parties ſhall permit or ſuffer the ſaid joint ſtock or trade, or any of the monies, wares, debts or effects which ſhall be in or due, or belonging to the ſame, to be in any wiſe charged or incumbered with or for any private or particular debt or duty which ſhall not

Counters, &c. valued.

Agreement as to lodging and board;

and as to the maintenance of ſervants,

that each party will employ his time for the benefit of the partnerſhip,

and will be faithful to each other.

Books to be kept.

What entries to be made.

Books, bills, &c to remain open,

and partners may take copies.

Credit to whom not to be given.

Debts not to be compounded without mutual conſent.

Each to account for money received, &c.

Partners not to be bound for others without mutual conſent.

Each to indemnify the ſtock againſt his own debts.

not concern this copartnerſhip; but that every ſuch private or particular debt or duty ſhall from time to time be paid and diſcharged by the party or parties whoſe debt or duty the ſame ſhall be, by and out of his and their own particular eſtate not included in this copartnerſhip. And that none of the ſaid parties ſhall, during this copartnerſhip, without the conſent of the other or others of them as aforeſaid, take any ſervant or ſervants, apprentice or apprentices, to be employed in the ſaid joint trade. And in Caſe any ſervant or ſervants, apprentice or apprentices, which any of the ſaid parties ſhall have or keep, ſhall at any time during this copartnerſhip imbezil, purloin or wilfully waſte or miſ-ſpend any of the goods, wares, monies or effects which are or ſhall be in or belonging to the ſaid joint ſtock or trade, then and ſo often, and in every ſuch caſe, the maſter of every ſuch ſervant or apprentice ſhall anſwer and make good in ready money unto the ſaid joint ſtock or trade within ſix calendar months after every ſuch fact done, the full value of all ſuch goods, wares, monies and effects as ſhall be ſo imbeziled, purloined, waſted or miſ-ſpent, if the friends or ſureties of or for ſuch ſervant or apprentice ſhall not in the mean time pay and ſatisfy the ſame unto the ſaid joint ſtock or trade: And it is hereby further agreed by and between all the ſaid parties to theſe preſents, that each of them reſpectively ſhall weekly and every week during this copartnerſhip, have and take out of the monies of the ſaid joint ſtock, towards the defraying of their reſpective charges and expences, the ſeveral ſums following; (that is to ſay) for the firſt four years of the ſaid copartnerſhip the ſaid *A. A.* the weekly ſum of fourteen pounds, the ſaid *B. B.* the weekly ſum of ten pounds, and the ſaid *C. C.* the weekly ſum of ten pounds, and for the laſt three years of the ſaid copartnerſhip the ſaid *A. A.* the wekly ſum of twelve pounds, the ſaid *B. B.* the weekly ſum of ten pounds, and the ſaid *C. C.* the weekly ſum of ten pounds. And that the ſaid parties and the ſurvivors of them ſhall and will yearly, during this copartnerſhip, between the 25th day of December and the 2d day of February in every year (unleſs prevented by ſickneſs) account together, make, caſt up, and fully finiſh between them a true, plain, perfect and particular account and reckoning in writing of, for and touching all monies, goods, wares, debts and effects then being in, or due, owing or belonging to the ſaid joint trade and copartnerſhip, and of all debts and duties then due and owing for or on account of the ſame, and ſhall thereupon enter, or cauſe the true particulars of every ſuch account, and the reſt or balance thereof to be written and entered in a book to be kept for that purpoſe, And ſhall ſubſcribe all their names in the ſame book, at the foot of every ſuch yearly account entered therein as aforeſaid; Which ſaid book when ſo ſubſcribed ſhall be and remain in the cuſtody of the ſaid *A. A.* to be by him kept in ſome convenient part of his ſaid dwelling-houſe, or of the ſaid ſhop or warehouſe, or other their then place of trade, for the mutual benefit of all the ſaid parties; And where any of them the ſaid parties may at all ſeaſonable times, as well during this copartnerſhip as afterwards, have free acceſs and recourſe to the ſame, either to peruſe and inſpect, or copy out the ſame, or any part thereof, at their reſpective free wills and pleaſures. And it is agreed, that after every ſuch yearly ſtated account ſhall be ſo entered and ſubſcribed as aforeſaid, the heads of the ſame ſhall be fairly drawn out and written in three diſtinct papers, each of which papers ſhall contain all the ſaid heads of the ſaid ſtated account in the ſame or the like words and figures as near as may be, and ſhall be thereupon ſigned or ſubſcribed by all the ſaid parties; And after the ſaid three papers ſhall be ſo drawn out, written and ſigned as aforeſaid, each of the ſaid parties ſhall have and take one of the ſaid papers into his own cuſtody, and for his own uſe; and alſo that at or after the finiſhing and adjuſting every ſuch yearly account the ſaid parties ſhall then make ſuch deductions and dividends in monies out of the neat and clear profits and increaſe of the ſaid joint ſtock and trade (after a deduction of all incident charges and expences on account of the ſame trade, and of all bad or deſperate debts which may have happened to the ſame trade within the year then laſt paſt) as ſhall then be mutually agreed on between them the ſaid parties; Which monies ſo to be deducted ſhall be thereupon divided between the ſaid parties in proportion to their then reſpective ſhares and intereſts in the ſaid joint ſtock and trade. And further, that at the end of the ſaid firſt four years of the ſaid copartnerſhip, the ſaid *C. C.* (if then living) ſhall bring into the ſaid capital ſtock of the ſaid trade the ſum or value of four hundred pounds of lawful money of Great Britain, thereby to complete his part or ſhare in the ſame capital ſtock for the then remaining four years of the ſaid copartnerſhip, to be and amount to the ſum or value of five thouſand four hundred pounds, and thereupon the ſaid *A. A.* ſhall and may receive and draw out of the ſaid capital ſtock of the ſaid trade, and convert to his own uſe the like ſum or value of four hundred pounds, to reduce his part or ſhare in the ſame capital ſtock to the ſum or value of nine thouſand ſix hundred pounds, for the ſaid then remaining three years of the ſaid copartnerſhip. And it is hereby further agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſaid *B. B.* and *C. C.* or either of them, ſhall (for all or any part of this preſent copartnerſhip) fail or make default to bring into the ſaid capital ſtock of the ſaid trade, any part of the monies herein before by him or them reſpectively agreed to be brought in as aforeſaid, in order to complete and make up his or their ſeveral and reſpective quota or quotas, ſhare or ſhares of the ſame capital, in purſuance of the covenants and agreements herein before in that behalf contained, in ſuch caſe the ſaid *A. A.* ſhall and will lend and bring into the ſaid capital ſtock and trade for and on the behalf of the ſaid *B. B.* and *C. C.* reſpectively, or ſuch of them as ſhall make ſuch default as aforeſaid, all ſuch monies as they the ſaid *B. B.* and *C. C.* reſpectively, or either of them ſhall fail to bring in as aforeſaid; And ſhall and will continue the ſame monies in the ſaid trade until the party or parties who ſhall have made ſuch default ſhall bring into the ſame trade ſuch monies whereof ſuch default ſhall have been made as aforeſaid. Provided always nevertheleſs, and it is hereby agreed by and between all the ſaid parties, that all monies which the ſaid *A. A.* ſhall ſo lend or bring into the ſaid joint ſtock and trade, for and on the behalf of them the ſaid *B. B.* and *C. C.* or either of them, as aforeſaid, ſhall from time to time ſtand charged upon and be ſecured, to be repaid to the ſaid *A. A.* his executors, adminiſtrators and aſſigns, forth and out of the part and ſhare of ſuch of them the ſaid *B. B.* and *C. C.* (of and in the ſaid joint ſtock and trade) for or on whoſe behalf the ſame monies ſhall be ſo lent or brought in as aforeſaid. And that at the end of this copartnerſhip, or upon the deceaſe of the ſaid *A. A.* or of the party or parties for or on whoſe behalf ſuch monies ſhall be ſo lent or brought in (as the caſe may be) and which ever of the ſame caſes ſhall firſt happen) the ſame monies, or ſo much thereof as ſhall then remain due, ſhall in the firſt place accordingly be repaid to the ſaid *A. A.* his executors or adminiſtrators, forth and out of the part or ſhare of the party or parties for or on whoſe behalf the ſaid monies ſhall be ſo lent or brought in as aforeſaid. And further, that in the mean time, and until ſuch monies ſhall be repaid to the ſaid *A. A.* his executors or adminiſtrators, the ſaid party or parties, for or on whoſe behalf the ſame ſhall be ſo lent or bought in as aforeſaid, ſhall and will by and out of his or their reſpective ſhare or ſhares of the profits

nor to take ſervants inthe joint trade without ſuch conſent.

Each to make good the imbezilments of his ſervants, &c. on failure of the ſureties.

Weekly allowances of expences to each partner.

Partners to account yearly.

This book how to be kept.

Each party to have a copy of the yearly account ſigned by all.

They may then make dividends by mutual agreement,

after part of the time, one party to add to his capital ſtock, &c.

Proviſion in caſe ſome of the partners do not bring in their quotas, and the other makes the ſame good.

He to be ſecured by the ſhare of the defaulter,

and to have lawful intereſt.

profits and increaſe of the ſaid joint trade, yearly pay and allow to the ſaid *A. A.* his executors or adminiſtrators, legal intereſt for the ſame monies, or ſuch part thereof as for the time being ſhall remain due. **And it is hereby further mutually agreed** by and between all the ſaid parties, that at the end of this preſent copartnerſhip, they the ſaid parties (if they be all then living) or if any one of them be then dead, the ſurvivors of them ſhall within one month then next following meet and account together, and make, caſt up, ſettle and fully adjuſt between them a true, plain, perfect and final account and reckoning in writing, of, for and concerning the ſaid joint ſtock and trade; and all monies, debts, goods, wares, merchandizes, profits, gains and effects, which ſhall be then in, or due, owing, belonging, or in any wiſe appertaining to the ſame ſtock and trade, or to the ſame partners, or the ſurvivors of them, for or on account thereof; **And alſo** of, for and concerning all debts, ſums of money, charges, loſſes, damages and expences, which by reaſon or on account of the ſame joint trade ſhall be by them the ſaid partners, or the ſurvivors of them, due or owing to any perſon or perſons, or which they the ſaid partners ſhall have ſuffered or ſuſtained for or by reaſon or on account thereof, ſo and in ſuch ſort as it ſhall and may thereby appear what the true ſtate and condition of the ſaid joint ſtock and trade ſhall then be, and what parts and proportions, and how much of the ſaid joint ſtock ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid parties reſpectively, according and in proportion to their then ſeveral and reſpective ſhares and intereſts in the ſaid capital ſtock and trade, and the true meaning of theſe preſents. **And immediately thereupon**, and afterwards as ſoon as conveniently may be, true payment ſhall be made, or good order taken for the true and ſpeedy payment of all ſuch debts and ſums of money as at the time of the expiration of the ſaid copartnerſhip ſhall be by them the ſaid partners, or the ſurvivors of them, due or owing to any perſon or perſons for or on account of the ſaid joint trade: **And then** alſo true payment, diviſion, partition and delivery ſhall be made by and between all the ſaid parties, or ſuch two of them as ſhall be then living, in proportion, and according to their then ſeveral and reſpective ſhares and intereſts in the ſaid joint ſtock and trade (at their then houſe, ſhop or place of trade) of all ſuch monies, goods, wares, merchandizes, debts and effects which ſhall be then in, or due, owing, belonging or appertaining to the ſaid joint ſtock or trade, or to the ſaid partners, or to the ſurvivors of them, for or on account thereof (over and above what ſhall be due or owing for or on account of the ſame trade as aforeſaid;) **And** that each and every of the ſaid partners then living, his and their reſpective executors or adminiſtrators ſhall thereupon make and give unto the other or others of them, his or their executors and adminiſtrators, ſuch aſſignments of their reſpective parts and ſhares of the debts which ſhall be then due to the ſaid copartnerſhip or joint trade, together with full power and authority to ſue for and recover ſuch debts as the party or parties who is or are to have the ſame debts, ſhall upon ſuch diviſion as aforeſaid reaſonably require; And after ſuch diviſion, partition and aſſignments ſhall be made, none of the ſaid partners, their executors or adminiſtrators, ſhall or will releaſe, compound for, or diſcharge any debt or debts which ſhall be allotted unto the other or others of them, his or their executors or adminiſtrators, without the conſent of him or them to whom the ſame ſhall be ſo allotted. **Provided always**, and it is further covenanted, granted, concluded and agreed by and between all the ſaid partners, and each and every of them for himſelf, his heirs, executors and adminiſtrators, doth covenant and agree with the other and others of them, his and their executors and adminiſtrators, that if it ſhall happen that any one or more of the ſaid partners ſhall die or depart this life before the expiration of the ſaid term of ſeven years, then and in ſuch caſe the ſurvivors or ſurvivor of the ſaid partners, and the executors and adminiſtrators of ſuch ſurvivors or ſurvivor ſhall and will accept and take, in equal ſhares and proportions between them, all the whole ſtock of goods, wares, merchandizes, monies, good debts and effects whatſoever, which at or immediately before the deceaſe of the party or parties ſo dying ſhall in any wiſe be appertaining unto them the ſaid parties as copartners, or by reaſon or on account of their ſaid joint trade. **And alſo** in conſideration thereof, and for a full recompence and ſatisfaction to be had and made to the executors or adminiſtrators of the party or parties ſo dying, of and for his or their full part, ſhare and proportion of, in and to the ſaid joint ſtock and trade, the ſame ſurvivors or ſurvivor, his or their executors or adminiſtrators, ſhall and will well and truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their then place of trade, unto the executors, adminiſtrators or aſſigns of the party or parties ſo dying, ſo much good and lawful money as the full value of the part and ſhare, or parts and ſhares of or belonging to the ſaid party or parties ſo dying, of and in the ſaid joint ſtock and trade, and ſuch good debts as aforeſaid, did or ſhall appear to be, or amount unto, by and according to the yearly account then laſt before made and ſubſcribed with their names as aforeſaid, (firſt deducting thereout ſuch monies as the party or parties ſo dying ſhall from and after ſuch laſt yearly account have received out of the ſaid joint trade for his or their weekly allowances aforeſaid;) **But** in caſe no ſuch account ſhall have been thentofore made, **Then** ſo much lawful money as the full value of the part and ſhare, or parts and ſhares of the capital ſtock brought into copartnerſhip by the party or parties ſo dying, is, are or ſhall amount unto (firſt deducting thereout ſuch monies as the party or parties ſo dying, ſhall have received out of the ſaid joint trade for his or their weekly allowances from the 25th day of December next preceding ſuch his or their deceaſe.) **And** for a recompence and ſatisfaction for the trouble and attendance of the party or parties ſo dying, in and about the ſaid trade and buſineſs, from the time of ſuch laſt ſtated account, (in caſe any ſuch ſhall have been) or in default thereof, from the 25th day of December next preceding ſuch his or their reſpective deceaſe, the ſaid ſurviving party or parties, his or their executors or adminiſtrators, ſhall pay, or cauſe to be paid unto the executors, adminiſtrators or aſſigns of the party or parties ſo dying, ſuch weekly ſum and ſums of money, and upon ſuch contingencies as are herein after mentioned; (that is to ſay) **To** the executors, adminiſtrators or aſſigns of the ſaid *A. A.* (in caſe he happen to die within the firſt four years of the ſaid copartnerſhip) the weekly ſum of ſixteen pounds, but in caſe he happen to die within the laſt three years of the ſaid copartnerſhip, then only the weekly ſum of fifteen pounds; **To** the executors, adminiſtrators or aſſigns of the ſaid *B. B.* the weekly ſum of eleven pounds; **And** to the executors, adminiſtrators or aſſigns of the ſaid *C. C.* (in caſe he happen to die within the ſaid firſt four years of the ſaid copartnerſhip) the weekly ſum of ſix pounds, but in caſe he happen to die within the ſaid three laſt years of the ſaid copartnerſhip, then the weekly ſum of ſeven pounds, the ſaid reſpective laſt mentioned weekly payments to be computed and made from the ſtated account laſt preceding the deceaſe of the party or parties ſo dying, (if any ſuch account ſhall have been made,) or in default thereof, then from the 25th day of December next preceding ſuch his or their reſpective deceaſe, and to be continued and carried on, until the time of ſuch the deceaſe of the party or parties ſo dying. **And it is hereby declared and agreed** by and between all the ſaid parties to theſe preſents, that all monies herein before provided or agreed to be paid by the ſaid ſurviving party or parties ſo dying upon the reſpective contingencies

At the end of the partnerſhip a final account to be made,

and payment to be made or ſecured, &c.

and proportionable payment and diviſion between the parties,

and aſſignments to be mutually given of debts due to the trade, and power to ſue,

and then not to releaſe ſuch debts without conſent.

If ſome of the partners die within the time, the others to take the ſtock, &c.

and to pay for the ſame according to the laſt yearly account, or if none ſuch, according to the ſhares of the capital.

Recompence for the trouble of the party dying, from the time of the laſt yearly day of account, in proportion.

Money to be paid by ſurvivors to executors, &c.

gencies aforeſaid, ſhall be paid in manner following; (that is to ſay) one third part thereof at the end of ſix calendar months next after ſuch the deceaſe of the reſpective party or parties ſo dying; one other third part thereof at the end of twelve calendar months next after ſuch the deceaſe of the reſpective party or parties ſo dying; and the remaining third part thereof at the end of eighteen calendar months next after ſuch the deceaſe of the reſpective party or parties ſo dying. **And** for the better ſecuring the payment thereof, the ſaid ſurviving party or parties ſhall within one month after the deceaſe of the partner or partners ſo happening to die, enter into and become bound to the reſpective executors or adminiſtrators of the ſaid partner or partners ſo dying, in one or more bond or bonds of double penalty, with one or more ſuch ſurety or ſureties as ſhall be to the good liking of the executors or adminiſtrators of the party or parties ſo dying, conditioned for payment to them reſpectively of ſuch monies, and at ſuch times and place, and in ſuch manner and form as aforeſaid: **And** ſhall alſo thereupon enter into and become bound to the executors or adminiſtrators of the reſpective party or parties ſo dying in one or more bond or bonds of ſufficient penalty, for ſaving harmleſs and indemnifying the heirs, executors and adminiſtrators of the party or parties ſo dying, and his and their lands and tenements, goods and chattels of and from all debts which at the time of his or their reſpective deceaſe were jointly owing by the ſaid partners to any perſon or perſons, for any matter or thing touching or on account of their ſaid joint trade; **And** of and from all actions, ſuits, damages and expences, for or about the ſame debts, and every of them, which debts the ſaid ſurviving party or parties ſhall pay and ſatisfy in due and convenient time. **And it is hereby agreed**, That the executors or adminiſtrators of the reſpective party or parties ſo dying ſhall and will (upon the ſealing and executing of ſuch bonds as aforeſaid) by writing ſufficient in the law duly executed, grant, aſſign and releaſe unto the party or parties ſurviving his or their executors or adminiſtrators, all the part, ſhare, right, title, intereſt, claim and demand whatſoever, of them the ſaid executors and adminiſtrators of the ſaid reſpective party or parties ſo dying, of, in and to the ſaid joint ſtock and trade, and the monies, goods, wares, debts (other than ſuch debts as are herein after mentioned) gains, and other effects and eſtate whatſoever, which at the time of ſuch his or their deceaſe were in joint trade or copartnerſhip between them the ſaid partners, or jointly owing or belonging unto them upon the account of their ſaid joint trade. **And** in caſe any of the ſaid partners ſhall happen to die during this copartnerſhip, **Then** all ſuch bad and deſperate debts due and owing to or on account of the ſaid joint trade as ſhall not have been reckoned as a good eſtate, and as ſuch caſt up and included in ſuch yearly accounts to be made and ſtated as aforeſaid, ſhall with all convenient ſpeed be divided and diſtributed between the ſurviving party or parties, and the executors or adminiſtrators of the party or parties deceaſed, in proportion to the reſpective ſhares and intereſt of the ſaid partners in the ſaid capital ſtock and joint trade; **And thereupon** the ſurviving party or parties, and the executors or adminiſtrators of the party or parties deceaſed, ſhall give unto each other, and their reſpective executors and adminiſtrators, full power and authority to ſue for, get in and recover his and their reſpective parts and ſhares of ſuch bad debts. **And whereas** the ſaid *A. A.* is now poſſeſſed of the reſidue of a certain leaſe or term for years (whereof there are about nine years to come) of and in the ſaid meſſuage or dwelling-houſe, ſhop or warehouſe, and premiſes, wherein he the ſaid *A. A.* now dwells, and where the ſaid trade is now carried on, with their reſpective appurtenances, which premiſes he the ſaid *A. A.* holds at and under the yearly rent of one hundred and fifty pounds, or thereabouts. **Now this Indenture further witneſſeth,** and the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *B. B.* and *C. C.* their executors and adminiſtrators, that in caſe he the ſaid *A. A.* ſhall happen to die before the expiration of this preſent copartnerſhip, (living the ſaid *B. B.* and *C. C.* or either of them) then and in ſuch caſe the executors or adminiſtrators of him the ſaid *A. A.* ſhall and will within the ſpace of three months next after ſuch his deceaſe, upon the requeſt, and at the coſts and charges of the ſaid *B. B.* and *C. C.* or the ſurvivor of them, his executors or adminiſtrators, legally and effectually aſſign and transfer unto them the ſaid *B. B.* and *C. C.* their executors and adminiſtrators, all the then eſtate, term and terms, right, title and intereſt of him the ſaid *A. A.* his executors or adminiſtrators, of and in the ſaid meſſuage or dwelling-houſe, ſhop, warehouſe and premiſſes laſt mentioned, with their appurtenances, (**Subject** nevertheleſs to the rents and covenants from thenceforth to be paid, done and performed, by or on the parts and behalfs of the tenants or leſſees of the ſame premiſes, by virtue of the leaſe or leaſes, under which the ſame now are or ſhall be then held.) **And** laſtly, It is hereby covenanted, granted and agreed, by and between all the ſaid parties to theſe preſents, and each of them, for himſelf, his heirs, executors and adminiſtrators, doth covenant and agree, to and with the others and other of them, his and their executors and adminiſtrators, that if at any time during this copartnerſhip, or at or after the end thereof, any variance, controverſy, diſpute, doubt or queſtion ſhall ariſe, grow or be moved between the ſaid parties, or the ſurvivors of them, their or any of their executors or adminiſtrators, for, touching or about the ſaid joint trade or copartnerſhip, or any covenant, agreement, clauſe, matter or thing herein contained, or the conſtruction thereof, then every ſuch variance, controverſy, diſpute, doubt or queſtion, ſhall be referred to and reſolved, diſcuſſed and determined by three indifferent perſons to be elected by and between the ſaid parties, or the ſurvivors of them, or their reſpective executors or adminiſtrators, within ten days next after any ſuch variance, controverſy, diſpute, doubt or queſtion ſhall ariſe or be moved. **And in Caſe** ſuch three perſons cannot agree to determine the matter to them to be referred within twenty days next after ſuch reference, then the ſame ſhall be referred to and reſolved, diſcuſſed and determined by ſuch one indifferent perſon, as the ſaid three firſt referrees, or the major part of them, ſhall for that purpoſe from time to time nominate and appoint umpire in the premiſes, who ſhall determine the ſame within twenty days next after he ſhall be appointed umpire: **And whatever** order, end or determination the ſaid three perſons, referrees, or their ſaid umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective times in that behalf aforementioned make between the ſaid partners, or the ſurvivors of them, their executors or adminiſtrators, touching or concerning the premiſes, or any part thereof, each and every of them the ſaid partners **Do** hereby ſeverally and reſpectively for themſelves, their executors and adminiſtrators, covenant, promiſe and agree, to and with the other and others of them, his and their executors and adminiſtrators, to ſtand to, perform and keep the ſame, without any further ſuit, diſpute or trouble whatſoever. **In Witneſs**, &c.

*(Horſeman.)*

In the mean time the ſurvivors to give ſecurity for payment,

and for indemnity againſt the partnerſhip, debts, &c.

and then the executors, &c. of the deceaſed to aſſign and releaſe to the ſurviving partners the ſhare of ſtock and debts.

Bad debts to be divided in caſe of death of partner,

and mutual powers to ſue, to be given.

If the partner who is tenant of the houſe die,

his repreſentatives to aſſign to the ſurvivors.

Differences to be ſubmitted to three arbitrators.

who (if they cannot agree) may chuſe an umpire.

The award to be final.

*Deed*

*Deed of Copartnerſhip between Ironmaſters.*

THIS Indenture Tripartite, made the ——— day of ———, in the nineteenth year of the reign of our Sovereign Lord George the Third, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, &c. and in the year of our Lord 1779, Between *W. P.* of N. in the pariſh of D. in the county of G. Eſq. of the firſt part, *J. P.* of F. in the pariſh of F. upon S. in the ſaid county of G. Ironmaſter, of the ſecond part, and *J. F.* of D. aforeſaid, Ironmaſter, of the third part. Whereas the ſaid *W. P. J. P.* and *J. F.* have for many years paſt, carried on the trade or buſineſs of Ironmaſters, and alſo of working of iron in plates, and drawing of iron, ſteel, copper and braſs wire, in partnerſhip, in certain dwelling-houſes, out-houſes and mills, in the ſeveral pariſhes of F. upon S. ——— and N. in the ſaid county of G. and now in their poſſeſſion or occupation as tenants thereof to *J. P.* Eſq. father of the ſaid *W. P.* and being apprehenſive that the ſaid trade or buſineſs may be carried on in more extenſive, commodious and beneficial manner, if the whole concern was to be divided into a greater number of ſhares than what the ſame at preſent conſiſts of, ſo as to enable them to let in others to join with them therein, they have come to a reſolution or agreement to determine the ſaid partnerſhip, and to eſtabliſh another, in ſuch manner as may be moſt conducive to the end ſo propoſed by them as aforeſaid, and in proſpect of ſuch new partnerſhip, the ſaid *J. P.* the father, hath, at the inſtance of the ſaid *W. P.* and *J. P.* party to theſe preſents, and *J. F.* agreed to grant them a leaſe of the premiſes in which the ſaid trade or buſineſs hath been ſo carried on as aforeſaid, for the term of ——— years, to commence from the day of the date of theſe preſents, under the yearly rent of ———. Now this Indenture witneſſeth, and the ſaid *W. P.* and *J. P.* party to theſe preſents, and *J. F.* in conſideration of the premiſes, do hereby mutually covenant, promiſe and agree, to and with each other, that the ſaid partnerſhip ſhall be, and the ſame is hereby declared to be diſſolved, as from the ——— day of ———, and in conſideration of the premiſes likewiſe, and in purſuance of the ſaid above in part recited agreement, they the ſaid *W. P. J. P.* party to theſe preſents, and *J. F.* for themſelves, their heirs, executors and adminiſtrators, do mutually covenant, promiſe and agree, to and with each other, his executors and adminiſtrators, by theſe preſents, that the ſaid trade or buſineſs of Ironmaſter, and making and vending of bar iron from pig iron, iron and ſteel wire, copper, braſs and braſs wire, black plate and tinned plate, in all or any of its parts or branches, and in all other things any ways incident or belonging thereto, and alſo ſuch other buſineſs as ſhall be mutually agreed upon in this behalf, ſhall from henceforth be carried on, tranſacted or managed under a new partnerſhip, for the term of twenty years, to be computed from the day of the date of theſe preſents.

That ſuch joint trade or buſineſs ſhall be carried on in the premiſes ſo agreed or intended to be demiſed to them the ſaid *W. P. J. P.* party to theſe preſents, and *J. F.* by the ſaid *J. P.* the father, with the appurtenances as aforeſaid, and with the capital ſtock in money, goods or effects, fit or proper to be uſed or employed in the ſaid joint trade or buſineſs, of —— pounds, to be advanced or brought into the ſame by the ſaid parties reſpectively in the following proportions, that is to ſay, —— thirty-two parts thereof (the whole into thirty-two equal parts or ſhares to be divided) by the ſaid *W. P.* —— thirty-two parts or ſhares thereof by the ſaid *J. P.* party to theſe preſents, and —— thirty-two parts or ſhares thereof by the ſaid *J. F.* but with liberty nevertheleſs for any of the ſaid parties to ſell or diſpoſe of all or any of ſuch their ſaid ſeveral and reſpective ſhares, either to the other or others of them, or to any other perſon or perſons by deed or will, or ſuch ſhares reſpectively being tranſmiſſible to the executors or adminiſtrators of any of the parties dying within the ſaid term, but under and ſubject to the ſeveral reſtrictions or agreements hereafter in this behalf mentioned.

That the ſaid joint trade or buſineſs ſhall, during the term aforeſaid, be carried on by the ſaid *W. P. J. P.* party to theſe preſents, and *J. F.* and by ſuch perſon or perſons as by the means aforeſaid, ſhall acquire or become intitled to any of the ſaid ſeveral and reſpective ſhares of or in the ſaid ſtock or capital thereof as partners, and for and at their joint or equal benefit and riſque, reſpectively in proportion to their ſeveral and reſpective parts or ſhares of or in the ſaid ſtock or capital thereof, and that the ſaid *W. P.* ſhall be conſidered the firſt, the ſaid *J. P.* party to theſe preſents, the ſecond, and the ſaid *J. F.* the third, in the ſaid new partnerſhip, and that ſuch partnerſhip ſhall be carried on under the names or firm of the two oldeſt partners therein for the time being, with the addition of company, ſo long as there ſhall be more than two ſuch partners; and if they ſhall be at any time during the ſaid term reduced to two, under the names or firm of ſuch two ſurviving or only partners.

Provided always that in caſe any perſon or perſons of the ſirname of *P.* ſhall ſucceed the ſaid *W. P.* and *J. P.* party to theſe preſents, or either of them, as to all or any of their reſpective ſhares of or in the ſaid ſtock or capital of the ſaid joint trade or buſineſs, as claiming under them reſpectively, or either of them, the name or names of ſuch perſon or perſons in the firm of the ſaid partnerſhip, ſhall always precede or take place of the name or names of any other partner or partners for the time being therein, and that ſuch partnerſhip, together with the ſaid ſtock or capital, and the produce thereof, and the parties intereſted therein as partners for the time being in reſpect thereof, ſhall be under or ſubject to the ſeveral terms, ſtipulations or agreements herein contained.

That the partners in the ſaid partnerſhip, for the time being, ſhall be true and faithful to each other in all their dealings and tranſactions whatſoever relating to the ſaid joint trade or buſineſs, or the concerns thereof, and ſhall diligently attend to the due or proper management or improvement thereof, for their joint or mutual benefit in proportion to their reſpective ſhares and intereſt therein, and without any of them during the ſaid partnerſhip, being at any time directly or in any wiſe indirectly engaged or concerned alone or with, or in the name or names of any other perſon or perſons whomſoever, in the carrying on of all or any of the parts, branches or articles of the ſaid joint trade or buſineſs, upon his or their reſpective ſeparate or private account.

That none of the partners in the ſaid partnerſhip, for the time being, ſhall at any time during the continuance thereof, without the conſent of the other or others of them in writing under his or their hand or hands for that purpoſe firſt had or obtained, give any credit or truſt to any perſon or perſons whomſoever in

the way of the ſaid joint trade or buſineſs, or otherwiſe, whereby or by means whereof the ſame ſhall or may be liable to be affected, after being forewarned by him, them or any of them to the contrary; and that in caſe any loſs ordamage ſhall at any time happen by the giving of any ſuch credit or truſt, the ſame ſhall be paid, defrayedor borne by the party or parties, by, or through whoſe means the ſame ſhall happen to be occaſioned.

That none of the ſaid parties ſhall, without the conſent of the others or other of them, teſtified as aforeſaid, releaſe, diſcharge, extinguiſh or deliver up any debt or ſum of money due or belonging to the ſaid partnerſhip, or any ſecurity for the ſame, or any part thereof, without having firſt received ſuch debt or ſum of money, for the uſe or on account of the ſaid partnerſhip.

That none of the ſaid parties ſhall without the conſent of the others or other of them, teſtified as aforeſaid, at any time during the ſaid partnerſhip, and before a final partition ſhall be made of the effects belonging thereto, become bound as bail, or enter into any engagement or ſecurity for, with, or to any perſon or perſons whomſoever, or contract any debt otherwiſe than for the uſe or on account of the ſaid partnerſhip, whereby the effects thereof, or the others or other of the ſaid parties in reſpect thereof ſhall or may be in any wiſe charged, or liable to be charged, or otherwiſe affected.

That for the better manifeſtation of the ſeveral dealings or tranſactions of or with reſpect to the ſaid partnerſhip, proper books ſhall be provided and kept at the expence thereof, in which ſhall be fairly written or entered from time to time, a full, true and particular account of all ſuch dealings or tranſactions, or ſuch of them as ſhall in any wiſe tend to elucidate or make out the true ſtate or condition thereof, with the times on which ſuch dealings or tranſactions reſpectively ſhall happen, and with ſuch other neceſſary circumſtances relating thereto, and in ſuch orderly diſtinct and methodical manner as ſhall be moſt ſuitable to the end or purpoſe thereby propoſed, and as is moſt uſual in caſes of the like nature, and that ſuch book or books ſhall from time to time, during the ſaid partnerſhip, and alſo for the ſpace of ——— next after the end or determination thereof be kept in ſome convenient place or places, in or upon ſome part of the premiſes where the ſaid joint trade or buſineſs ſhall be carried on as aforeſaid, which ſhall be moſt ſuitable and convenient, or in ſuch other place or places as the partners of the ſaid partnerſhip for the time being, ſhall mutually agree upon in this behalf, and ſo as that recourſe may be had thereto at all ſeaſonable times for the purpoſe of inſpecting or peruſing the ſame, or of making copies thereof, or of any of them, or taking any extracts therefrom as there ſhall be occaſion.

That the ſaid joint trade or buſineſs ſhall from time to time be managed or carried on by or under the orders, directions, and regulations of the partners in the ſaid partnerſhip, for the time being, ſo long as they ſhall not exceed five in number, and if ſuch partners ſhall at any time exceed that number, by a committee of five of ſuch partners to be choſen or appointed in manner herein after mentioned.

That every apprentice, agent, clerk and ſervant, neceſſary for aſſiſting in carrying on the ſaid joint trade or buſineſs, ſhall from time to time be taken, retained or employed by and with the conſent or approbation of the partners in the ſaid partnerſhip, ſo long and as often as they ſhall not exceed five in number, or the major part of them, or by a committee of ſuch partners, if more than five, or the major part of ſuch of them as ſhall be preſent at any meeting or meetings, to be had by them as herein after is mentioned, and that no ſuch agent, clerk or ſervant ſhall, unleſs in caſes of abſolute neceſſity, be diſcharged from the ſervice of the ſaid partnerſhip without ſuch conſent as aforeſaid.

Provided always, that no ſuch agent, clerk or ſervant ſhall be hired or retained for any longer time than a year without the conſent or approbation of the partners in the ſaid partnerſhip for the time being, not exceeding five in number, or the major part of them, or of a committee of ſuch partners, if exceeding five, or the major part of them, and that a memorandum in writing with reſpect to ſuch retaining or hiring, and likewiſe as to the diſcharge of any ſuch agent, clerk or ſervant, together with their cauſe of ſuch diſcharge, ſhall be entered in a book, to be provided by and at the expence of the ſaid partnerſhip for that purpoſe, by or under the orders or directions of the parties ſo conſenting thereto reſpectively, and ſhall be ſigned by them.

That the ſtock or capital of the ſaid joint trade, and their produce or profit thereof, ſhall in the firſt place be ſubject to the maintenance or ſupport of every ſuch apprentice ſo to be taken as aforeſaid; and alſo to the wages or ſalaries of every ſuch agent, clerk and ſervant; and alſo to the payment of the rent of the premiſes, in which the ſaid joint trade or buſineſs ſhall be carried on, and of ſuch repairs, taxes, aſſeſſments and other outgoings, as the leſſees thereof ſhall be in any wiſe liable or ſubject to, and alſo to the making good of ſuch damage or loſs as ſhall at any time happen to the ſaid partnerſhip, by means of any embezzlement of any apprentice, agent, clerk or ſervant, to be retained or employed in the ſervice of the ſaid partnerſhip, and otherwiſe (ſave as is herein mentioned) and alſo to the payment of all ſuch charges and expences as ſhall be neceſſarily incurred in or about the managing or carrying on the ſaid joint trade or buſineſs, or the concerns thereof.

That the partners of the ſaid partnerſhip for the time being ſhall faithfully account for all ſuch ſum or ſums of money, goods or effects of or belonging to the ſaid partnerſhip, as ſhall at any time come to their hands reſpectively, or to the hands of any other perſon or perſons in truſt for them reſpectively, or for their reſpective uſe or uſes, and pay or bring in the ſame to the ſtock or capital of the ſaid partnerſhip.

That on the 25th day of March in each year during the ſaid partnerſhip, or ſo ſoon after as conveniently may be, and before the 25th day of June then next following, a juſt and fair account ſhall be taken by the partners in the ſaid partnerſhip, for the time being, if not exceeding five in number; and if otherwiſe, by ſuch committee as aforeſaid of or concerning the ſtock in trade in hand one very ſuch 25th day of March, of the value thereof, and alſo of all and every the dealings, tranſactions and meaſures of or in any wiſe relating to the ſaid partnerſhip, and which on every ſuch occaſion ſhall remain to be ſettled or adjuſted, and in ſuch plain, circumſtantial and mercantile manner or way, as ſhall be moſt ſuitable or proper to aſcertain the true ſtate or condition thereof; and that every ſuch accounts ſhall be fairly entered in ſome of the book or books of account, to be kept for the uſe of the ſaid partnerſhip, and that on the 24th day of June in each year, next after the ſaid 25th day of March, (not being on a Sunday, or if otherwiſe on the day next or immediately following) every ſuch account, ſo to be drawn out and entered as aforeſaid, ſhall be produced at or before a general meeting of the partners in the ſaid partnerſhip for the time being, in order to be peruſed or examined by them or ſuch of them as ſhall be then preſent, together with all neceſſary vouchers in ſupport thereof, and ſhall be thereupon adjuſted or ſettled, and ſigned by them, ſo as to teſtify their approbation thereof, or authenticate the ſame; and that after every ſuch account ſhall be ſo ſettled, or adjuſted and ſigned, or authenticated as aforeſaid, the ſame ſhall be final or concluſive, not only upon the partner or partners then preſent, but upon

upon all and every other the partners who ſhall not attend or be preſent on ſuch occaſion, and ſhall not afterwards be liable to be opened, or unravelled, or otherwiſe called in queſtion, unleſs ſome manifeſt error or errors ſhall appear or be diſcovered therein before the next general yearly meeting of the ſaid partners for the time being. And that for the better accommodation of the partners in the ſaid partnerſhip for the time being, the heads, minutes or extracts of every ſuch general account ſo to be ſettled as aforeſaid, fairly wrote out or entered in a clear or conciſe manner, ſo as to aſcertain the true or real ſubſtance thereof, and fairly entered in books, ſhall be ready to be delivered to them, or ſuch of them, as ſhall be preſent at every ſuch meeting, and ſhall be ſigned or authenticated in like manner as is herein before directed with reſpect to every ſuch general account.

That the partners in the ſaid partnerſhip, for the time being, upon the ſettling and authenticating of every ſuch general account as aforeſaid, ſhall be at liberty to receive a part of the nett profits which ſhall appear to be due or coming to the ſaid trade thereon, at or after the rate of five pounds *per cent.* for their ſhares reſpectively of or in the ſtock or capital thereof, if ſuch profits ſhall be ſufficient for that purpoſe, and not any leſs or other part or ſhare thereof, unleſs the partners then preſent, not exceeding five in number, or the major part of them, or a committee of the ſaid partners for the time being then preſent, if more than five, ſhall think fit to allow any further dividend in reſpect of ſuch profits, and which they are hereby at liberty to do, due regard being had to the circumſtances or ſituation of the ſaid trade, or the exigencies thereof, at the reſpective times of making a diviſion of ſuch profits.

That no additional branch in the way of the ſaid joint trade or buſineſs ſhall be begun or entered into at any other place than where the ſaid partnerſhip buſineſs is ſo agreed to be carried on as aforeſaid, and that no additional ſum or ſums of money, goods or effects, ſhall be brought in or added to the preſent capital ſtock of the ſaid partnerſhip by any partner or proprietor without the conſent in writing of ſuch of the ſaid partners for the time being, as ſhall be entitled to three-fourths of the ſaid thirty-two parts of the ſaid capital ſtock, at the leaſt, at a meeting to be called for thoſe purpoſes reſpectively as is hereafter mentioned, had, that if any additional ſum or ſums, goods or effects, ſhall be ſo added or brought into the ſaid capital ſtock, with ſuch conſent as aforeſaid, the partner or proprietor ſo bringing in the ſame, ſhall be allowed intereſt for ſuch money, goods or effects, or the value thereof, at or after the rate of five pounds *per cent. per annum*, ſo long as the ſame ſhall continue to be uſed or employed in the ſaid trade.

Provided always that the ſtock and profits of the ſaid joint trade ſhall be ſubject or liable to anſwer and make good the money, goods or effects ſo to be advanced or brought into the ſaid trade, or the value of ſuch goods or effects, and the intereſt thereof, but that the perſon or perſons advancing or bringing in the ſame, ſhall not be entitled to call in the ſaid monies, goods or effects, or the value thereof, or any part thereof, or be obliged to receive the ſame until the end of twelve months next after notice in writing to be given for thoſe purpoſes reſpectively.

That all bills, notes and drafts to be taken or given in the courſe of carrying on the ſaid joint trade or buſineſs, and on account thereof, ſhall be reſpectively taken or given to or in the ſtyle or firm of the ſaid partnerſhip for the time being, and not otherwiſe.

That all bonds and ſecurities for money due and owing to the ſaid partnerſhip in the courſe of carrying on the ſame, other than ſuch bills, notes and drafts as aforeſaid, ſhall from time to time be taken to or in the names of the partners of the ſaid partnerſhip, for the time being, not being then more than five in number, and if more than five, by the committee thereof, and who by ſome writing under their hands, either on the back of ſuch bonds or ſecurities as aforeſaid, reſpectively or otherwiſe, ſhall declare the ſame to have been made or taken for the uſe or benefit of the ſaid partnerſhip, and that every bond to be given for monies to be lent or advanced on the credit of the ſaid partnerſhip, ſhall be given by or in the names of the partners in the ſaid partnerſhip for the time being, not being more than five, or if more by a committee thereof, and that the partners entering into the ſame ſhall be indemnified in that reſpect, either by or out of the ſtock or capital in the ſaid partnerſhip, and the profits thereof, before any diviſion thereof, when ſuch diviſion ſhall be neceſſary or otherwiſe, ſo as that the charge to be created by ſuch bond or bonds reſpectively may be paid or borne equally by the partners in the ſaid partnerſhip, according to their reſpective ſhares or intereſts of or in the ſtock or capital in the ſaid joint trade.

Provided always that no ſuch bond ſhall be given or entered into, unleſs at ſuch general meeting on the 24th day of June, as aforeſaid, an order ſhall be made for that purpoſe by the partners then preſent, and entered in a book to contain the directions for the management of ſuch trade or buſineſs from time to time, and to be ſigned by them.

That at the end of the ſaid partnerſhip, or ſo ſoon after as conveniently may be, the partners therein ſhall meet at ſome convenient place, and ſettle, ſtate and adjuſt a full, true and final account of the ſeveral dealings or tranſactions and matters in any wiſe relating to the ſaid joint trade or buſineſs, and then remaining open or unſettled in ſuch plain, diſtinct, methodical or mercantile manner as ſhall be moſt neceſſary or ſuitable for aſcertaining the true ſtate or condition thereof, and of the reſpective ſhares and intereſts of ſuch partners of or in the ſtock and profits thereof, according to the true intent and meaning of theſe preſents, and that the account ſo to be laſt or finally ſettled as aforeſaid ſhall be entered and authenticated in like manner as is herein before mentioned with reſpect to the ſaid annual account, and that the heads, minutes or extracts of ſuch laſt or final account, ſhall likewiſe be fairly entered in books, and ready to be delivered to the partners then in the ſaid partnerſhip reſpectively, and authenticated in ſuch manner likewiſe as is herein before mentioned with reſpect to the ſaid annual accounts, and that thereupon the ſtock and profits then appearing to be belonging to the ſaid joint trade, after deducting thereout in the firſt place all juſt and reaſonable allowances, according to the true intent and meaning of theſe preſents, and in particular after making proviſion thereout for paying or anſwering all ſuch debts or engagements as ſhall be then due or owing from or to be made good by the ſaid partnerſhip, ſhall be divided between the partners then entitled thereto in proportion to their reſpective ſhares or intereſts therein, and in ſuch caſe what ſhall then appear to belong to the ſaid joint trade ſhall not be ſufficient for the purpoſes aforeſaid, ſuch deficiency ſhall be made good by the partners then in the ſaid partnerſhip, in proportion to their ſeveral and reſpective ſhares of or in the ſaid ſtock or capital of the ſaid trade or partnerſhip, by or out of their own private eſtates and effects reſpectively, and ſo as that each of ſuch partners, his heirs, executors or adminiſtrators, may be indemnified againſt, or not be burthened with any greater or other part of ſuch deficiency than his or her ſhare thereof in ſuch proportion as aforeſaid.

That

That after the affairs of the ſaid partnerſhip ſhall be ſo ſettled or concluded as aforeſaid, ſuch deed or inſtrument in writing, ſhall, at the requeſt of any of the perſons then intereſted therein, be made or entered into by them for the purpoſe of releaſing each other againſt all claims or demands, on account of ſuch partnerſhip, or otherwiſe relating thereto, and alſo for the purpoſe of indemnifying each other againſt any debts which may have been contracted by him or them reſpectively, under the firm or on the credit of the ſaid partnerſhip, and which ſhall not have been fairly and openly brought to the account thereof, but ſhall have been contracted for his or their own private uſe or benefit reſpectively, and with ſuch other proviſions therein as ſhall be neceſſary, and as are uſual in caſes of the like nature.

That after the final cloſing or ſettling and authenticating of ſuch laſt mentioned account as aforeſaid, the ſame ſhall not be liable to be opened or unravelled, unleſs ſome error or errors to the amount of —— in the whole ſhall be diſcovered therein, within the ſpace of ſix months next after the ſame ſhall be ſettled and authenticated as aforeſaid, and that in rectifying of ſuch error or errors, or any of them, as little diſturbance ſhall be given to the ſaid account as reaſonably may be.

Provided always, That if any of the partners in the ſaid partnerſhip for the time being, ſhall contract any debt, or enter into any engagement, by drawing, accepting, indorſing, or otherwiſe negotiating any note, bill of exchange, or draught for money, under the firm, or on the credit of the ſaid partnerſhip, or otherwiſe, for his or her own private uſe or benefit, or which ſhall not be fairly or openly brought to the account thereof in the books of the ſaid partnerſhip, at the time of contracting ſuch debt, or entering into ſuch engagement, or otherwiſe, contrary to the true intent and meaning of theſe preſents, or if any of the partners in the ſaid partnerſhip for the time being, ſhall neglect or refuſe to account for any ſum or ſums of money, or ſecurities for money, goods, or effects belonging to the ſaid partnerſhip, which ſhall come to his or her hand, or to the hand or hands of any other perſon or perſons in truſt, or for the uſe of ſuch partner, and pay, bring in, or deliver the ſame into the ſaid partnerſhip upon requeſt, or within the ſpace of —— days next, or immediately following, or ſhall be diſcovered to be directly or indirectly engaged or concerned either alone or together with any other perſon or perſons, except the reſt of the partners in the ſaid partnerſhip for the time being, for his or her own private uſe or benefit, or ſhall wilfully waſte or embezzle any of the monies, goods or effects of or belonging to the ſaid partnerſhip, or ſhall diſpoſe of the ſame for his own private uſe or benefit, contrary to the true intent and meaning of theſe preſents, or the faith or confidence which ought to ſubſiſt between partners in trade; or if any of the partners in the ſaid partnerſhip for the time being, ſhall commit any act or acts of bankruptcy, then, and in any of the ſaid caſes, it ſhall and may be lawful to and for the reſt of the ſaid partners for the time being, not exceeding five in number, or if more than that number, by a committee of ſuch partners, to diſſolve or determine ſuch partnerſhip with reſpect to the party ſo offending, by giving notice thereof to ſuch party in writing under their hands reſpectively, or by cauſing ſuch notice to be left at his or her laſt or moſt uſual place of abode, and alſo to publiſh ſuch diſſolution in the London Gazette, and in any other public news paper or news papers, when and as often as there ſhall be occaſion, and without any interruption or diſturbance by or through the means of the party ſo offending as aforeſaid, and that from and immediately after the giving or leaving ſuch notice, the party ſo offending as aforeſaid, his executors, adminiſtrators or aſſigns, ſhall be totally excluded from the ſaid partnerſhip as a partner, and all benefit and advantage whatſoever ariſing therefrom, ſave what ſhall appear to be due or coming to ſuch party, for or in reſpect of his or her part or ſhare of the ſtock and profits of the ſaid trade, from the time of ſettling the annual account then next preceeding.

Provided always,, That if the ſaid partnerſhip ſhall be in any wiſe damnified or made ſubject or liable to any loſs or damage by the party ſo offending in the ſeveral inſtances aforeſaid, or any of them, the part or ſhare which he or ſhe ſhall be ſo entitled to receive, on being excluded from the ſaid partnerſhip as aforeſaid, or a competent part thereof, ſhall be applicable, in the firſt place, for or towards the making good of any ſuch loſs or damage, or indemnifying the reſt of the partners for the time being, in or touching the premiſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Provided always, That if before the end of the ſaid partnerſhip by lapſe of time, the partners in the ſaid partnerſhip, or ſuch of them as ſhall then have or be entitled to ſeven-eighths at leaſt of the ſaid thirty-two parts or ſhares of the ſtock or capital of the ſaid partnerſhip, ſhall be deſirous of continuing the ſame for a further time of ſeven, fourteen, or twenty-one years, and ſhall agree thereto, at the annual meeting of the partners for the time being, to be held on the 24th of June then next preceding, or on the day following, if ſuch 24th day of June ſhall happen to be on a Sunday, and ſhall teſtify ſuch their deſire and agreement by ſome writing on the back of theſe preſents under their hands, the ſaid partnerſhip ſhall, after the expiration of the ſaid term thereof, continue to be carried on for ſuch further term as ſhall be agreed upon as aforeſaid, under or ſubject to ſuch or the like rules, regulations, clauſes, ſtipulations and agreements, as are herein contained, including the like agreement for continuing ſuch partnerſhip from time to time as aforeſaid.

Provided always, That it ſhall and may be lawful to and for the partners in the ſaid partnerſhip for the time being, or ſuch of them as ſhall be entitled to ſeven-eighths of the ſaid thirty-two parts or ſhares of or in the ſtock or capital of the ſaid joint trade, on coming to any ſuch agreement for continuing the ſaid partnerſhip for ſuch further term as aforeſaid, to make ſuch additions to, or alterations in the rules, regulations, clauſes, ſtipulations, or agreements for the better conduct and management of the ſaid joint trade or buſineſs, or the concerns thereof, as they ſhall think fit, and entered or teſtified in and by ſome proper deed or inſtrument in writing, under their hands and ſeals, on the back of theſe preſents.

That one part of theſe preſents ſhall be delivered to, and kept by them the ſaid *W. P. J. P.* party to theſe preſents, and *J. F.* and that an atteſted copy ſhall alſo be kept from time to time at the compting-houſe where the books of accompts belonging to the ſaid partnerſhip, for the purpoſe of being inſpected on all ſuitable occaſions by the perſons in any wiſe intereſted, or deſirous of being intereſted or concerned in the ſaid joint trade or buſineſs, and in particular of ſuch perſon or perſons as ſhall be deſirous of purchaſing any of the ſaid ſhares in the ſaid ſtock or capital, in order to ſatisfy themſelves of the terms or conditions on which the ſame is to be carried on, and who ſhall be at liberty, at their own expence or charge reſpectively, to have a copy thereof, and alſo to examine the ſame with theſe preſents, or any other part thereof, the perſon or perſons applying for the production thereof, for the purpoſe aforeſaid, firſt giving fourteen days notice

notice to the ſaid *W. P. J. P.* party to theſe preſents, and the ſaid *J. F.* or ſome of them, his and their executors, adminiſtrators or aſſigns, of his or their deſire to have the ſame ſo produced as aforeſaid.

**Provided always**, that the perſon or perſons who from time to time ſhall become entitled to any ſhare or ſhares of or in the ſaid ſtock or capital of the ſaid joint trade, by ſale and aſſignment thereof from any of the preſent or future partners in the ſaid partnerſhip, or by other the means aforeſaid, ſhall be or be conſidered a partner or partners reſpectively, in reſpect of ſuch ſhare or ſhares for the time or times reſpectively, of acquiring ſuch ſhare or ſhares, under or ſubject to the terms, ſtipulations or agreements therein contained, as effectually to all intents and purpoſes, as if ſuch perſon or perſons had actually joined in or executed theſe preſents.

**Provided always**, that no perſon or perſons whomſoever ſhall be intereſted or concerned as a partner or partners in the ſaid joint trade or buſineſs under, or in conſequence of the purchaſer of any ſhare or ſhares of or in the ſtock or capital thereof, unleſs ſuch ſhare or ſhares ſhall be aſſigned to him or them reſpectively, by ſome deed ſpecifying the true conſideration actually and *bona fide* paid for the ſame, and abſolutely, or without having any condition annexed thereto, and that the ſame ſhall be expreſſed to be aſſigned under, and ſubject to the terms, ſtipulations or agreements herein contained, and that the perſon or perſons by and to whom any ſuch ſhare or ſhares ſhall be reſpectively purchaſed and aſſigned as aforeſaid, and alſo every other perſon and perſons who by any the other means aforeſaid ſhall become entitled to any ſhare or ſhares of or in the ſaid ſtock or capital in the ſaid joint trade, ſhall likewiſe before he, ſhe, or they ſhall be admitted into the ſaid partnerſhip, in reſpect of ſuch ſhare or ſhares, or any of them, ſign or ſubſcribe a memorandum in writing, teſtifying his, her, or their conſent to, or approbation of the ſaid terms, conditions or agreements, and thereby expreſly undertaking or agreeing to be bound or governed thereby, and to pay and perform in reſpect of ſuch ſhare or ſhares reſpectively, the rents, reſervations, covenants, clauſes and agreements, reſerved or contained in any leaſe or leaſes now or hereafter to be procured, of all or any of the meſſuages, mills, buildings, lands or hereditaments, for the purpoſe of carrying on the ſaid joint trade or buſineſs, in proportion to ſuch ſhare or ſhares reſpectively, and who in reſpect thereof ſhall be entitled to the benefits to ariſe therefrom in the proportions aforeſaid, and that the perſons to, or in whoſe names ſuch leaſe or leaſes hath or have been, or ſhall hereafter be procured, ſhall declare the truſt thereof accordingly, by ſome writing under his or their hand or hands, or otherwiſe.

**Provided always**, that every leaſe or leaſes hereafter to be procured as aforeſaid, ſhall be taken or made to be in the names of the partners of the ſaid partnerſhip, not being more than five in number, and if more than five, in the names of the committee thereof.

**Provided always**, that after the firſt ſale of any of the ſaid thirty-two ſhares of or in the ſaid ſtock or capital in the ſaid trade, the ſhare ſo ſold ſhall not again be ſold or diſpoſed of, unleſs the party or parties deſirous of ſettling or diſpoſing of the ſame ſhall give fourteen days notice in writing of ſuch his intention or deſire to the partners in the ſaid partnerſhip for the time being, if not exceeding five in number, and if more than five, the committee thereof, or to the head clerk or agent having the principal care or management of the ſaid buſineſs, ſpecifying the name or names, and place or places of reſidence of the propoſed purchaſer or purchaſers thereof, together with the price propoſed to be actually taken or given for the ſame, to the intent in particular that ſome or one of the other partner or partners may be at liberty to purchaſe the ſame, in preference to ſuch propoſed purchaſer or purchaſers, if he or they ſhall think fit, and in that caſe none of the partners for the time being, ſhall, within the ſpace of the ſaid fourteen days, or of ——— days afterwards, agree to give the purchaſe-money for the ſame mentioned in ſuch notice, the partner or partners ſo propoſing to ſell to ſuch propoſed purchaſer or purchaſers as aforeſaid, ſhall be at liberty ſo to do, but not to any other perſon or perſons without giving freſh notice in manner and for the purpoſe aforeſaid, and ſubject to the terms herein before mentioned.

**Provided alſo**, that every ſale to be made of any ſhare or ſhares of the ſtock or capital of the ſaid joint trade to be made, or take place after ſuch firſt ſale thereof reſpectively as aforeſaid, and the aſſignment thereof ſhall be invalid or totally ineffectual, unleſs made at a meeting of the partners for the time being, or a committee thereof, called the committee meeting.

**Provided alſo**, that if after the giving of any ſuch notice with reſpect to the ſale or diſpoſition of any of the ſhares of the ſaid ſtock or capital of the ſaid joint trade, any of the partners in the ſaid partnerſhip for the time being, ſhall be deſirous of purchaſing the ſame at the price ſpecified in ſuch notice, and ſhall within the time herein before in this behalf mentioned, tender or offer to pay the ſame to the perſon or perſons by whom the ſame ſhall be propoſed to be ſold; and if he, ſhe or they ſhall refuſe to accept the ſame, the ſhare or ſhares of or in reſpect of which ſuch price ſhall be ſo tendered or offered to be paid, ſhall in ſuch caſe, and alſo in caſe ſuch perſon or perſons ſhall keep out of the way to avoid ſuch tender belonging to the partner or partners making or offering to make the ſame as aforeſaid, and without any ſatisfaction or account to be made or given for the ſame, and that ſuch perſon or perſons ſhall from thenceforth be conſidered as a partner or partners in reſpect thereof.

**Provided always**, that the perſon or perſons ſo becoming a partner or partners in reſpect of ſuch ſhare or ſhares as aforeſaid, his, her or their heirs, executors or adminiſtrators, ſhall from the time of his, her or their becoming ſuch partner or partners as aforeſaid, well and ſufficiently ſave, keep harmleſs and indemnified the perſon or perſons to whom ſuch ſhare or ſhares ſo belonged as aforeſaid, from and againſt all debts whatſoever, to be afterwards contracted by the ſaid partnerſhip, or on account thereof, and all actions and ſuits, coſts, charges, damages and expences whatſoever on account thereof, or otherwiſe relating thereto.

**That** for the better government or ordering of the affairs of the ſaid partnerſhip, the partners therein for the time being, until they ſhall exceed five in number, ſhall meet and act as and in the nature of a committee on the 24th day of June annually, and that when ſuch partners ſhall exceed five in number, ſuch committee of five ſhall be choſen by them on the 24th day of June then next following, by the partners preſent at ſuch meeting, or a majority of votes of ſuch partners, each of ſuch partners having more than one thirty-ſecond part of or in the ſtock or capital in the ſaid trade or buſineſs being admitted to give a vote for or in reſpect of each part or ſhare to which he ſhall be entitled, and that the committee ſo to be choſen as aforeſaid, ſhall from thenceforth have the management or direction of the affairs of the ſaid partnerſhip until the 24th day of June then next following, at which time, not being on a Sunday, and if otherwiſe, on

the day following, a new committee, if there ſhall then be a competent number of partners for that purpoſe, ſhall be choſen in like manner for the purpoſe aforeſaid. And ſo from time to time during the ſaid partnerſhip.

**Provided always** that if at any time during the ſaid partnerſhip, and after the choice or appointment of any ſuch committee as aforeſaid, ſuch committee ſhall be reduced to leſs than five in number, or there ſhall not be a competent number of partners to form ſuch committee, the buſineſs or affairs of the ſaid partnerſhip ſhall be managed by or under the orders or directions of the partners in the ſaid partnerſhip for the time being, being five only, or leſs than that number as or in the nature of a committee as aforeſaid, until the choice or nomination of a new committee of five on the 24th day of June, for the time being.

**That** ſuch committee or partners acting as or in the nature of a committee as the caſe ſhall be, ſhall meet on Tueſday in every fortnight during the ſaid partnerſhip at the compting-houſe in F. aforeſaid, or at ſuch other convenient place as ſhall be agreed upon for the purpoſe of examining the accounts to be kept by the clerk or clerks to be employed in the ſaid trade or buſineſs, and of receiving reports relating to the buſineſs or affairs, and of inſpecting and examining the manner in which the ſaid joint trade or buſineſs hath been carried on between the times of ſuch reſpective meetings, and alſo for the purpoſe of giving or iſſuing ſuch freſh orders or directions with reſpect to the affairs or buſineſs relating to the ſaid partnerſhip to be done or tranſacted before every next or ſucceeding meeting, as to them ſhall ſeem reaſonable or neceſſary, or for the benefit or advantage of the ſaid joint trade.

**That** at any ſuch meeting the committee or partners acting as or in the nature of a committee ſhall be at liberty to compound any debt or debts due to the ſaid partnerſhip from any perſon or perſons who ſhall happen to fail in his, her or their circumſtances, or become inſolvent at any public or other meeting of the creditors of ſuch perſon or perſons reſpectively for that purpoſe, or otherwiſe, as neceſſity ſhall require; and that in caſe any of the partners in the ſaid partnerſhip for the time being, otherwiſe than as aforeſaid, ſhall compound any debt or debts, or any other debt or debts due or owing to the ſaid partnerſhip, unleſs in caſes of abſolute neceſſity, and where the partnerſhip might evidently be otherwiſe prejudiced, ſuch partner or partners ſhall be anſwerable to the ſaid partnerſhip for the whole of ſuch debt or debts reſpectively in like manner, as if the ſame had been actually received by him or them reſpectively.

**Provided always**, that the committee, or partners acting as or in the nature of a committee as aforeſaid, ſhall be at liberty from time to time at any ſuch meeting to adjourn the ſame for any longer or ſhorter time than a fortnight, according to the exigency of the affairs of the ſaid partnerſhip; and that at every ſuch meeting, either by adjournment or at the time hereby appointed for the ſame, the orders or directions to be given thereat by the ſaid committee, or partners acting in the nature of the committee, or ſuch of them as ſhall be then preſent, ſhall be a good or ſufficient authority to the head clerk or perſon having the care of the affairs of the ſaid buſineſs between the times of ſuch meetings reſpectively, to act in or touching the premiſes, and if it ſhall happen that none of the ſaid committee, or perſons acting as or in the nature of a committee, ſhall be preſent at any of ſuch meetings, the head clerk or perſon having the care of the ſaid buſineſs ſhall, until the next or ſucceeding meeting, be at liberty to act in the premiſes in ſuch manner as he alone ſhall think moſt neceſſary, or for the benefit or advantage of the ſaid partnerſhip.

**That** every ſuch meeting ſhall continue open from the hour herein before appointed, till the hour of one in the afternoon of the ſame day, and no longer, unleſs the urgency of the affairs of the ſaid partnerſhip ſhall require the ſame, and that every member of the ſaid committee, or perſon acting as or in the nature of a committee-man as aforeſaid, who ſhall conſtantly attend at ſuch meeting during the time aforeſaid, ſhall be paid or entitled to receive out of the ſtock or capital of the ſaid trade the ſum of ten ſhillings, as a recompence or conſideration for or in reſpect of ſuch his attendance.

**That** the ſaid ſeveral orders, directions and proceedings to be from time to time had and made with reſpect to the buſineſs and affairs of the ſaid partnerſhip, together with the adjournment of any ſuch meeting as aforeſaid, ſhall be regularly and fairly entered in a book to be kept for that purpoſe, and ſigned by ſuch committee, or perſons acting as or in the nature of a committee as aforeſaid, or ſuch of them as ſhall be preſent at ſuch meeting reſpectively.

**Provided always**, that in caſe none of ſuch perſons ſhall attend at any of the ſaid meetings, the clerk or perſon having the care of the ſaid buſineſs in their abſence, ſhall make an entry in ſuch book with reſpect to ſuch non-attendance, and appointing a meeting on that day fortnight.

**Provided always**, that ——— notice in writing of any other meeting to be had touching the affairs of the ſaid partnerſhip, at any other time, or in any other manner, than as aforeſaid, ſpecifying the place, time and purpoſe or purpoſes thereof, and ſigned by the ſaid committee, or perſons acting as or in the nature of a committee, or the major part of them, or by ſuch head clerk or agent as aforeſaid, by their orders or directions, ſhall be ſent or delivered to the reſt of the partners of the ſaid partnerſhip for the time being, or left for them reſpectively at his, her or their reſpective place or places of abode, and that the buſineſs or affairs to be done or tranſacted at any ſuch meeting without ſuch notice as aforeſaid, ſhall not be valid or effectual.

**Provided alſo**, that every of the ſaid proprietors having two or more ſuch thirty-ſecond parts or ſhares of or in the ſaid ſtock or capital as aforeſaid, ſhall be at liberty in all caſes where voting is neceſſary, to have or be entitled to have a vote for or in reſpect of every ſuch ſhare, and ſhall together with any of the ſaid partners, having or being entitled to one of ſuch ſhares only, be at liberty to be repreſented by proxy upon all neceſſary occaſions in or touching any of the affairs of or relating to the ſaid partnerſhip, and that what ſhall be done by ſuch proxy ſhall with reſpect to ſuch partner or partners, as aforeſaid, be as effectual as if ſuch partner or partners, reſpectively appointing ſuch proxy, had been actually preſent or done the ſame.

**And** in regard the ſaid *W. P. P. J.* party to theſe preſents, and *J. F.* have entered into an agreement in writing with the ſaid *J. P.* the father, for the purchaſe of his reverſionary eſtate and intereſt of and in the premiſes ſo leaſed or agreed to be leaſed by him as aforeſaid, at the end of the firſt thirteen years of the ſaid partnerſhip term, at or for the price of ——— for the better eſtabliſhing not only the ſaid preſent, but alſo every ſuch future partnerſhip as aforeſaid; and to promote the intereſt thereof, that ſuch price or conſideration therefore, together with the coſts and charges neceſſarily attending the carrying of the ſaid purchaſe into execution, ſhall be made up or paid by the partners of the ſaid partnerſhip at the end of the ſaid thirteen years (at which time ſuch purchaſe is to be completed) according to their reſpective ſhares of or in the ſaid ſtock or capital, and who on account thereof ſhall reſpectively be entitled to a proportionable part or ſhare of the

benefit

benefit to ariſe therefrom, and which ſhall from thenceforth be conſidered as an addition to or part of the the ſaid ſtock, and annexed to the ſhare or ſhares of ſuch partners reſpectively of or in the ſame, and ſhall not be ſold, aſſigned or diſpoſed of otherwiſe than as a ſure neceſſary incident thereto, and inſeparable therefrom, during the continuance of the ſaid preſent or any future partnerſhip as aforeſaid.

**That** upon or after the payment of the ſaid purchaſe money, the neceſſary conveyance of ſuch reverſionary eſtate or intereſt of or in the premiſes reſpectively, ſhall be made to or in the names of ſuch three of the partners of the ſaid partnerſhip for the time being, as ſhall be agreed upon by a majority of the partners of the ſaid partnerſhip preſent at the annual meeting next before the expiration of the ſaid thirteen years, in truſt for themſelves, if they ſhall have then contributed or paid their reſpective ſhares of the ſaid purchaſe money, coſts and charges as aforeſaid, and the reſt of ſuch partners who ſhall have likewiſe contributed or paid their reſpective ſhares of ſuch purchaſe money, coſts and charges as aforeſaid, and other the future partners of the ſaid partnerſhip for the time being, in proportion to their reſpective ſhares of or in the ſaid ſtock or capital of the ſaid joint trade as aforeſaid, and which ſhall be ſo declared by ſome deed or inſtrument in writing, to be ſigned or executed by ſuch three perſons, either on the back of ſuch conveyance or conveyances reſpectively, or ſome of them, or otherwiſe.

**Provided always**, that if after the end of the ſaid thirteen years, any of the then partners in the ſaid partnerſhip for the time being, ſhall neglect or refuſe to pay or contribute his or their ſhare or ſhares reſpectively of the ſaid purchaſe money, coſts and charges to the committee, or perſons acting as or in the nature of a committee as aforeſaid, or to ſuch perſon as they, or the major part of them by writing under their hands, ſhall authorize or appoint to receive the ſame by the ſpace of ——— days next after a demand ſhall be made thereof in writing, to be given or delivered to ſuch perſon or perſons reſpectively, or to be left at his, her or their reſpective place or places of abode, the perſon or perſons ſo neglecting or refuſing as aforeſaid, ſhall from thenceforth be utterly excluded from the ſaid partnerſhip, and ſhall forfeit ſuch ſhare or ſhares as he ſhall then have or be entitled to, of or in the ſaid ſtock or capital in the ſaid trade or buſineſs, for or towards the making good of ſuch part of the ſaid purchaſe money, coſts and charges as aforeſaid, as ought ſo to have been paid or advanced by him or them reſpectively as aforeſaid; and that the committee, or perſons acting as or in the nature of a committee, as aforeſaid, ſhall be at liberty to ſell or diſpoſe of the ſame accordingly, under or ſubject to the terms, ſtipulations or agreements herein contained, rendering the overplus, to ariſe by ſuch ſale or diſpoſition, after anſwering the purpoſes aforeſaid, and the neceſſary incidental expences to the perſon or perſons ſo forfeiting ſuch ſhare or ſhares reſpectively, as aforeſaid, his, her or their reſpective executors, adminiſtrators or aſſigns.

**That** the ſaid agreement for the ſaid purchaſe, and the conveyance or conveyances ſo to be made in conſequence thereof, and all other deeds and writings relating to the title to the ſaid purchaſed premiſes, ſhall after the completion of the ſaid purchaſe be kept or depoſited in a box or cheſt of wood or iron, with three locks thereto at the leaſt, or ſuch other number of locks as ſhall be agreed upon, not exceeding five, and ſhall be kept therein in the compting-houſe in F. aforeſaid, or ſuch other houſe or place as ſhall be agreed upon by the perſons holding a majority of ſhares of or in the ſaid ſtock or capital of the ſaid joint trade, and that the keys of ſuch locks ſhall be kept in the hands of the committee, or perſons acting as or in the nature of a committee, or by them and ſuch other partner or partners in the ſaid partnerſhip for the time being, as they ſhall think proper to entruſt therewith.

**Provided always**, that the ſaid *W. P. J. P.* party to theſe preſents, and *J. F.* reſpectively, ſo long as they ſhall reſpectively be or continue partners in the ſaid trade or buſineſs, and alſo ſuch perſon or perſons as ſhall become entitled to any of ſuch ſhares, by, from or under them reſpectively, not exceeding three in number, ſhall be entitled to keep one of ſuch keys, any thing herein contained to the contrary notwithſtanding.

**In Witneſs**, &c.

*{Newnam.}*

# COLLATERAL SECURITIES.

*Counter Security to Truſtees, to ſecure a Purchaſer of other Houſes againſt Annuities charged on the purchaſed Premiſes.*

THIS Indenture Quadrupartite, made, &c. Between *E. A.* of, &c. grandſon and heir of *E. A.* of, &c. deceaſed, and *J.* the wife of the ſaid *E. A.* party to theſe preſents, of the firſt part, *A. B.* of, &c. widow, *W. W.* of, &c. and *E. B.* of, &c. of the ſecond part, *M. B.* of, &c. widow, late the wife of *F. B.* late of, &c. deceaſed, and formerly the wife of *E. A.* deceaſed, late father of the ſaid *E. A.* party to theſe preſents, of the third part, and *A.* and *B.* of the fourth part. Whereas the ſaid *E. A.* the grandfather, deceaſed, by his laſt will, &c. Did *(among other things)* give, &c. unto the ſaid *M. B.* by the name of his daughter *M. A.* the late wife of his ſon *E. B.* deceaſed, the annual ſum or rent-charge of twenty pounds of, &c. for and during the term of her natural life, to be yearly ariſing, iſſuing and payable out of the meſſuages and hereditaments herein by theſe preſents granted and releaſed, *(among other things)* and to be paid at ſuch days and in ſuch manner as therein in that behalf is limited and appointed: And whereas the ſaid teſtator did alſo by his ſaid will give and bequeath to the miniſter of the New Chapel in, &c. and his ſucceſſors for the time being, miniſters of the New Chapel, twenty ſhillings of, &c. to be paid by his executor or executors, their heirs, executors or adminiſtrators, yearly and every year, to the ſaid miniſter for the time being, to preach a lecture or ſermon on Thurſday next following the day of the teſtator's deceaſe in every year: And whereas the ſaid teſtator did likewiſe by his ſaid will give and bequeath unto the Maſter, Wardens and Commonalty of the Company or Incorporation of Shipwrights, to diſtribute among the poor members of the ſaid Incoporation, from time to time, according to the direction of the ſaid Maſter and Wardens, the ſum of five pounds of, &c. to be yearly for ever iſſuing out of the ſaid meſſuages and hereditaments herein by theſe preſents granted and releaſed, *(among other things)* payable half yearly; Subject nevertheleſs to a proviſo therein contained, that if the ſaid Incoporation ſhall be diſſolved at any time then after, or if by the ſpace of two years together they ſhall omit to keep their quarterly meetings, then the ſaid bequeſt ſhall be void, as by, &c. And whereas the ſaid Incorporation of Shipwrights have not kept their quarterly meetings, but have omitted the ſame by the ſpace of two years together, and upwards, by reaſon whereof the ſaid rent-charge of five pounds *per annum*, ſo deviſed to them as aforeſaid, is determined and become void: And whereas the ſaid *M. B.* hath joined with the ſaid *E. A.* party to theſe preſents, and others, in conveyance of ſome of the ſaid meſſuages, with the appurtenances, charged with ſuch yearly payments as aforeſaid, by the ſaid teſtator's will unto *W. C.* and *M.* his wife, and the heirs of the ſaid *W. C.* And whereas it is agreed that ſuch part of the meſſuages or tenements and lands deviſed by the ſaid laſt will of the ſaid teſtator unto the ſaid *E. A.* party to theſe preſents, and by them and others ſold and conveyed as aforeſaid unto the ſaid *W. C.* and *M.* his wife, and his heirs, ſhould for ever hereafter be freed and diſcharged from, and indemnified and ſaved harmleſs againſt the ſaid twenty ſhillings *per annum*, ſo deviſed to the miniſter of N. C. and his ſucceſſors as aforeſaid, and againſt all pretenſions of the ſaid rent-charges or yearly payments of twenty ſhillings *per annum*, and five pounds *per annum*, ſo deviſed as aforeſaid, or either of them: Now this Indenture witneſſeth, that to the intent fully to ſecure the ſaid yearly payment of the ſaid twenty ſhillings *per annum* unto the Miniſter of New Chapel in S. aforeſaid, and his ſucceſſors, As alſo the ſaid rent-charge of twenty pounds *per annum* to the ſaid *M. B.* for and during the term of her natural life, and for the indemnifying and ſaving harmleſs as well the ſaid *W. C.* and *M.* his wife, and the heirs and aſſigns of the ſaid *W. C.* and the meſſuages ſo purchaſed by the ſaid *W. C.* and *M.* his wife, as aforeſaid, as alſo all other the meſſuages or tenements, lands and hereditaments, deviſed by the laſt will of the ſaid *E. A.* the grandfather, deceaſed, from and againſt all annual payments, charges and incumbrances wherewith the ſaid meſſuages and premiſes, or any of them, are charged or loaded by the ſaid laſt will of the ſaid *E. A.* the grandfather, deceaſed; And for and in conſideration of the ſum of five ſhillings of, &c. to to the ſaid *E. A.* party to theſe preſents, and *J.* his wife, *A. B. W. W. E. B.* and *M. B.* in hand, &c. the receipt, &c. they the ſaid *E. A.* party to theſe preſents, and *J.* his wife, *A. B.* and *M. B.* and alſo the ſaid *W. W.* and *E. B.* by the direction and appointment of the ſaid *A. B.* (teſtified by her ſealing and delivery hereof) Have bargained, ſold, remiſed, releaſed, infeoffed, aliened and confirmed, and by, &c. Do, and each of them, the ſaid *E. A.* (party to theſe preſents,) and *J.* his wife, *A. B. M. B. W. W.* and *E. B.* Doth (by indenture bearing date the day next before the day of the date of theſe preſents, commencing from the day next before the day of the date thereof, in conſideration of five ſhillings therein mentioned, and by force and virtue of the ſtatute made for transferring of uſes into poſſeſſion) bargain, &c. to *A.* and *B.* and to their heirs, All that meſſuage, &c. and the reverſion, &c. and alſo all the eſtate, &c. of them the ſaid *E. A.* party to theſe preſents, and *J.* his wife, *A. B.* &c. of, in and unto the ſaid, &c. and every part, &c. and alſo all deeds, &c. To have and to hold the ſaid meſſuage, &c. hereby granted or releaſed, or mentioned, &c. and every part, &c. with their and every of their rights, &c. unto the ſaid *A.* and *B.* their heirs and aſſigns, to the only proper uſe and behoof of the ſaid *A.* and *B.* their heirs and aſſigns for ever; In Truſt nevertheleſs to and for the ſeveral intents and purpoſes herein after declared and expreſſed, that is to ſay, Upon Special Truſt and confidence that they the ſaid *A.* and *B.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall and will from time to time, and at all times hereafter, out of the rents,

Recital of a will.

Conſideration.

Releaſe.

Premiſes.

Habendum.

Truſt.

rents, iſſues and profits of the ſaid meſſuages or tenements, hereditaments and premiſes hereby granted and releaſed, or mentioned to be granted and releaſed, in the firſt place pay, ſatisfy and diſcharge to the miniſter of New Chapel in S. aforeſaid, for the time being, and his ſucceſſors for ever, the ſaid yearly rent or ſum of twenty ſhillings, in ſatisfaction of the ſaid yearly rent or ſum of twenty ſhillings, ſo deviſed to him or them by the ſaid teſtator's will as aforeſaid; and in the next place ſhall and will pay and ſatisfy unto the ſaid *M. B.* or her aſſigns, for and during the term of her natural life, the yearly rent-charge or ſum of twenty pounds, in full diſcharge and ſatisfaction of the ſaid yearly rent or ſum of twenty pounds, ſo deviſed to her by the ſaid teſtator's will as aforeſaid: **And upon further Truſt** and confidence, that they the ſaid *A.* and *B.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall from time to time, and at all times hereafter, ſave harmleſs and keep indemnified the ſaid *W. M.* and *M.* his wife, and the heirs and aſſigns of the ſaid *W. C.* and the meſſuages, or tenements and hereditaments ſo purchaſed by the ſaid *W. C.* and *M.* his wife, as aforeſaid, and all other the meſſuages, lands, tenements and hereditaments, charged by the ſaid laſt will by the ſaid *E. A.* deceaſed, with the payment of the ſaid yearly rent or ſums of money whatſoever, (other than the meſſuages or tenements, hereditaments and premiſes hereby granted or releaſed, or mentioned to be granted or releaſed) of and from the payment of the ſaid ſeveral and reſpective yearly rents or ſums of twenty ſhillings and twenty pounds, and of and from all other annual payments, rents and incumbrances whatſoever, wherewith the ſaid meſſuages or premiſes ſo purchaſed by the ſaid *W. C.* and *M.* his wife, as aforeſaid, or any part thereof, are or is charged or incumbered by the ſaid laſt will of the ſaid *E. A.* the grandfather, deceaſed; **And** as to the ſurplus of the ſaid yearly rents and profits of the ſaid meſſuages hereby granted or releaſed, from and after ſuch reſpective payments of the ſaid yearly ſums of twenty ſhillings and twenty pounds, ſo to be made as aforeſaid, and ſubject to ſuch indemnifications as aforeſaid, **Upon ſpecial Truſt and Confidence**, that they the ſaid *A.* and *B.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall from time to time ſtand ſeiſed and poſſeſſed of ſuch ſurplus of the ſaid yearly iſſues and profits ariſing from the ſame premiſes, **In Truſt** for the ſaid *E. A.* party to theſe preſents, his heirs and aſſigns; **Subject nevertheleſs** after ſuch indemnification ſo made as aforeſaid, to a certain mortgage made by the ſaid *E. A.* party to theſe preſents, of the premiſes hereby granted and releaſed (among other things) unto *C. D.* of L. Eſquire, by indenture bearing date, *&c.* and made or mentioned to be made between the ſaid *E. A.* party to theſe preſents, of the one part, and the ſaid *D. E.* of the other part, and aſſigned by the ſaid *D. E.* unto the ſaid Sir *W. P.* late of, *&c.* deceaſed, by indenture bearing date, *&c.* and made, *&c.* and ſubject likewiſe to another mortgage made by the ſaid *E. A. &c.* unto or in truſt for the ſaid *A. B.* of the premiſes hereby granted and releaſed (among other things) by indenture bearing date, *&c.* made, *&c. E. A.* party to theſe preſents, covenants that he and his wife, and all the other grantors, will levy a fine which ſhall enure to and for the only uſe and behoof of the ſaid *A.* and *B.* their heirs and aſſigns for ever; **Subject nevertheleſs** to the ſeveral and reſpective truſts and annual payments, and to the intents and purpoſes herein before declared, of, for, touching and concerning the ſame premiſes, and to or for no other uſe, intent or purpoſe whatſoever; articles, covenants and incumbrances, and for further aſſurance; proviſo that the truſtees ſhall be liable for no more than they receive, nor one anſwerable for the other; and a proviſo that the truſtees may in the firſt place deduct their own charges out of the profits, *&c.* **In Witneſs, &c.**

Subject, &c.

Peruſed by *William Peere Williams*,
And Mr. *Phipps*.

## *A Collateral Security by Aſſignment of a Moiety of an Annuity on a Mortgage of Copyhold.*

**To all, &c.** *M. H.* of, *&c.* and *E.* his wife, ſend greeting. **Whereas** *G. B.* late of, *&c.* deceaſed, did by his will, bearing date, *&c.* amongſt other things, give and bequeath unto the ſaid *E.* by the name of *E. B.* the then wife of *J. B.* during her natural life, one annuity or yearly ſum of two hundred pounds, to begin and commence immediately after the deceaſe of *S. B.* the mother of the ſaid teſtator, and to be iſſuing and payable out of all the intereſt, profits and dividends of the ſaid teſtator's ſtock in the Bank of England, and to be paid by half-yearly payments, at the feaſt-days of, *&c.* by equal portions, free, *&c.* which ſaid *S. B.* the mother of the ſaid teſtator, is ſince dead, whereby the ſaid *E.* is become entitled to the ſaid annuity of two hundred pounds *per annum*, and ſhe and the ſaid *M. H.* do now enjoy the ſame accordingly: **And whereas** the ſaid *M. H.* has by ſurrender, bearing even date with theſe preſents, ſurrendered divers copyhold lands and tenements, lying and being in the manor of *F.* to the uſe and behoof of *C. P.* of, *&c.* conditioned for the repayment of two thouſand pounds, and intereſt to the ſaid *C. P.* at a day in the ſaid ſurrender mentioned, as by, *&c.* relation, *&c.* **Now know all Men by theſe Preſents**, That for and in conſideration of the ſaid ſum of two thouſand pounds to him the ſaid *M. H.* in hand paid by the ſaid *C. P.* at, *&c.* the receipt, *&c.* and for a collateral ſecurity for the more perfect ſecuring the ſaid ſum of two thouſand pounds, and intereſt, the ſaid *M. H.* and *E.* his wife, **Do** by theſe preſents aſſign and ſet over unto the ſaid *C. P.* her executors, adminiſtrators and aſſigns, **One Moiety** of the ſaid annuity, or the yearly ſum of one hundred pounds, for and during the natural life of the ſaid *E.* to be paid unto the ſaid *C. P.* her executors, adminiſtrators or aſſigns, out of the ſaid annuity, or yearly ſum of two hundred pounds, ſo given and bequeathed unto the ſaid *E.* by the will of the ſaid *G. B.* as aforeſaid; **And the ſaid** *M. H.* and *E.* his wife, do hereby conſtitute, *&c.* the ſaid *C. P.* to be their true and lawful attorney, to aſk, ſue for and receive the ſaid ſum of one hundred pounds a year, and in her own name to give receipts and diſcharges for the ſame, to the perſon or perſons who by the will of the ſaid *G. B.* ſhould or ought to pay the ſame, and whatſoever the ſaid *C. F.* ſhall do in the premiſes, the ſaid *M. H.* and *E.* his wife, do hereby ratify, and confirm and allow, as fully and amply, as if they or either of them were preſent, or did the ſame in their own proper perſon or perſons; **And the ſaid** *M. H.* doth for himſelf, *&c.* hereby covenant, grant and agree, to and with the ſaid *C. P.* her, *&c.* that neither he nor the ſaid *E.* nor either of them, ſhall revoke or alter this grant or power by theſe preſents granted or made, until he or they, or one of them, ſhall have fully paid and ſatisfied unto the ſaid *C. P.* her, *&c.* the ſaid ſum of two thouſand pounds, with lawful intereſt for the ſame. **In Witneſs, &c.**

Recitals.

Bequeſt of annuity.

Mortgage of copyhold.

Conſideration.

Aſſignment of annuity.

Letter of attorney.

*Collateral Security from one Executor to another, whereby the one covenants that a Mortgage made to him in his own Right ſhall ſtand charged with the Payment of an Annuity and Legacies to the other.*

Recitals, Will.

THIS Indenture, made, &c. Between *R. B.* of, &c. (one of the executors of the laſt will and teſtament of *P. S.* late of, &c. deceaſed) of the one part, and *K. S.* of, &c. (widow and relict of the ſaid *P. S.* and alſo another of the executors of his laſt will and teſtament) of the other part. Whereas the ſaid *P. S.* by his laſt will, &c. bearing date, &c. Did *(amongſt other things)* give and bequeath unto the ſaid *K.* the yearly ſum of one hundred pounds, over and above all taxes, to be paid by half-yearly payments, out of all and ſingular his perſonal eſtate, and did alſo give unto the ſaid *K.* the ſum of five hundred pounds of, &c. to be paid to her within ſix months after his deceaſe, and alſo the ſum of two hundred pounds over and above the ſaid ſum of five hundred pounds, and payable unto her as aforeſaid, and of his ſaid laſt will and teſtament did make and conſtitute the ſaid *C.* and the ſaid *R. B.* and *A.* his wife, (daughter of the ſaid *P. S.*) executors, as by, &c. And whereas a ſum of five thouſand pounds principal money, which was formerly lent by the ſaid *P. S.* at intereſt upon ſeveral manors, &c. late the eſtate of *C. D.* late of, &c. deceaſed, and all arrears of intereſt of the ſame ſum, have been lately received by the ſaid *R. B.* as executor, or one of the executors of the ſaid *P. S.*

Mortgage money received by R. B. as executor.

A mortgage to R. B. in his own right.

And whereas by an indenture bearing date the day next before the day of the date of theſe preſents, and made, or, &c. between the Honourable *L. D.* of, &c. *J. B.* of, &c. *J. S.* of, &c. and *T. O.* of, &c. of the one part, and the ſaid *R. B.* (by the name of, &c.) Sir *T. B.* Knight, one of the Barons of his Majeſty's Honourable Court of Exchequer at Weſtminſter, *R. E.* of, &c. and *J. B.* &c. of the other part, (reciting as therein is recited) in conſideration of the ſum of five thouſand pounds then lent and paid to the ſaid *L. D.* by the ſaid *R. B.* as therein is mentioned, and for other conſiderations therein mentioned, the ſeveral manors and lordſhips of, &c. and divers meſſuages, &c. lying, &c. are and ſtand granted, bargained, ſold, demiſed and to farm letten unto the ſaid *R. B.* his, &c. for a term of five hundred years therein mentioned, and ſeveral of the ſaid meſſuages, &c. are and ſtand reſpectively bargained, ſold, aſſigned and ſet over unto the ſaid Sir *T. B. R. E.* and *J. B.* their, &c. reſpectively, for ſeveral terms and eſtates in the ſame indenture reſpectively mentioned. In Truſt for the ſaid *R. B.* his executors, adminiſtrators and aſſigns; Subject nevertheleſs to an equity of redemption in the ſaid *L. D.* his executors, adminiſtrators or aſſigns, upon payment by him, them, or any of them, unto the ſaid *R. B.* his, &c. of the ſum of five thouſand two hundred and fifty pounds, upon certain days therein mentioned for payment thereof, as by, &c. And whereas all arrears of the ſaid yearly ſum of one hundred pounds, and all intereſt money due for the ſaid ſeveral ſums of five hundred pounds, and two hundred pounds, given to the ſaid *K. S.* as aforeſaid, hath been paid and ſatisfied to her to the day of the date of theſe preſents: Now this Indenture witneſſeth, that the ſaid *R. B.* for himſelf, his, &c. doth covenant, promiſe, declare and agree to and with the ſaid *K. S.* her executors, adminiſtrators and aſſigns by theſe preſents, in manner and form following, (that is to ſay) That the ſaid recited indenture of mortgage, and the ſeveral terms and eſtates thereby reſpectively demiſed and aſſigned unto and in truſt for the ſaid *R. B.* as aforeſaid, and all other ſecurities for the ſaid principal ſum of five thouſand pounds, lent and paid by the ſaid *R. B.* as aforeſaid, ſhall from henceforth remain and be a ſecurity for the payment of the ſaid yearly ſum of one hundred pounds unto the ſaid *K. S.* or her aſſigns, for and during the term of her natural life, by half-yearly payments, free and clear of and from all taxes, according to the true intent and meaning of the ſaid laſt will and teſtament of the ſaid *P. S.* And alſo as a ſecurity for the payment to the ſaid *K. S.* her executors, adminiſtrators or aſſigns, of the ſaid ſum of five hundred pounds, and two hundred pounds, making together the ſum of ſeven hundred pounds, given to her the ſaid *K. S.* by the ſaid laſt will and teſtament, and alſo intereſt thereof from henceforth after the rate of five pounds *per cent. per annum*, at the end of every ſix months ſucceſſively, until the ſame ſum of ſeven hundred pounds ſhall be paid unto the ſaid *K. S.* her executors, adminiſtrators or aſſigns; And alſo as a ſecurity for the indemnifying and ſaving harmleſs the ſaid *K. S.* her heirs, executors and adminiſtrators, and her and their lands, tenements and hereditaments, goods and chattels, of, from and againſt all ſuch coſts, charges, damages and expences, which ſhe, they or any of them ſhall or may bear, ſuſtain or be put unto for or by reaſon of any debts owing by the ſaid *P. S.* at the time of his deceaſe, or any the legacies given by his ſaid laſt will and teſtament, or for or by reaſon of her being one of the executors of the ſame will, or for or by reaſon of any act, matter, or thing made, done or ſuffered, or to be made, done or ſuffered by the ſaid *R. B.* touching or concerning the ſaid executorſhip, or the eſtate real or perſonal of the ſaid *P. S.* And the ſaid *R. B.* doth further covenant, &c. to and with the ſaid *K. S.* her, &c. by, &c. that he the ſaid *R. B.* his, &c. ſhall not nor will during the natural life of the ſaid *K. S.* aſſign or transfer, or direct, conſent or agree to the aſſigning or transferring of the ſaid recited indenture of mortgage, or any other ſecurity or ſecurities for the ſaid ſum of five thouſand pounds, principal money lent and paid by him the ſaid *R. B.* as aforeſaid, or any of them, or receive or take in all or any part of the ſame five thouſand pounds, without the conſent in writing under the hand of the ſaid *K. S.* for ſo doing firſt had and obtained, unleſs compelled by ſome court of law or equity: And is hereby declared and agreed by and between the ſaid parties to theſe preſents as follows, *viz.* That if the ſaid recited indenture of mortgage, and all and every other ſecurity and ſecurities for the ſaid five thouſand pounds, principal money lent and paid by the ſaid *R. B.* as aforeſaid, and are hereby agreed to be and remain a ſecurity to the ſaid *K. S.* as aforeſaid, and all the intereſt due thereon, ſhall be paid off and diſcharged according to the proviſo therein contained, that then and in ſuch caſe the ſaid ſum of five thouſand pounds, lent and paid as aforeſaid, ſhall be received by the ſaid Sir *T. B.* his executors or adminiſtrators, or by ſuch other perſon or perſons as ſhe the ſaid *H. S.* her executors or adminiſtrators, and the ſaid *R. B.* his executors or adminiſtrators, ſhall agree the ſame five thouſand pounds ſhall be paid to, to the intent the ſaid ſum of five thouſand pounds, lent and paid as aforeſaid, after ſuch paying in and until the payment to the ſaid *K. S.* her executors, adminiſtrators and aſſigns, of all ſuch monies for which the ſaid recited indenture of mortgage, and other ſecurity or ſecurities for the ſaid five thouſand pounds, lent and paid as aforeſaid, are hereby agreed to be and remain a ſecurity, ſhall and may from time to time, either entirely or in parcels, be placed out at intereſt upon ſome land or other ſecurity or ſecurities, to be approved of by the ſaid *K. S.* her executors or adminiſtrators, and the ſaid *R. B.* his executors or adminiſtrators, and to be taken in the name or names of the ſaid Sir *T. B.* his executors or adminiſtrators, or ſuch perſon or perſons to whom the ſame five thouſand

Arrears and intereſt paid K. for her monies, Covenant that the mortgage to R. B. to ſtand as a ſecurity to K. S. for the payment of her annuity of 100l. per annum, and of the ſaid 500l. and 200l. and intereſt.

And to indemnify her from teſtator's debts, legacies, &c. and from all damages on account of her being an executrix.

R. B. covenants that during K. S.'s life he will not aſſign the ſaid mortgage.

Agreement that if the mortgagor diſcharge his mortgage, the money received ſhall be put out, &c. for K. S.'s ſecurity.

thouſand pounds ſhall be agreed to be paid, or ſhall or may, until ſuch ſecurity or ſecurities can be found, with ſuch approbation as aforeſaid, be depoſited for ſafe cuſtody in the Bank of England, or in any other place or places, with ſuch approbation as aforeſaid, to the intent that ſuch ſecurity or ſecurities, and ſuch depoſit or depoſits, as ſhall from time to time be taken and made, with ſuch approbation as aforeſaid, ſhall, until payment ſhall be made to the ſaid *K. S.* her executors, adminiſtrators or aſſigns, of all ſuch monies for which the ſaid recited indenture of mortgage, and other ſecurity or ſecurities of the ſaid five thouſand pounds, lent and paid as aforeſaid, are hereby agreed to be and remain a ſecurity, remain and be under the ſame, or the like covenants, truſts, proviſoes and agreements, as are in theſe preſents contained touching the ſaid indenture of mortgage, or other ſecurity or ſecurities for the ſaid five thouſand pounds, lent and paid as aforeſaid. **Provided always**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that until ſome deſault ſhall be made in payment of the ſaid monies payable unto the ſaid *K. S.* as aforeſaid, or ſome part thereof, contrary to the true intent and meaning of the ſaid will and of theſe preſents, or the ſaid *K. S.* her executors, adminiſtrators or aſſigns, ſhall bear, ſuſtain or be put unto ſome ſuch coſts, charges, damages or expences as aforeſaid, it ſhall and may be lawful to and for the ſaid *R. B.* his executors, adminiſtrators and aſſigns, from time to time to receive and take to and for his and their own uſe and benefit, the intereſt of the ſaid five thouſand pounds, due and to grow due, without the let, ſuit, interruption or diſturbance of the ſaid *K. S.* her executors, adminiſtrators or aſſigns, or any of them. **Provided alſo**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that after payment and full ſatisfaction made by the ſaid *R. B.* his, *&c.* of the ſaid monies payable to the ſaid *K. S.* as aforeſaid, and alſo of all the debts and legacies of the ſaid *P. S.* or after other ſecurity given by the ſaid *R. B.* his, *&c.* for payment thereof, and for indemnifying the ſaid *K. S.* her executors or adminiſtrators, of and from ſuch coſts, damages and expences as aforeſaid, to the good liking of her or them, then the ſaid ſum of five thouſand pounds, principal money, lent and paid as aforeſaid, ſhall and may be received by the ſaid *R. B.* his executors, adminiſtrators or aſſigns, to and for his and their own uſe and benefit; and then and from henceforth the preſent ſecurity for the ſame five thouſand pounds, or ſuch other ſecurity as the ſame ſhall then be placed out upon, ſhall remain and be in truſt to the ſaid *R. B.* his executors, adminiſtrators and aſſigns. **In Witneſs**, &c.

R. B. to receive the intereſt of his mortgage-money till he makes default in paying K. S.

Proviſo that after R. B. has paid K. S. or after other ſecurity by him given, he may receive his mortgage-money to his own uſe.

*J. H.*

## *Deed of Covenants between a Mortgagor and a Mortgagee, appointing a Receiver of an Eſtate, with a Collateral Security for the Intereſt by a Sum of Money depoſited with Truſtees.*

**This Indenture Quadrupartite**, made the 17th day of May, in the twentieth year, *&c.* and in the year of our Lord 1780, **Between** *A. A.* of, *&c.* one of the daughters of *B. A.* the elder, deceaſed, of the firſt part, *C. C.* of, *&c.* of the ſecond part, *D. D.* of, *&c.* of the third part, *E. C.* of, *&c.* Eſquire, and *F. C.* of, *&c.* of the fourth part. **Whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe bearing even day herewith, and made or mentioned to be made between the ſaid *A. A.* of the one part, and the ſaid *C. C.* of the other part, **Reciting** as therein is recited, **And** for and in conſideration of the ſum of three thouſand pounds therein mentioned to be paid to the ſaid *A. A.* by the ſaid *C. C.* ſhe the ſaid *A. A.* did grant and convey, or is therein mentioned to grant and convey unto the ſaid *C. C.* his heirs and aſſigns, **The Moiety** of the lordſhip or manor of G. in the county of H. **And alſo of all that** court and hundred of G. with the rights, members and appurtenances thereof in the ſaid county of H. **And alſo of all and ſingular** the meſſuages, burgages, edifices, barns, ſtables, cow-houſes, mills, orchards, gardens, lands, tenements, rents, reverſions, ſervices, meadows, leaſows, paſtures, waſtes, waſte-grounds, commons, common of paſture, ſheep-gates, fold-courſes, woods, underwoods, waters, fiſhings, ſtreams, ponds, pools, rivers, heath, furze, moors, marſhes; and alſo of all and ſingular courts-leets, profits of courts-leets, fines, amerciaments, royalties, rents of copyholders and free tenants, rents of aſſiſe, waifs, ſtrays, eſcheats, and of all other rights, royalties, juriſdictions, preheminences, commodities, advantages and hereditaments whatſoever in I. L. *&c.* any or either of them in the ſaid county of H. or elſewhere, to the ſaid lordſhip or manor of G. or to the ſaid hundred in any wiſe appertaining, or taken or reputed as part, parcel or member thereof, or therewith uſed, occupied or enjoyed, all which ſaid manor, hundred and premiſes now are, or late were, in the tenure of the ſaid *B. A.* the ſaid *A. A.* and *M. A.* her ſiſter, ſome or one of them, their or ſome of their under tenants or aſſigns, **To hold** unto, and to the uſe of the ſaid *C. C.* his heirs and aſſigns for ever, **Under** a proviſo for redemption on payment of the ſaid three thouſand pounds, on the 17th day of January now next enſuing, together with intereſt for the ſame in the mean time, and until payment thereof, at the rate of four pounds *per cent. per annum*, by equal half-yearly payments, as in and by the ſaid recited indentures, relation being thereunto reſpectively had, may, among other things therein contained, more fully and at large appear. **And whereas** it hath been agreed by and between the ſaid *A. A.* and *C. C.* for the more punctual and regular payment of the intereſt of the ſaid three thouſand pounds, unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, at the times, and in manner aforeſaid, that a receiver ſhould be from time to time conſtituted and appointed, to be approved of by both the ſaid parties, for collecting and receiving the rents and profits of the ſaid moiety of the ſaid lordſhip or manor, hundred, meſſuages, lands, tenements, hereditaments and premiſes, in manner, and upon the truſts herein after mentioned, and that the ſaid *D. D.* ſhould be the firſt receiver. **Now this Indenture witneſſeth**, That in purſuance of the ſaid agreement, and for the end and purpoſes aforeſaid, **They** they the *A. A.* and *C. C.* **Have** made, conſtituted and appointed, **And** by theſe preſents **Do** make, conſtitute and appoint the ſaid *D. D.* their receiver, agent and attorney, from time to time, to collect and receive **All and every** the rents and profits, as well annual as caſual, of or ariſing from or out of the aforeſaid moiety of the ſaid lordſhip or manor, hundred, meſſuages, lands, tenements, hereditaments and premiſes, and of every or any part thereof, of and from the reſpective tenants or occupiers thereof, or others holding of the ſaid manor and premiſes, or any part thereof, as the ſame ſhall from henceforth become due and payable, and upon payment thereof to make and give acquittances and diſcharges for the ſame; **But** in caſe of non-payment thereof,

Indentures of leaſe and releaſe (being a mortgage in fee of a moiety of a manor, &c.) recited.

General words.

Habendum,

Proviſo for redemption.

and that the parties have agreed that a receiver be appointed,

and who ſhall be the firſt receiver.

The appointment of a receiver by mortgagor and mortgagee.

Power to diſcharge, diſtrain, ſue, &c.

thereof, to take ſuch lawful remedies by action, ſuit, diſtreſs or otherwiſe, for recovery of the ſame, as ſhall be thought neceſſary or requiſite in that behalf, and to do and execute all other matters and things needful or requiſite for collecting or receiving the ſame, upon the truſts herein after mentioned; that is to ſay,

upon truſt, firſt to pay intereſt to the mortgagee,

**Upon Truſt**, that he the ſaid *D. D.* ſhall and do from time to time, in the firſt place, pay and apply the rents and profits of the premiſes to be by him received as aforeſaid, for and towards payment and ſatisfaction unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, of and for all intereſt from time to time to grow due and payable for or in reſpect of the ſaid principal ſum of three thouſand pounds, after the rate aforeſaid, at ſuch times, and in ſuch manner as are herein before mentioned for payment thereof, according to the purport of the aforeſaid proviſo, and the true intent and meaning of the ſaid recited indenture of releaſe and of theſe preſents;

then the overplus to the mortgagor, deducting expences.

**And ſhall** and do in the next place render and pay over unto the ſaid *A. A.* her heirs and aſſigns, the overplus (if any) of the rents and profits of the ſaid moiety, above what ſhall from time to time be paid and applied for the purpoſes aforeſaid, and other neceſſary charges and expences in collecting, receiving or remitting ſuch rents and profits.

The receiver covenants with the mortgagee to receive and pay, &c.

**And the ſaid** *D. D.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* his executors, adminiſtrators and aſſigns, **That** he the ſaid *D. D.* ſhall and will from time to time, ſo long as he ſhall be continued collector and receiver of the rents and profits of the aforeſaid moiety of the ſaid manors and premiſes, or any part thereof, in manner aforeſaid, uſe his utmoſt endeavour faithfully to collect and receive the ſame, and pay, apply and diſpoſe of the ſame when received, in ſuch manner as are herein before in that behalf mentioned or directed, according to the true intent and meaning of theſe preſents, and the truſt hereby in him repoſed.

The mortgagor covenants not to revoke this power nor obſtruct the receiver, and

**And the ſaid** *A. A.* doth hereby for herſelf, her heirs, executors and adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *C. C.* his executors, adminiſtrators and aſſigns, in manner following; that is to ſay, **That** ſhe the ſaid *A. A.* her heirs, executors, adminiſtrators and aſſigns, ſhall not, nor will at any time hereafter, without the privity and conſent of the ſaid *C. C.* his heirs, executors, adminiſtrators or aſſigns, firſt had and obtained in writing, under his or their reſpective hands and ſeals, revoke, alter or fruſtrate the powers or authorities hereby given unto the ſaid *D. D.* or hinder or obſtruct him the ſaid *D. D.* or any future receiver, (to be appointed as herein after mentioned) in collecting and receiving the rents and profits of the aforeſaid moiety of the ſaid manor and premiſes, or any part thereof, or the intereſt thereof, which ſhall remain owing and unpaid.

on death, &c. or miſbehaviour of receiver,

**And further**, that in caſe the ſaid *D. D.* ſhall by death, or other diſability, be rendered incapable to collect and receive the rents and profits of the premiſes, or ſhall refuſe or neglect to act or proceed therein, and to apply the ſame in manner aforeſaid, during ſuch time as the ſaid ſum of three thouſand pounds, or any part thereof, ſhall be owing and unpaid, or ſhall otherwiſe miſbehave himſelf in relation to the truſts hereby in him repoſed, then and in any of the ſaid caſes ſhe the ſaid *A. A.* her heirs, executors, adminiſtrators and aſſigns, ſhall and will join with the ſaid *C. C.* his executors, adminiſtrators or aſſigns, in removing the ſaid *D. D.* from his ſaid employment, and in conſtituting and appointing ſome other fit perſon or perſons, with their mutual conſent and approbation, to receive, collect and manage the rents and profits of the aforeſaid moiety of the ſaid manor and premiſes, upon the truſts aforeſaid, and ſo from time to time, and as often as any of the like caſes ſhall happen, until the ſum of three thouſand pounds and intereſt ſhall be fully ſatisfied and paid.

to join in appointing another.

The mortgagee not to bear any loſs by the receiver.

**And it is hereby declared and agreed** by and between the ſaid *A. A.* and *C. C.* that he the ſaid *C. C.* his heirs, executors, adminiſtrators or aſſigns, ſhall not bear or ſuſtain, or be charged or chargeable with, or accountable for any loſs which ſhall happen of the rents and profits of the ſaid moiety of the aforeſaid manor and premiſes, or any part thereof, by reaſon or means of any neglect, default or breach of truſt in the ſaid *D. D.* or any future collector or receiver of the ſame, but that ſuch loſs ſhall be wholly borne and ſuſtained by the ſaid *A. A.* her heirs, executors or adminiſtrators.

Recital that the rents may not be ſufficient to pay the intereſt, therefore the mortgagor has paid a ſum to truſtees.

**And whereas** it is apprehended that the rents and profits of the aforeſaid moiety of the ſaid manor and premiſes will fall ſhort, and not be ſufficient to pay, ſatisfy and make up the full intereſt of the ſaid three thouſand pounds in manner aforeſaid; **And therefore** in order to ſupply ſuch deficiency, and for further ſecuring the punctual and regular payment of ſuch intereſt as aforeſaid, **It hath been agreed** by and between the ſaid *A. A.* and *C. C.* that ſhe the ſaid *A. A.* ſhould pay, and accordingly ſhe hath this day actually paid into the hands of the ſaid *E. E.* and *F. C.* the ſum of one thouſand pounds, of lawful money of Great Britain, upon the truſts, and to and for the intents and purpoſes herein after mentioned concerning the ſame, the receipt and payment whereof they do hereby acknowledge.

**Now this Indenture further witneſſeth**, and it is hereby declared and agreed by and between the ſaid parties hereto, that the ſaid ſum of one thouſand pounds, ſo paid to the ſaid *E. E.* and *F. C.* as aforeſaid, was ſo paid to them upon the truſts, and to and for the ends and purpoſes following; that is to ſay,

The truſt declared,

**Upon Truſt**, that that they the ſaid *E. E.* and *F. C.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do from time to time, by and out of the yearly intereſt, profits and produce of the ſaid one thouſand pounds, as the ſame ſhall from time to time ariſe and come to their reſpective hands, pay, ſatisfy and make up unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, the full intereſt of the ſaid three thouſand pounds, after the rate aforeſaid, at ſuch time, and in ſuch manner as are herein before mentioned, for payment thereof, in ſupply of the deficiency of the rents and profits of the ſaid moiety of the ſaid manor and premiſes to be applied for that purpoſe as aforeſaid, when and ſo often as any ſuch deficiency ſhall happen, and ſhall and do render and pay over unto the ſaid *A. A.* her executors, adminiſtrators and aſſigns, the overplus (if any) of the yearly intereſt, profits and produce of the ſaid one thouſand pounds, above what ſhall from time to time be paid and applied for making up ſuch deficiency as aforeſaid. But in caſe ſuch yearly intereſt and produce ſhall fall ſhort, and not be ſufficient to make up ſuch deficiency,

first to make good the intereſt upon the mortgage,

(the overplus to the mortgagor,) if need be to apply part of the principal,

**Then upon this further Truſt**, that they the ſaid *E. E.* and *F. C.* and the ſurvivors of them, his executors, adminiſtrators and aſſigns, do and ſhall from time to time make good and pay the ſame, by and out of the ſaid principal ſum of one thouſand pounds, or by ſale or mortgage of the ſecurity or ſecurities, ſtock or annuities, whereof or wherein the ſame ſhall from time to time conſiſt or be inveſted, or otherwiſe, as the ſame truſtees in their diſcretion ſhall think fit.

and after payment of the mortgage intereſt and charges,

**Provided always nevertheleſs**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that from and after payment of the ſaid three thouſand pounds, and all intereſt to grow due for the ſame unto the ſaid *C. C.* his executors, adminiſtrators or aſſigns, together with the charges and expences attending the execution of the laſt mentioned truſts, and immediately thereupon, or ſo ſoon after as conveniently may be, they the ſaid *E. E.* and *F. C.* or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall and will, at the requeſt, coſt and charges of the ſaid *A. A.* her executors,

executors or adminiſtrators, pay back, aſſign and make over the ſaid ſum of one thouſand pounds, and all ſecurity or ſecurities, ſtock or annuities, whereof or wherein the ſame ſhall then conſiſt, or be inveſted, or ſo much thereof as ſhall then remain undiſpoſed of for the purpoſes aforeſaid, and all intereſt and produce then due for or upon the ſame, or any part thereof, unto the ſaid *A. A.* her executors and adminiſtrators, to and for her and their own uſe and benefit, any thing herein contained to the contrary notwithſtanding. **And it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *E. E.* and *C. F.* and the ſurvivor of them, his executors and adminiſtrators, from time to time, to lend and place out the ſaid ſum of one thouſand pounds, ſo paid to them as aforeſaid, or any part thereof, with the conſent and approbation of the ſaid *A. A.* and *C. C.* or their reſpective executors or adminiſtrators, upon any public or private ſecurity or ſecurities, at intereſt, or lay out and inveſt the ſame, or any part thereof, in the purchaſe of ſtock or annuities in any of the public funds or companies, and from time to time to call in ſuch monies ſo lent and placed out on ſecurities as aforeſaid, or ſell and diſpoſe of ſuch ſtock or annuities, ſo to be purchaſed as aforeſaid, or any part thereof, and again to lend, place out, or inveſt the ſame, or any part thereof, in manner aforeſaid, as often as they ſhall think fit, with ſuch approbation as aforeſaid, upon the truſts, and ſubject to the proviſo herein before mentioned and contained, of and concerning the ſame. **And it is hereby further declared and agreed** by and between the ſaid parties to theſe preſents, that the ſaid *E. E.* and *F. C.* their executors, adminiſtrators and aſſigns, or any of them, ſhall not be charged or chargeable with, or accountable for any more monies than they reſpectively ſhall actually receive, or ſhall come to their reſpective hands by virtue of the truſts hereby in them repoſed as aforeſaid, nor with or for any loſs which ſhall happen of the ſame truſt-monies, or any part thereof, ſo as the ſame happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds, receipts, diſburſements, the one of the other, but each of them only for his own acts, deeds, receipts and diſburſements. **And alſo,** that it ſhall and may be lawful to and for the ſaid *E. E.* and *F. C.* their executors, adminiſtrators and aſſigns, and every of them, in the firſt place, by and out of their ſaid truſt-premiſes to deduct and reimburſe him and themſelves all ſuch loſs, coſts, charges, damages and expences, as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the truſts hereby in them repoſed, or the management or execution thereof, or any other thing in any wiſe relating thereunto. **In Witneſs,** &c.

this ſum, &c. to the mortgagor.

The truſtees may place out the money with conſent of parties, and call it in, and again place it out, and not be charged for more than they receive, nor with loſs without wilful default, nor one for the other; may deduct expences.

*A Demiſe for Ninety-nine Years, if Grantor ſo long live, as a Collateral Security for One Hundred and Fifty Pounds, and Intereſt upon a Bond,* &c.

**THIS Indenture,** &c. **Between** *E. H.* of, *&c.* of the one part, and *T. S.* of, *&c.* of the other part. **Whereas** by indentures of leaſe and releaſe, bearing date on or about the —— day of ——, and made, or mentioned to be made, between *B. A.* and *E. A.* (by ſuch other additions, *&c.*) of the one part, and *A. P.* of, *&c.* of the other part, for the conſiderations herein mentioned; **All thoſe,** *&c.* were by them the ſaid *B. A.* and *E. A.* abſolutely granted, releaſed and conveyed, unto and to the uſe of the ſaid *A. P.* her heirs and aſſigns for ever, as in and by the ſaid recited indentures of leaſe and releaſe, relation being thereunto reſpectively had, may and will more fully appear: **And whereas** the ſaid *A. P.* is lately dead, having firſt made and duly executed her laſt will and teſtament in writing, bearing date, *&c.* andthereby after giving, *&c.* ſhe the teſtatrix gave and deviſed to her ſon-in-law, *E. H.* being the ſaid *E. H.* party hereto, and to her daughter *E. H.* his wife, all her freehold lands, *&c.* **To hold** to them the ſaid *E. H.* and *E.* his wife, for the term of both their lives; **Subject,** &c. and of her ſaid will appointed the ſaid *E. H.* ſole executor thereof, as by the ſaid will by him duly proved in the Prerogative Court of Canterbury may appear: **By** virtue of which will he the ſaid *E. H.* is now in poſſeſſion of, and entitled to an eſtate for his life in the ſaid, *&c.* ſo thereby deviſed as aforeſaid: **And whereas** the ſaid *T. S.* on the day of the date hereof, hath actually lent and paid unto the ſaid *E. H.* the ſum of one hundred and fifty pounds, of, *&c.* and for ſecuring repayment thereof with intereſt, he the ſaid *E. H.* by his bond or obligation bearing even date with and executed immediately before theſe preſents, is and ſtands bound unto the ſaid *T. S.* in the penal ſum of three hundred pounds, with condition thereunder written for payment unto the ſaid *T. S.* his heirs, executors, adminiſtrators and aſſigns, of the ſaid ſum of one hundred and fifty pounds, together with lawful intereſt for the ſame, on, *&c.* as by, *&c.* **And** previous to the lending of the ſaid one hundred and fifty pounds, he the ſaid *E. H.* as a collateral or further ſecurity for payment of the ſame and the intereſt thereof, agreed to demiſe the ſaid, *&c.* for and during his natural life, unto the ſaid *T. S.* in ſuch manner and ſubject as herein after mentioned: **Now this Indenture witneſſeth,** that the ſaid *E. H.* in purſuance of his ſaid recited agreement, and in conſideration of the ſaid ſum of one hundred and fifty pounds, ſo lent and paid to him by the ſaid *T. S.* as aforeſaid, and alſo in conſideration of the further ſum of five ſhillings to him now paid by the ſaid *T. S.* the receipt of which ſeveral ſums of one hundred and fifty pounds, and five ſhillings, is by him the ſaid *E. H.* hereby acknowledged, **hath** demiſed, granted, bargained and ſold, and by theſe preſents **doth** demiſe, *&c.* unto the ſaid *T. S.* his executors, adminiſtrators and aſſigns, **All thoſe** the herein beforementioned, *&c.* ſituate, *&c.* with their reſpective appurtenances, and as the ſame are now in the occupation *&c.* **And** all the eſtate, *&c.* together with all benefit and advantage whatſoever to ariſe or be had or made by virtue of any inſtrument or policy, *&c.* during the continuance of the ſecurity hereby made, **To have and to hold** the ſaid, *&c.* herein before mentioned and intended to be hereby demiſed unto the ſaid *T. S.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the full term of ninety-nine years, if he the ſaid *E. H.* ſhall ſo long live, without the impeachment of waſte, and fully to be complete and ended; **Yielding and paying** therefore yearly and every year during the continuance of the ſaid term, the rent of one pepper-corn only, if the ſame ſhall be lawfully demanded. **Provided always,** and theſe preſents are upon this condition, and it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that if the ſaid *E. H.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *T. S.* his executors, adminiſtrators or aſſigns, the ſaid ſum of one hundred and fifty pounds, of, *&c.* together with lawful intereſt for the ſame, on, *&c.* in diſcharge of the condition of the ſaid recited bond, and that, without making any deduction or abatement whatſoever for taxes, or otherwiſe howſoever; **Then** and from thenceforth the demiſe hereby made of the ſaid, *&c.* and every covenant, clauſe and thing herein contained, ſhall be abſolutely void

Recital of conveyance to A. P.

Her will.

E. H. in poſſeſſion.
T. S. has lent him 150l.
Bond.

Conſideration.

Habendum.

Reddendum.

Proviſo.

void and of no effect; and that then he the ſaid *T. S.* his executors, adminiſtrators or aſſigns, ſhall and will deliver up to the ſaid *E. H.* his executors or adminiſtrators, the ſaid bond to be cancelled; any thing herein contained to the contrary thereof, in any wiſe notwithſtanding; **And the ſaid** *E. H.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *T. S.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner and form following, that is to ſay, That he the ſaid *E. H.* his heirs, executors, adminiſtrators or aſſigns, or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *T. S.* his executors, adminiſtrators or aſſigns, the ſaid ſum of one hundred and fifty pounds, and the intereſt thereof, in diſcharge of the condition of the ſaid bond, according to the true intent and meaning thereof, and of theſe preſents; **And alſo** that he the ſaid *E. H.* hath not at any time or times heretofore made, done or committed any act, matter, deed or thing, whereby or by means whereof the ſaid hereby demiſed, *&c.* or any other part thereof, are, is or ſhall or may be any way impeached, charged or incumbered in title, charge, eſtate or otherwiſe howſoever: **And further,** that he the ſaid *E. H.* now hath in himſelf good right, full power, and lawful and abſolute authority, to grant and demiſe the ſaid, *&c.* unto the ſaid *T. S.* his executors, adminiſtrators and aſſigns, for the ſaid term of ninety-nine years, determinable nevertheleſs in manner as aforeſaid, according to the true intent and meaning of theſe preſents. **And further,** that in caſe default ſhall be made in payment of the ſaid ſum of one hundred and fifty pounds, and the intereſt thereof, contrary to the true intent of the condition of the ſaid bond, and of theſe preſents, it ſhall and may be lawful to and for the ſaid *T. S.* his, *&c.* to enter upon and from thenceforth peaceably and quietly to have, hold, poſſeſs and enjoy, and to receive and take the rents iſſues and profits of all and ſingular the ſaid hereby demiſed, *&c.* to and for his and their own uſe and benefit, for and during all the reſt and reſidue of the ſaid term of ninety-nine years which ſhall be then to come and unexpired, (nevertheleſs determinable in manner as aforeſaid) without any let, ſuit, trouble, hindrance, denial, moleſtation, diſturbance, eviction or ejection, of or by him the ſaid *E. H.* or his aſſigns, or of or by any other perſon or perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, and kept harmleſs and indemnified by him the ſaid *E. H.* of, from, and againſt all manner of former and other gifts, grants, bargains, ſales, mortgages or other incumbrances whatſoever: **And moreover,** that in caſe default ſhall be made in payment of the ſaid ſum of one hundred and fifty pounds, and the intereſt thereof, or of any part thereof, contrary to the true intent and meaning of the condition of the ſaid bond and of theſe preſents, then and in ſuch caſe the ſaid *E. H.* and all and every other perſon and perſons whoſoever claiming or to claim any eſtate, right, title or intereſt, of, in or to the ſaid hereby demiſed, *&c.* or any part thereof, ſhall and will at any time then after during his natural life, upon the reaſonable requeſt of the ſaid *T. S.* his executors, adminiſtrators or aſſigns, but at the coſts and charges of the ſaid *E. H.* make, do, perform, execute and ſuffer all and every ſuch further and other lawful and reaſonable act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better and more abſolute aſſigning and aſſuring the ſaid hereby demiſed, *&c.* unto the ſaid *T. S.* his executors, adminiſtrators and aſſigns, for and during all the then reſidue of the ſaid term of ninety-nine years, nevertheleſs determinable in manner as aforeſaid, freed and abſolutely diſcharged of the aforeſaid proviſo, as by the ſaid *T. S.* his executors, adminiſtrators and aſſigns, or his or their counſel learned in the law, ſhall in that behalf be reaſonably deviſed, adviſed or required. **And laſtly,** it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that until default ſhall be made in payment of the ſaid ſum of one hundred and fifty pounds, and the intereſt thereof, or of ſome part thereof, contrary to the true intent of the condition of the ſaid bond and of theſe preſents, it ſhall and may be lawful to and for the ſaid *E. H.* and his aſſigns, to have, hold, poſſeſs and enjoy the ſaid hereby demiſed, *&c.* with their appurtenances, and to receive and take the rents, iſſues and profits thereof, to and for his and their own uſe and benefit, without any let, ſuit, trouble, interruption or diſturbance whatſoever, of or by the ſaid *T. S.* his executors, adminiſtrators or aſſigns, and without any account to be to him or them rendered or given for the ſame. **In Witneſs,** &c.

Covenants, viz.

To pay the money.

Done no act.

Good right.

To enter and peaceably enjoy on default.

In caſe of default.

E. H. to enjoy until default.

*(Pigott.)*

## *A Counter Security to a Surety upon two Bonds, alſo a Security to the ſaid Surety for Five Hundred and Fifty Pounds due to him upon the Balance of a ſtated Account.*

**This Indenture,** &c. **Between** *W. S.* of, *&c.* Eſquire, of the one part, and *J. B.* Serjeant at Law, of the other part. **Whereas** the ſaid *J. B.* as a ſurety for the ſaid *W. S.* and with him under and for his proper debt, is and ſtandeth bound unto *E. P.* of, *&c.* by bond, in the penal ſum of eight hundred pounds, or ſome ſuch penalty, conditioned for the payment of four hundred pounds, and intereſt, at a day now paſt; and the ſaid *J. B.* as a ſurety for the ſaid *W. S.* and with him by bond, bearing even date with theſe preſents, is, and ſtandeth bound unto *C. P.* and *M. P.* of, *&c.* ſpinſter, in the penal ſum of ſix hundred pounds, conditioned for the payment of three hundred pounds and intereſt, on the ſeveral days therein mentioned: **And whereas** upon an account this day made up and ſtated by and between the ſaid *W. S.* and *J. B.* there appears to be due and owing from the ſaid *W. S.* unto the ſaid *J. B.* the ſum of five hundred and fifty pounds: **Now this Indenture witneſſeth,** that as well for the indemnifying and ſaving harmleſs the ſaid *J. B.* his heirs, executors and adminiſtrators, of, from and againſt the ſaid ſuretiſhips, as alſo for the payment of the ſaid ſum of five hundred and fifty pounds and intereſt, unto the ſaid *J. B.* his executors and adminiſtrators, **He** the ſaid *W. S.* **hath** demiſed, granted, and by theſe preſents **Doth,** &c. unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, **All that** the Rectory, *&c.* of R. in, *&c.* **And all** thoſe meſſuages, *&c.* **To have and to hold** the ſaid Rectory, *&c.* unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the term of ninety-nine years, if *E. B.* and *M. B.* daughters of the ſaid *J. B.* and *A. B.* ſon of the ſaid *J. B.* or any or either of them ſhall ſo long happen to live; **And to have and to hold** the ſaid tenements called, *&c.* unto the ſaid *J. B.* his, *&c.* for and during the term of ninety-nine years, if the ſaid *M. B.* and *A. B.* or either of them ſhall ſo long happen to live; the ſaid term to commence and begin immediately from, *&c.* **Subject to and yielding and paying** from and after the commencement of the term hereby granted, the like rent, ſuits and ſervices as now payable for the ſame; **And to have and to hold** the ſaid tenements, called S. *&c.* and *M.*'s Tenements, unto the ſaid *J. B.* his executors,

Recital.

Grant.

Premiſes. Habendum.

2d Habendum.

3d Habendum.

executors, adminiſtrators and aſſigns, for and during the term of ninety-nine years, if the ſaid *A. B.* ſhall ſo long happen to live, the ſaid term to commence and begin immediately from and after the determination of the reſpective eſtates and intereſts, now or late of Mr. *B. F.* by leaſe or leaſes thereon reſpectively to come and unexpired; **Subject** to and yielding and paying, from and after the commencement of the term hereby granted, the like rents, ſuits and ſervices, as now payable for the ſame reſpectively; **And to have and to hold** the ſaid tenement, called R.'s tenement, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the ſaid term of ninety-nine years, if the ſaid *M. B.* and *A. B.* or either of them, ſhall ſo long happen to live; the ſaid term to commence and begin immediately from and after the death of *P. S.* widow: **And to have and to hold** the ſaid meſſuages, barton and farm of W. unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the term of ninety-nine years, if the ſaid *M. B.* and *A. B.* or either of them, ſhall ſo long live, the ſaid term to commence and begin immediately from, *&c.* **Provided always**, that if the ſaid *W. S.* his, *&c.* ſhall on or before, *&c.* pay the ſaid four hundred pounds and intereſt to the ſaid *E. P.* and the ſaid three hundred pounds and intereſt to the ſaid *C. P.* and *M. P.* and in the mean time, ſhall and do ſave harmleſs and keep indemnified the ſaid *J. B.* his heirs, executors and adminiſtrators, of, from and againſt the ſaid ſuretiſhip, and bonds and intereſt thereby ſecured; and alſo ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *J. B.* his executors or adminiſtrators, the ſaid ſum of five hundred and fifty pounds, with intereſt for the ſame, on or before the 24th day of, *&c.* then this preſent indenture, and the eſtates hereby made and granted, ſhall ceaſe, determine, and be utterly void. **And the ſaid** *W. S.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *J. B.* his, *&c.* by, *&c.* that the ſaid *W. S.* his, *&c.* ſhall and will well and truly pay, *&c.* unto the ſaid *C. P.* and *M. P.* the ſaid ſum of three hundred pounds and intereſt, and unto the ſaid *E. P.* the ſum of four hundred pounds and intereſt, and unto the ſaid *J. B.* the ſaid ſum of five hundred and fifty pounds, and intereſt according to the purport of the above-written proviſo, and in diſcharge thereof; **And** that he the ſaid *W. S.* ſince his intermarriage with his late wife, hath not made, done or committed any act, matter or thing whatſoever, whereby the premiſes, or any of them, are, ſhall or may be impeached or incumbered in title, charge, eſtate, or otherwiſe howſoever. **In Witneſs**, &c.

4th Habendum.

5th Habendum.

Proviſo.

Covenants.

### *Collateral Security on a Purchaſe, on Account of Title Deeds being loſt or miſlaid.*

**THIS Indenture**, made, *&c.* **Between** *F. G.* of, *&c.* of the one part, and *C. C.* of, *&c.* of the other part. **Whereas** by certain indentures of leaſe and releaſe, the leaſe bearing date, *&c.* the releaſe bearing even date herewith, and made, *&c.* between the ſaid *F. G.* of, *&c.* of the one part, and the ſaid *C. C.* of the other part, the ſaid *F. G.* for the conſideration of eight thouſand ſeven hundred and fifty pounds, of, *&c.* did grant, *&c.* unto the ſaid *C. C.* his heirs and aſſigns, *All* that the manor or lordſhip of, *&c.* and alſo all other the manors, *&c.* and the reverſion, *&c.* and all the eſtate, *&c.* **To hold** to the ſaid *C. C.* his heirs and aſſigns, **To** the only proper uſe and behoof of the ſaid *C. C.* his heirs and aſſigns for ever, as by the ſaid in part recited indentures, *&c.* **And whereas** ſome of the deeds and writings belonging to the title of the ſaid premiſes are either loſt or at preſent miſlaid, ſo that the ſaid *F. G.* cannot deliver the ſame to the ſaid *C. C.* or make out a ſatisfactory title to the ſaid manor and premiſes; **And** therefore, to induce the ſaid *C. C.* to proceed in the ſaid purchaſe, he the ſaid *F. G.* hath propoſed and agreed to grant and demiſe the manor, *&c.* herein after mentioned, to the ſaid *C. C.* for the term of five hundred years, as a ſecurity to indemnify the ſaid *C. C.* his heirs and aſſigns, in caſe the ſaid purchaſed premiſes in L. ſhall at any time or times hereafter be recovered or evicted from the ſaid *C. C.* his heirs or aſſigns, or he or they any wiſe moleſted or diſturbed in the quiet poſſeſſion and enjoyment thereof, by any perſon or perſons who ſhall or may lawfully claim any eſtate, right, title or intereſt of, in or to the ſaid premiſes in L. by, from or under the ſaid *F. G.* or *F. G.* deceaſed, (father of the ſaid *F. G.* party hereto) or by, from or under the Right Honourable *R.* late Lord G. Baron of D. in the kingdom of Ireland, deceaſed, or any of them; and alſo to indemnify the ſaid *C. C.* his heirs and aſſigns, of, from and againſt all incumbrances made, done or committed by them the ſaid *F. G.* party hereto, *F. G.* deceaſed, and *R.* late Lord G. or any of them; and alſo againſt all coſts, charges, damages and expences, that the ſaid *C. C.* his heirs and aſſigns, ſhall or may ſuſtain or be put unto by means thereof, or of his not having the cuſtody and poſſeſſion of the ſaid title deeds: **Now this Indenture witneſſeth**, That as well in purſuance of the aforeſaid propoſal and agreement, as alſo for and in conſideration of the ſum of five ſhillings, of, *&c.* by the ſaid *C. C.* to the ſaid *F. G.* in hand well and truly paid, at, *&c.* the receipt, *&c.* he the ſaid *F. G.* **hath** granted, bargained, ſold and demiſed, and by, *&c.* unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, **All that** the manor or lordſhip of A. *cum pertinen' in com. W.* &c. (**All which** ſaid manor, *&c.* hereditaments and premiſes, were formerly the eſtate of the ſaid *R.* late Lord G. and were by the ſaid Lord G. granted, conveyed, ſettled and aſſured, to and upon the ſaid *F. G.* party hereto,) and alſo all others the manors, *&c.* of the ſaid *F. G.* party, *&c.* ſituate, *&c.* **And** the reverſion, *&c.* **And all** the eſtate, *&c.* **To have and to hold**, &c. and premiſes before mentioned and intended to be hereby granted and demiſed *cum pertinen'* unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the full time and term, and unto the full end and term of five hundred years, from thence next enſuing, and fully to be complete and ended, without impeachment of or for any waſte; **Yielding and paying** therefore yearly and every year during the ſaid term, unto the ſaid *F. G.* his heirs and aſſigns, the rent of one pepper-corn only, if demanded. **And**, &c. *(Covenant to levy a fine.)* **Provided always**, and it is hereby covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, that if he the ſaid *F. G.* party to theſe preſents, his heirs, executors, adminiſtrators or aſſigns, or any of them, ſhall and do at any time or times hereafter deliver, or cauſe to be delivered unto the ſaid *C. C.* his heirs or aſſigns, the ſeveral title deeds, writings and muniments, which relate to or concern the ſaid purchaſed premiſes in L. and whereby a good title to the ſame may be made to appear: *Or if* the ſaid *C. C.* his heirs and aſſigns, ſhall peaceably and quietly hold and enjoy the ſame premiſes for and during the term of * *twenty years* next enſuing the date hereof, without any eviction, moleſtation or interruption

Recital.

Conſideration.

Parcels.

Habendum.

Reddendum.

Grantors covenant, &c. for a fine.

* A fine being agreed to be levied, I think ſeven years ſufficient.——*Nath. Pigott.*

ruption of or by any perſon or perſons whomſoever who ſhall or may claim any eſtate or intereſt by, from, or under or in truſt for the ſaid *F. G.* party hereto, *F. G.* deceaſed, or the ſaid Lord G. *That* then and in either of the ſaid caſes the ſaid term of five hundred years ſhall ceaſe, determine and be utterly void; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding; **And** that until breach of this promiſe, it ſhall be lawful for the ſaid *F. G.* party hereto, and his heirs, *and alſo his and their ſervants and occupiers of the premiſes*, peacebly and quietly to hold and enjoy the premiſes hereby granted and demiſed, without the let or interruption of or by the ſaid *C. C.* his heirs, executors, adminiſtrators or aſſigns, or any others claiming or to claim from, by or under him, them, or any of them. **And the ſaid** *F. G.* party hereto, for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, *&c.* to and with the ſaid *C. C.* his, *&c.* and every of them, in manner following, that is to ſay, That for and notwithſtanding any act, matter or thing whatſoever, by him the ſaid *F. G.* party hereto, or by the ſaid Lord G. deceaſed, or either of them, made, done or committed, he the ſaid *F. G.* party hereto, now is at the time of the ſealing and delivery hereof actually ſeiſed of and in a good, ſure, rightful, lawful, abſolute and indefeaſible eſtate of inheritance in fee ſimple or fee tail, with the immediate remainder in fee to him and his heirs of and in the ſaid manor or lordſhip, lands, tenements, hereditaments and premiſes before mentioned to be hereby granted and demiſed, with their and every of their appurtenances, without any proviſo, condition, truſt, limitation of uſe and uſes, or any other matter, cauſe or thing whatſoever, to alter, change, charge, defeat, determine or incumber the ſame: **And** that for and notwithſtanding any ſuch act, matter or thing as aforeſaid, he the ſaid *F. G.* party hereto, now hath in himſelf good right, true title, full power, and lawful and abſolute authority to grant and demiſe the ſame in manner and form aforeſaid; **And alſo**, that in caſe the ſaid *C. C.* his heirs or aſſigns, ſhall at any time or times hereafter be diſpoſſeſſed or evicted of or from the ſaid purchaſed eſtate in L. or any part thereof, by any perſon or perſons claiming any eſtate or intereſt therein, by, from or under, or in truſt for the ſaid *F. G.* party hereto, or the ſaid Lord G. that then it ſhall and may be lawful to and for the ſaid *C. C.* his executors, adminiſtrators and aſſigns, in truſt for him, his heirs and aſſigns, from time to time, and at all times after, to enter into, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid manor, lands, tenements, hereditaments and premiſes before mentioned to be hereby demiſed, and to receive and take the rents, iſſues and profits thereof, to and for his and their own uſe and uſes, but in truſt as aforeſaid, *Until* full recompence and ſatisfaction ſhall be made by the ſaid *F. G.* party hereto, his heirs, executors or adminiſtrators, unto the ſaid *C. C.* his heirs and aſſigns, for the ſaid purchaſed eſtate in L. or ſuch part thereof as ſhall be recovered or evicted from him or them, and for all ſuch coſts, charges, damages and expences, as he or they ſhall or may be put unto or ſuſtain by means thereof, without the let, ſuit, trouble, denial, hindrance, moleſtation or interruption of or by him the ſaid *F. G.* party hereto, his heirs or aſſigns, or any other perſon or perſons claiming or to claim any eſtate, right, title, truſt, or intereſt of, in or to the ſaid premiſes hereby demiſed, or any part thereof, by, from or under the ſaid *F. G.* party hereto, or the ſaid *F. G.* or Lord G. deceaſed; **And that** free and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, or otherwiſe, by him the ſaid *F. G.* party hereto, his heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified from time to time, and at all times hereafter, of, from and againſt all former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, and title of dower, uſes, wills, entails, judgments, ſtatutes merchant and of the ſtaple, recognizances, executions, extents, and of and from all and all manner of former and other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *F. G.* party hereto, or Lord G. deceaſed, or by any other perſon or perſons whatſoever. **And that the ſaid** *F. G.* party hereto, for himſelf, his heirs, executors and adminiſtrators, doth hereby further covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs, executors, adminiſtrators and aſſigns, and every of them, that he the ſaid *F. G.* party hereto, his heirs and aſſigns, and all and every other perſon and perſons now having or claiming, or who at any time or times hereafter ſhall or may have or claim any eſtate, right, title or intereſt, of, in or to the ſaid manor, lands, tenements, hereditaments and premiſes before mentioned to be hereby demiſed, or any part thereof, by, from or under him the ſaid *F. G.* party hereto, or the ſaid *F. G.* or Lord G. deceaſed, or any of them, (except the ſeveral and reſpective tenants of the ſaid premiſes, for and in reſpect of their ſeveral and reſpective leaſes only) ſhall and will at any time or times, from and after breach ſhall be made of the aforeſaid proviſo, at the requeſt, coſt and charges of the ſaid *C. C.* his heirs, executors, adminiſtrators or aſſigns, make, do, acknowledge, levy, ſuffer and execute all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, deviſe and deviſes, conveyance and conveyances, aſſurance and aſſurances in the law whatſoever, not only for the further and better, more perfect and abſolute granting and aſſuring of the premiſes before mentioned to be hereby demiſed, with the appurtenances, unto the ſaid *C. C.* his executors, adminiſtrators and aſſigns, for and during the then reſidue of the ſaid term of five hundred years, in truſt as aforeſaid, but alſo for the abſolute conveying and aſſuring the fee-ſimple and inheritance of the ſame premiſes, to or to the uſe of or in truſt for the ſaid *C. C.* his heirs and aſſigns for ever, as by him or them, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required, be the ſame by any other fine or fines, deed or deeds inrolled or not inrolled, releaſe, confirmation, or other aſſurance whatſoever, ſo as ſuch perſon or perſons, who ſhall be required to make the ſame, be not compelled to go or travel above five miles from his or their uſual place of abode for the doing thereof, and ſo as in ſuch further aſſurance there be contained no further or other covenant or warranty than againſt the acts of the perſons who ſhall be required to make the ſame, and their ſeveral heirs. **And laſtly**, the ſaid *F. G.* party hereto, doth for himſelf, his heirs, executors and adminiſtrators, hereby further covenant, promiſe and agree to and with the ſaid *C. C.* his heirs and aſſigns, that in caſe the ſaid title deeds, writings, evidences and muniments, which concern or relate to the ſaid purchaſed eſtate in L. or any part thereof, ſhall at any time hereafter come to the hands, cuſtody or poſſeſſion of the ſaid *F. G.* party hereto, his heirs, executors, adminiſtrators or aſſigns, that then he the ſaid *F. G.* his, *&c.* (*ſhall deliver them to the purchaſer*, &c.) **In Witneſs**, &c.

Hath good right.

In caſe evicted.

May hold and enjoy until recompence.

Free from incumbrances.

For further aſſurance.

To deliver title deeds, in caſe they come to hand.

*(Peruſed by Mr. Pigott.)*

*Deed*

*Deed of Covenants. Husband and Wife are to levy a Fine of her Estate to Trustees, to secure, by a long Term raised, Money to a Mortgagee; then, as to Part, to the Use of the Husband for Life, sans Waste; as to the other Part, for her separate Use. The Inheritance of the Whole, to her Appointees, or to her in Fee. A Covenant to surrender her Copyholds of Inheritance to her separate Use,* &c.

THIS Indenture Tripartite, made the 20th day of June, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of A. in the county of B. Gentleman, and *C. A.* his wife, daughter and heir of *D. D.* late Citizen and Ironmonger of L. by *C. D.* his wife (both deceased) which said *C. D.* was one of the three daughters and coheirs of *E. E.* late of, &c. Gentleman, deceased, of the first part, *F. E.* of G. in the said county of B. spinster, of the second part, and *H. H.* of H. in the county of B. Draper, and *J. J.* of H. aforesaid, Carpenter, of the third part, Witnesseth, That for and in consideration of the sum of four hundred pounds of lawful money of Great Britain, to the said *A. A.* and *C.* his wife, or one of them, in hand well and truly advanced, lent and paid by the said *F. E.* at or before the sealing and delivery of these presents, the receipt and payment whereof they the said *A. A.* and *C.* his wife do hereby acknowledge, and thereof, and of every part thereof do acquit, release and discharge the said *F. E.* her executors, administrators and assigns, and every of them for ever, by these presents; And for securing the repayment of the said four hundred pounds, with interest, in manner herein after mentioned, and for settling and assuring the messuages, lands, tenements, third parts and hereditaments, as well freehold as copyhold, herein after mentioned, To such Uses, upon such trusts, and to and for such intents and purposes, and subject to such proviso and agreements herein after expressed and declared of and concerning the same, He the said *A. A.* Doth hereby for himself and the said *C.* his wife, his and her heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *H. H.* and *J. J.* their heirs and assigns, that they the said *A. A.* and *C.* his wife, shall and will at their own costs and charges, as of this present Trinity term, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at Westminster, One or more fine or fines, *sur conusance de droit come ceo*, &c. Whereupon proclamations shall be had and made according to the form of the statute in that case made and provided, and the usual course of fines in such cases used, unto the said *H. H.* and *J. J.* and their heirs, or the heirs of one of them, Of all those fields or closes, pieces and parcels of land and hereditaments, situate, lying and being in the parish of G. aforesaid, in the said county of B. and next hereafter particularly mentioned; that is to say, [*Here follow the parcels*] And also of all other the messuages, lands, tenements and hereditaments whatsoever, being freehold and not copyhold, of them the said *A. A.* and *C.* his wife, or either of them, or whereof, or wherein they or either of them, or any person or persons in trust for them, or either of them, have or hath any estate of inheritance in possession, reversion, remainder or expectancy, situate, lying and being in the parish of G. aforesaid, in the said county of B. with their and every of their appurtenances, And of the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, By such apt and convenient names, quantities, qualities, number of acres, and other descriptions to ascertain the same, as shall be thought meet; Which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied or to be levied and acknowledged, And all and every other fine and fines, conveyances and assurances in the law whatsoever heretofore had, made, levied, suffered or executed of the messuages, lands, tenements, third part, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privies, Shall be and enure, and shall be adjudged, deemed, construed and taken, And so are and were meant and intended to be and enure, and are hereby declared by all the said parties to these presents to be and enure To the Use and Behoof of the said *F. E.* her executors, administrators and assigns, for and during the full time and term, and unto the full end and term of two hundred years from henceforth next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste, Subject nevertheless to the proviso or agreement herein after mentioned for making void the same term. And from and after the end, expiration, or other sooner determination of the said term, and in the mean time subject thereto; Then as to, for and concerning All those the said first mentioned fields or closes, parcels of lands and hereditaments in the parish of G. aforesaid, called K. and L. with the cottage and barn standing therein, And the four acres called the M. With the spring of wood thereunto adjoining, with their and every of their appurtenances, To the Use and Behoof of the said *A. A.* for and during the term of his natural life, without impeachment of or for any manner of waste. And as to, for and concerning the said third part, and all other the hereditaments and premises whereof a fine or fines is or are covenanted to be levied as aforesaid, and whereof no use is herein before declared to take effect after the determination of the said term of two hundred years, from and immediately after the end, expiration, or other sooner determination of the same term, and in the mean time subject thereto, To the Use and Behoof of the said *H. H.* and *J. J.* their heirs and assigns, during the life of the said *C. A.* Upon such Trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And from and after the decease of the said *C. A.* Then to the Use and Behoof of the said *A. A.* for and during the term of his natural life, without impeachment of or for any manner of waste; And from and after his decease, Then as to, for and concerning all the said messuages, lands, tenements, third part, hereditaments and premises, whereof a fine or fines are herein before covenanted to be levied as aforesaid, To the Use and Behoof of such person and persons, and for such estate and estates, and in such parts, shares and proportions, manner and form, with or without power of revocation, as she the said *C. A.* notwithstanding her coverture, and whether she shall be sole or married, by any deed or deeds, writing or writings under her hand and seal, executed in the presence of two or more credible witnesses, or by her last will and testament, or any writing purporting her last will and testament, to be by her signed, sealed, and published in the presence of three or more credible witnesses, shall from time to time direct, limit, give or dispose of the same. And for want of, and until such direction, limitation, gift or disposition, or in case any such shall be, when and so soon as the estate and interests thereby limited shall respectively end and determine; and as to such part and parts thereof, whereof no such direction, limitation, gift or disposition shall be made, To the Use and Behoof of

The parties.

Consideration.

A sum lent, &c.

The husband covenants for himself and wife to levy a fine, &c.

General words.

Other general words.

The use declared,

to the mortgagee for a long term, subject to redemption;

then (as to part) to the use of the husband for life *sans* waste,

as to the other part (subject to the mortgage term) to trustees, &c.

After her death to the use of the husband for life *sans* waste, then (as to the whole)

to the appointees of the wife, notwithstanding her coverture.

For want of appointment, to the wife in fee.

of the ſaid *C. A.* and of her heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. **Provided always nevertheleſs,** and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that if the ſaid *A. A.* and *C.* his wife, or either of them, their or either of their heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *F. E.* her executors, adminiſtrators or aſſigns, at or in the common Dining-hall of Lincoln's-Inn, in the county of Middleſex, the full and juſt ſum of four hundred pounds, of lawful money of Great Britain, on the 20th day of June next enſuing the date hereof, and which will be in the year of our Lord 1781, together with intereſt for the ſame four hundred pounds in the mean time, and until payment thereof, after the rate of four pounds ten ſhillings *per cent. per annum*, by two equal half yearly payments, *viz.* at Chriſtmas and Midſummer, without any deduction, defalcation or abatement of the ſame four hundred pounds, and intereſt, or any part of them, or either of them, for or in reſpect of any taxes, charges, aſſeſſments, payment, or other matter, cauſe or thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the premiſes, or any of them, or upon the ſaid *F. E.* her executors, adminiſtrators or aſſigns, in reſpect thereof, by authority of Parliament, or otherwiſe howſoever, **Then** and at all times from thenceforth the ſaid term of two hundred years herein before limited to the ſaid *F. E.* her executors, adminiſtrators or aſſigns, as aforeſaid, ſhall ceaſe, determine, and be utterly void to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And the ſaid** *A. A.* doth hereby for himſelf and the ſaid *C.* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *F. E.* her executors, adminiſtrators and aſſigns, that they the ſaid *A. A.* and *C.* his wife, or one of them, their or one of their heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *F. E.* her executors, adminiſtrators or aſſigns, the ſaid ſum of four hundred pounds, and intereſt, at ſuch times and place, and in ſuch manner and form as are herein before mentioned for payment thereof, without any deduction or abatement out of the ſame, or any part thereof, for taxes or otherwiſe as aforeſaid, according to the purport of the aforeſaid proviſo, and the true intent and meaning of theſe preſents. **And it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, that the ſaid eſtate ſo limited to the uſe of the ſaid *H. H.* and *J. J.* their heirs and aſſigns, during the life of the ſaid *C. A.* as aforeſaid, is ſo limited to them **Upon this ſpecial Truſt and Confidence,** and to the intent and purpoſe that they the ſaid *H. H.* and *J. J.* and the ſurvivor of them, his heirs and aſſigns, ſhall and do, during the life of the ſaid *C. A.* (in caſe the ſaid four hundred pounds principal money ſhall ſo long remain a charge on the premiſes, or any part thereof) by and out of the rents, iſſues and profits of the premiſes ſo limited to the ſaid *H. H.* and *J. J.* their heirs and aſſigns as aforeſaid, in the firſt place, pay and ſatisfy, or cauſe to be paid or ſatisfied unto the ſaid *F. E.* her executors, adminiſtrators or aſſigns, all intereſt from time to time to become due and payable for or in reſpect of the ſaid principal ſum of four hundred pounds, after the rate aforeſaid, and at ſuch times, and in ſuch manner as are herein before mentioned and directed for payment thereof, according to the purport, true intent and meaning of theſe preſents, and the aforeſaid proviſo and covenant herein before in that behalf mentioned; **And** alſo ſhall and do during the life of the ſaid *C. A.* pay, apply and diſpoſe of the reſidue and overplus of the clear yearly rents, iſſues and profits of the ſame premiſes (over and above what ſhall be ſufficient from time to time for payment of the intereſt of the ſaid four hundred pounds, as aforeſaid) unto ſuch perſon and perſons, and for ſuch uſes, intents and purpoſes, and in ſuch parts and proportions, manner and form as ſhe the ſaid *C. A.* ſhall from time to time, notwithſtanding her coverture, and whether ſhe ſhall be ſole or married, by any writing or writings under hand, direct or appoint; **And** for want of ſuch direction and appointment, then to the proper hands of her the ſaid *C. A.* or otherwiſe, ſhall permit her to receive the ſame to and for her own ſole and ſeparate uſe and benefit, whoſe receipt alone, notwithſtanding her coverture, ſhall from time to time be a ſufficient diſcharge to the perſon or perſons who ſhall ſo pay the ſame, for ſo much thereof for which the ſaid receipt ſhall be given, to the intent that the ſame, or any part thereof, may not be at the diſpoſal of, or ſubject or liable to the controul, debts, forfeitures or engagements of the ſaid *A. A.* her preſent huſband, or any after taken huſband, but only at her own ſole and ſeparate diſpoſe, and to and for her own ſole and ſeparate uſe and benefit, and to, for or upon no other uſe, truſt, intent, or purpoſe whatſoever, any thing herein contained to the contrary thereof in any wiſe notwitſtanding. **And the ſaid** *A. A.* doth hereby for himſelf, and the ſaid *C.* his wife, his and her heirs, executors and adminiſtrators, further covenant, promiſe and grant, to and with the ſaid *F. E.* her executors, adminiſtrators and aſſigns, in manner and form following; that is to ſay, **That** they the ſaid *A. A.* and *C.* his wife, or one of them, are and ſtand, or is and ſtandeth, lawfully, rightfully, and abſolutely ſeiſed in their, or one of their demeſne as of fee, **Of and in** the ſaid meſſuage or tenements, lands, third part, hereditaments and premiſes, in the ſaid term of two hundred years comprized, or intended to be comprized, of a good, ſure, lawful, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, or fee-tail, to them, or one of them, their, or one of their heirs, without any uſe, truſt, limitation, power of revocation, or any other matter, reſtraint or thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame. **And that** they the ſaid *A. A.* and *C.* his wife, or one of them, have or hath, at the time of the enſealing and delivery of theſe preſents in themſelves, or one of them, good right, full power, and lawful and abſolute authority, to limit and convey the ſame meſſuages or tenements, lands, third part, hereditaments and premiſes, unto the ſaid *F. E.* her executors, adminiſtrators and aſſigns, for and during the ſaid term of two hundred years, as aforeſaid, according to the purport, true intent and meaning of theſe preſents. **And further,** That it ſhall and may be lawful to and for the ſaid *F. E.* her executors, adminiſtrators and aſſigns, from time to time, and at all times, from and after default ſhall happen to be made of or in payment of the ſum of four hundred pounds principal money and intereſt, or any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant herein before mentioned for payment of the ſame, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuages, lands, tenements, third part, hereditaments and premiſes in the ſame term comprized, or mentioned to be comprized, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own uſe and benefit, for and during all the reſt and reſidue which ſhall then be to come and unexpired of the ſaid term of two hundred years, without the lawful let, ſuit, trouble or interruption of or by the ſaid *A. A.* and *C.* his wife, or either of them, their or either of their heirs or aſſigns,, or of or by any perſon or perſons whatſoever; **And that** free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *A. A.* and *C.* his wife, or one of them, their or one of their heirs, executors or adminiſtrators, well and ſuffi-

Proviſo for redemption,

and ceaſing the term.

The huſband (for himſelf and wife) covenants to pay, &c.

The truſt of the eſtate limited to the truſtees declared, during the wife's life. to pay the intereſt,

and the reſidue to her appointees,

into her own hands,

for her ſeparate uſe,

not ſubject to her huſband's debts, &c.

The huſband (for ſelf and wife) Covenants that one of them is ſeiſed in fee,

and has power to convey,

and that after default of payment, the mortgagee,

may enter and enjoy,

free from incumbrances,

ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, titles of dower, uſes, truſts, wills, intails, ſtatutes, recognizances, judgments, extents, executions, and of, from and againſt all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *A. A.* and *C.* his wife, or either of them, their or either of their heirs or aſſigns, or by any other perſon or perſons whomſoever. **And moreover**, that they the ſaid *A. A.* and *C.* his wife, and the heirs of the ſaid *C.* and all and every other perſon and perſons having or lawfully claiming, or who ſhall or lawfully may claim any eſtate, right, title, truſt or intereſt of, in, to or out of the premiſes, or any part thereof, from, by or under, or in truſt for them, either or any of them, ſhall and will from time to time, and at all times, from and after default ſhall happen to be made of or in payment of the ſaid four hundred pounds, principal money and intereſt, or any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *F. E.* her executors, adminiſtrators and aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds and things, for the further and better granting and conveying the ſaid meſſuages, lands, tenements, third part, hereditaments and premiſes, and every part thereof, unto the ſaid *F. E.* her executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid term of two hundred years, without impeachment of waſte, diſcharged of the aforeſaid proviſo for redemption of the premiſes, and all equity thereupon, **As** by the ſaid *F. E.* her executors, adminiſtrators or aſſigns, or her or their counſel learned in the law, ſhall be reaſonably adviſed or deviſed, and required. **And it is further declared and agreed** by and between the ſaid parties to theſe preſents, that in the mean time, and until default ſhall happen to be made of or in payment of the ſaid ſum of four hundred pounds, and intereſt, or ſome part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, it ſhall and may be lawful to and for the perſon or perſons reſpectively to whom the next and immediate reverſion, or remainder of the premiſes, expectant on the ſaid term of two hundred years, ſhall for the time being belong or appertain, by virtue of the limitations above mentioned, and according to their ſeveral eſtates and intereſts therein, peaceably and quietly to have, hold and enjoy, all and ſingular the premiſes in the ſame term comprized, or intended to be comprized, and to receive and take the rents and profits thereof, and of every part thereof, to and for his, her and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption, of or by the ſaid *F. E.* her executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim, any eſtate or intereſt in the premiſes, or any part thereof, from, by or under, or in truſt for her or them. **And it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that it ſhall and may be lawful to and for the ſaid *A. A.* as and when he ſhall come into, and be in poſſeſſion of the premiſes, or any part thereof, by virtue of the limitations above mentioned, from time to time during his life, by indenture under his hand and ſeal to demiſe or leaſe the ſame, or any part thereof, to any perſon or perſons for any term or number of years not exceeding twenty-one years in poſſeſſion, and not in reverſion, remainder and expectancy, ſo as upon ending ſuch leaſe there be reſerved and made payable during the continuance thereof the moſt and beſt improved yearly rent that can be reaſonably had or obtained for the ſame, without taking any ſum or ſums of money, or other thing by way of fine or income, for or in reſpect of ſuch leaſe or leaſes, and ſo as none of the ſaid leaſes be made diſpuniſhable of waſte, by any expreſs words therein, and ſo as in every ſuch leaſe there be contained a clauſe of re-entry for non-payment of the rent or rents to be thereby reſerved, and ſo as the leſſee and leſſees, to whom ſuch leaſe or leaſes ſhall be made, ſeal and deliver counterparts of ſuch leaſe and leaſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And it is hereby further declared and agreed**, by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *H. H.* and *J. J.* and each of them, their and each of their heirs, executors and adminiſtrators, in the firſt place, by and out of the ſaid truſt-eſtate and premiſes, to deduct and reimburſe him and themſelves all ſuch loſs, coſts, charges, damages and expences, as he, they, or any of them ſhall ſuſtain, expend, or be put unto, for or by reaſon of the truſts hereby in them repoſed, and the management and execution thereof, or any other thing in any wiſe relating thereunto. **And whereas** they the ſaid *A. A.* and *C.* his wife, in right of the ſame *C.* are and ſtand ſeiſed of a piece or parcel of copyhold or cuſtomary land, containing by eſtimation. [*Here the parcels.*] **Now this Indenture further witneſſeth**, and it is hereby covenanted, concluded, declared and agreed by and between the ſaid parties to theſe preſents, that they the ſaid *A. A.* and *C.* his wife, ſhall and will within the ſpace of one year now next enſuing, at their or one of their own proper coſts and charges, ſurrender, or cauſe or procure to be ſurrendered, into the hands of the Lord or Lords of the ſaid ſeveral manors of G. and H. according to the reſpective cuſtoms of the ſaid ſeveral manors, the ſaid piece or parcel of copyhold or cuſtomary land. [*Here parcels.*] **And alſo** all other the copyhold or cuſtomary meſſuages, lands, tenements and hereditament whatſoever of them the ſaid *A. A.* and *C.* his wife, or either of them, or whereunto they or either of them in her right, is or are intitled in law or equity, ſituate, lying and being within, or holden of the ſaid ſeveral manors, or any of them, with their and every of their appurtenances, to the uſe of ſuch perſon or perſons, and for ſuch eſtate and eſtates, and in ſuch parts, ſhares and proportions, manner and form, with or without power of revocation, as ſhe the ſaid *C. A.* notwithſtanding her coverture, and whether ſhe ſhall be ſole or married, by any deed or deeds, or writing or writings, or by her laſt will and teſtament in writing, or any writing purporting her laſt will and teſtament, to be by her ſigned, ſealed and executed reſpectively, in the preſence of two or more credible witneſſes, ſhall from time to time direct, limit, give, diſpoſe or appoint the ſame. **And laſtly**, the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *H. H.* and *J. J.* their heirs, executors and adminiſtrators, that he the ſaid *A. A.* or his heirs, hath not, nor will obſtruct or hinder the ſaid *C.* his wife, in making any ſuch direction, limitation, gift, diſpoſition or appointment of the ſaid freehold, copyhold and cuſtomary premiſes, or any part thereof as aforeſaid, but on the contrary ſhall and will, at the requeſt, coſts and charges of the ſaid *C.* his wife, or of the ſaid *H. H.* and *J. J.* or any of them, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable act and acts, thing and things, as well for the better enabling her hereunto, as alſo for eſtabliſhing and confirming theſe preſents, and every clauſe and ſentence herein mentioned. **In Witneſs**, &c.

and for further aſſurances on default of payment.

Covenant, until default of payment, the mortgagors, &c. to enjoy.

A future leaſing power to the huſband, with reſtrictions.

Truſtees to reimburſe themſelves.

Recital that the huſband and wife (in her right) are ſeiſed of copyholds. Covenant to ſurrender them.

To the uſe of appointees of the wife.

The huſband covenants not to obſtruct the wife in diſpoſing, &c. but to do acts requiſite, &c.

*(Horſeman.)*

*Collateral*

*Collateral Security to a Purchaſer, wherein a Fine is covenanted to be levied,* &c.

Parties. THIS Indenture, made, *&c.* Between *C. W.* of, *&c.* and *E.* his wife, (grand-daughter, and heir of *T. P.* of, *&c.* deceaſed, and daughter and heir of *T. P.* of, *&c.* deceaſed, by *S.* his late wife, alſo deceaſed, and niece and heir of *W. P.* deceaſed, late brother of the ſaid *T. P.* the father) of the one part,

Recital. and *D. K.* of, *&c.* Gentleman, of the other part. Whereas the ſaid *C. W.* and *E.* his wife, have by indenture of releaſe bearing even date with theſe preſents, and by other good aſſurances in the law conveyed certain meſſuages and tenements, and ground therein mentioned, with the appurtenances, unto the ſaid *D. K.* and his heirs, and have agreed to convey the meſſuage or tenement and wharf herein after mentioned, unto the ſaid *D. K.* for five hundred years, as a collateral ſecurity for his the ſaid *D. K.* and his heirs quiet enjoyment of the meſſuages and tenements and ground contained in the ſaid indenture bearing even date herewith, for and during the term of ſeven years, from henceforth to be computed, free from all incumbrances whatſoever, (other than the quit-rent payable for the ſame and from henceforth to grow due :) Now this Indenture witneſſeth, that to the intent and for the purpoſes aforeſaid, and for divers other good cauſes and conſiderations, it is hereby declared, concluded and agreed by and between all and every the ſaid parties to theſe preſents, for them and their heirs,

Covenant to levy a fine. And the ſaid *C. W.* for himſelf and his heirs doth covenant and grant to and with the ſaid *D. K.* his heirs, executors and adminiſtrators, by theſe preſents, that they the ſaid *C. W.* and *E.* his wife, ſhall and will before the end of this preſent Michaelmas term, at the proper coſts and charges of the ſaid *C. W.* his heirs and aſſigns, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, one fine *ſur conuſance de droit come ceo*, &c. with proclamations to be thereupon had and made, according to the laws and ſtatutes of this realm in ſuch caſe made and provided, and according to the uſual courſe of fines in ſuch accuſtomed, unto the ſaid *D. K.* and his heirs, All that, *&c.* and of all cellars, *&c.* by ſuch apt and convenient name and names, and ſuch other deſcriptions, as ſhall be thought fit and requiſite; Which ſaid fine ſo covenanted to be levied as aforeſaid, and all and every other fine and fines already had and levied, or hereafter to be had and levied of the ſaid premiſes, or any part thereof, alone or together, with any other lands, tenements and hereditaments, by or between the ſaid parties to theſe preſents, or any of them, ſhall be and enure, and ſhall be adjudged, conſtrued,

Uſes. deemed and taken, and was and were intended to be and enure, and is and are by theſe preſents, and all the parties to the ſame, declared and agreed to be and enure, and to have been and enured, To the Uſe

Subject, &c. and Behoof of the ſaid *D. R.* his executors, adminiſtrators and aſſigns, from the day of the date hereof, for and during and unto the full end and term of five hundred years, from thence next enſuing, and fully to be complete and ended, without impeachment of or for any manner of waſte, Subject to the proviſo herein after mentioned concerning the ſame term; And from and after the end, expiration, or other ſooner determination of the ſame term of five hundred years, then to the uſe and behoof of the ſaid *C. W.* and *E.* his wife, and the heirs of the body of the ſaid *C. W.* and the body of the ſaid *E.* his wife, begotten or to be-

Proviſo. gotten; and for want of ſuch iſſue, to the uſe and behoof of the ſaid *C. W.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. Provided always, that in caſe the ſaid *D. K.* his heirs and aſſigns, ſhall from time to time, and at all times hereafter during the ſpace of ſeven years now next coming, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſeveral meſſuages or tenements, grounds, warehouſes, *&c.* with the appurtenances, mentioned and expreſſed in the ſaid indenture of releaſe bearing even date herewith, and made between the ſaid *C. W.* and *E.* his wife, of the one part, and the ſaid *D. K.* of the other part, without any let, ſuit, trouble, interruption, eviction or ejection, claim or demand whatſoever, of or by any other perſon or perſons whomſoever, and without diſcovering any incumbrance that ſhall affect the ſame, either in law or equity, that then the term of five hundred years to be void and of none effect, and that part of this indenture in the cuſtody of the ſaid *D. K.* to be delivered up unto the ſaid *C. W.* his heirs, executors or adminiſtrators: And the ſaid *C. W.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *D. K.* his heirs and aſſigns, by theſe preſents, that from and after breach ſhall happen to be made of the proviſo aforeſaid, it ſhall and may be lawful to and for the ſaid *D. K.* his executors, adminiſtrators and aſſigns, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement, wharf, and all and ſingular other the premiſes herein before mentioned, for and during the reſt and reſidue of the ſaid term of five hundred years, which ſhall be then to come and unexpired, without any the lawful let, ſuit, trouble, interruption or eviction of the ſaid *C. W.* and *E.* his wife, or either of their heirs, executors, adminiſtrators or aſſigns, or of any other perſon or perſons whomſoever: And the ſaid *D. K.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *C. W.* and *E.* his wife, their heirs and aſſigns, by theſe preſents, that until ſome breach ſhall happen to be made of the proviſo aforeſaid, it ſhall and may be lawful to and for the ſaid *C. W.* and *E.* his wife, their heirs and aſſigns, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage, or tenement and wharf, with the appurtenances, and to take and receive the rents, iſſues and profits thereof, to his and their own uſe and uſes, without the let, ſuit, trouble, interruption, eviction or ejection of the ſaid *D. K.* his executors, adminiſtrators or aſſigns, and without any account to be given to the ſaid *D. K.* his executors, adminiſtrators or aſſigns, for or concerning the ſame. In Witneſs, &c.

Peruſed by *William Peere Williams.*

*Collateral Security by Demiſe for ſecuring the Intereſt Money lent on a Mortgage, the mortgaged Premiſes being incumbered with Rents-Charge.*

THIS Indenture, &c. **Between** the Right Honourable *J.* Earl of L. of the one part, and *B. H.* and *H. H.* of L. Eſquire, of the other part. **Whereas** by indenture of demiſe (by way of mortgage) bearing date the day next but one before the day of the date of theſe preſents, and made between the ſaid *J.* Earl of L. of the one part, and the ſaid *B. H.* and *H. H.* of the other part, for and in conſideration of the ſum of ſix thouſand pounds to the ſaid Earl in hand lent and paid by the ſaid *B. H.* and *H. H.* *He* the ſaid *J.* Earl of L. *Did* demiſe and grant unto the ſaid *B. H.* and *H. H.* their executors, *&c.* **All thoſe** ſeveral pieces or parcels therein particularly deſcribed, (being part and parcel of certain ground theretofore called, *&c.*) and alſo thoſe ſeveral meſſuages, *&c.* on the ſaid ſeveral pieces of ground erected and built, with the ſaid reſpective appurtenances, ſituate, *&c.* **All which** premiſes are therein mentioned to be leaſed to the ſeveral perſons therein mentioned and herein after named, *viz.* To *F. B. & al' (The ſeveral tenants)* by ſeveral indentures of leaſe for ſeveral terms of years, at and under ſeveral yearly ground rents, and alſo the ſaid rents by the ſaid indentures of leaſe reſpectively reſerved, amounting in the whole to the yearly ſum of four hundred and ſixty-ſeven pounds fifteen ſhillings, **And** the reverſion and reverſions, yearly and other rents, iſſues and profits of the ſaid hereditaments and premiſes; **To hold** the ſame (ſubject as therein mentioned) unto the ſaid *B. H.* and *H. H.* their executors, *&c.* from the day next before the day of the date thereof, for and during the term of five hundred years, at and under the yearly rent of one pepper-corn only; *Subject nevertheleſs* to a proviſo in the ſame indenture contained, that if the ſaid *J.* Earl of L. his heirs, executors, adminiſtrators or aſſigns, ſhould well and truly pay or cauſe to be paid unto the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns, at or ——— *C. D.* Eſquire, of the Inner Temple, London, the ſaid ſum of ſix thouſand pounds, together with lawful intereſt for the ſame after the rate of five pounds *per cent. per annum*, on the ——— day of February, then and now next enſuing, without any deduction or abatement whatſoever, then and from thenceforth the demiſe thereby made, and every matter and thing therein contained, ſhould determine and be utterly void, as in and by, *&c.* **And whereas**, in regard the before mentioned mortgaged premiſes now are and ſtand charged and liable to and with the payment of a rent-charge of two hundred pounds to *P. Q.* for his life, charged by the laſt will of the Right Honourable *J.* Earl of L. as a collateral or further ſecurity is agreed and intended to be given for payment of the intereſt of the ſaid principal ſum of ſix thouſand pounds unto the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns: **Now this Indenture witneſſeth**, That in purſuance and performance of the ſaid recited agreement, and for and in conſideration of the ſaid ſum of ſix thouſand pounds, ſo paid to the ſaid Earl by the ſaid *B. H.* and *H. H.* as aforeſaid, and alſo for and in conſideration of the ſum of five ſhillings, of, *&c.* to the ſaid Earl in hand paid by the ſaid *B. H.* and *H. H.* at or before, *&c.* the receipt whereof is by the ſaid Earl hereby acknowledged, **He** the ſaid *J.* Earl of L. **Hath** demiſed, granted, bargained, ſold, and to farm letten, and by, *&c.* unto the ſaid *B. H.* and *H. H.* their executors, *&c.* **All thoſe** ſeveral pieces or parcels of ground, and the ſeveral meſſuages or tenements thereon erected and built, with their reſpective appurtenances, ſituate, *&c.* and as the ſame premiſes are now in leaſe to the ſeveral and reſpective perſons, whoſe names and their reſpective yearly ground rents reſerved are particularly mentioned and ſet forth in a ſchedule hereunder written, amounting in the whole to the yearly ſum of ſix hundred and ninety one pounds ten ſhillings, and alſo the ſaid yearly ground rents, amounting to the ſaid ſum of ſix hundred and ninety-one pounds ten ſhillings, ſo reſerved as aforeſaid: **To have and to hold** the ſaid ſeveral meſſuages or tenements, ground rents, hereditaments, and all and ſingular other the premiſes herein before mentioned and intended to be hereby demiſed, with their and every of their appurtenances unto the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date hereof, for and during and unto the full end and term of twenty-one years from thence next enſuing, and fully to be complete and ended, if he the ſaid *J.* Earl of L. ſhall ſo long live; **Yielding and paying** therefore yearly and every year during the continuance of the ſaid term, unto the ſaid *J.* Earl of L. and his aſſigns, the rent of one pepper-corn only, at the feaſt day of St. Michael the Archangel, if the ſame ſhall be lawfully demanded; **Nevertheleſs** upon the ſeveral truſts, and to and for the intents and purpoſes, and ſubject to the proviſo herein after mentioned, expreſſed and declared of and concerning the ſame, *viz.* **In Truſt** and to the intent and purpoſe that they the ſaid *B. H.* and *H. H.* their executors, adminiſtrators or aſſigns, ſhall and may during the continuance of the above recited ſecurity in the firſt place, by and out of the clear rents, iſſues and profits of the hereby demiſed premiſes, deduct, retain and ſatisfy to themſelves the intereſt of the ſaid ſum of one thouſand pounds, ſo by them lent and paid to the ſaid Earl as aforeſaid, from time to time, when and as the ſame ſhall become due and payable, according to the true intent and meaning of the proviſo in the ſaid recited indenture contained; and from and after payment thereof, and alſo from and after deducting and retaining out of the rents and profits of the ſaid hereby demiſed premiſes all ſuch coſts, charges and damages which they the ſaid *B. H.* and *H. H.* their executors or aſſigns, ſhall pay, expend or ſuſtain in collecting and receiving the ſame for the intents and purpoſes aforeſaid, and ſubject thereunto, then in truſt to pay the reſidue or ſurplus of all the rents, iſſues and profits of the premiſes hereby demiſed, to the ſaid *J.* Earl of L. and his aſſigns, to and for his and their own uſe and benefit. **Provided always**, and it is hereby declared, by and between all the parties to theſe preſents, that if the ſaid *J.* Earl of L. his heirs, executors, adminiſtrators or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns, the ſaid principal ſum of ſix thouſand pounds of lawful money of Great Britain, together with lawful intereſt for the ſame after the rate of five pounds *per cent. per annum*, according to the true intent and meaning of the ſaid recited indenture, and the proviſo therein contained for payment thereof, in diſcharge of the abovementioned proviſo; *Then* and from thenceforth theſe preſents, and the demiſe hereby made, and every covenant, matter and thing herein contained, ſhall ceaſe, determine, and be utterly void and of none effect; any thing herein contained to the contrary thereof in any wiſe notwithſtanding: **And the ſaid** *J.* Earl of L. for himſelf, his heirs, *&c.* and for every of them, doth covenant, *&c.* to and with the ſaid *B H.* and *H. H.* their executors, adminiſtrators and aſſigns by theſe preſents, that it ſhall and may be lawful to and for the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns, from time to time, and at all times, to enter upon and peaceably and quietly have, hold and enjoy all and

Recital of mortgage.

Parcels.

Habendum.

Mortgaged premiſes chargeable with rents charge.

Ground rents, &c. referred to by a ſchedule.

Habendum.

Reddendum.

Truſts.

Proviſo.

Covenants.

Quiet enjoyment.

and ſingular the ſaid hereby demiſed premiſes, and to receive and take the rents, iſſues and profits thereof, to and for their own uſe and benefit, for and during all the reſt and reſidue of the ſaid term of twenty-one years, which ſhall be then to come and unexpired, without any let, ſuit, trouble, moleſtation, interruption or diſturbance of or by him the ſaid *J.* Earl of L. or his aſſigns, or of or by any other perſon or perſons whomſoever; **Subject only** to ſuch truſts and proviſoes as aforeſaid. **Provided always**, and it is hereby further declared by and between the parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *J.* Earl of L. from time to time, and at all times during the continuance of this demiſe, by any indenture or indentures under his hand and ſeal, to grant or recover any leaſe or leaſes of the ſaid hereby demiſed premiſes, or any part or parts thereof, to any perſon or perſons, for ſuch term or terms of years, as he the ſaid Earl, by virtue of a power contained in an indenture of ſettlement of ſix parts, bearing date the, *&c.* and made between the Right Honourable *R.* Earl of L. and *P.* Lord Viſcount L. his ſon and heir apparent, of the firſt part, Lord *W. P.* and *F. O.* Eſquire, of the ſecond part, Dame *M. O.* widow of Sir *A. O.* deceaſed, Dame *M. R.* widow of Sir *R. R.* her firſt huſband, deceaſed, and one of the daughters of the ſaid Sir *A.* and Dame *M. O. A. R.* ſpinſter, (eldeſt daughter and one of the co-heireſſes of the ſaid Sir *R. R.*) of the third part, *J.* Lord D. Sir *H. W.* Sir *R. O. T. O.* Eſquire, his ſon and heir apparent, Sir *M. P.* and *T. P.* of C. his ſon and heir apparent, of the fourth part, *J.* Earl of B. *C. E.* Eſquire, *T. P.* of B. Eſquire, and Sir *F. C.* Knight, of the fifth part, and *J. M.* Gentleman, of the ſixth part, *Is thereby enabled* to make and grant, and under ſuch reſtrictions as are in the ſame indenture for that purpoſe expreſſed or mentioned; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And it is hereby further declared and agreed** by and between the ſaid *B. H.* and *H. H.* and the ſaid *J.* Earl of L. that when and ſo often as the intereſt of the ſaid ſum of ſix thouſand pounds, ſhall be duly paid or ſatisfied by half yearly payments, upon every ——— day of ——— during ſuch time as the ſaid principal ſum of ſix thouſand pounds ſhall be unpaid, that then and ſo often as ſuch intereſt ſhall be ſo paid half yearly upon the days aforeſaid, or within three months next after each reſpective day of payment, either by the ſaid *J.* Earl of L. his heirs, executors, adminiſtrators or aſſigns, or by virtue of theſe preſents, ſo often thirty pounds ſhall be abated in each ſuch payment, and ſo often intereſt after the rate of four pounds *per cent. per annum*, ſhall be taken and accepted in lieu and full ſatisfaction of the intereſt after the rate of five pounds *per cent. per annum*, agreed to be paid for the ſame as aforeſaid. **And laſtly**, He the ſaid *J.* Earl of L. for himſelf, *&c.* doth hereby further covenant, *&c.* to and with the ſaid *B. H.* and *H. H.* their, *&c.* that he the ſaid *J.* Earl of L. ſhall and will, at all times hereafter during the term hereby granted, when thereunto required by the ſaid *B. H.* and *H. H.* their executors, *&c.* or the ſurvivors or ſurvivor of them, by a proper inſtrument or inſtruments in writing for that purpoſe, conſtitute, authorize and appoint ſuch proper perſon or perſons as the ſaid *B. H.* and *H. H.* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, ſhall in that behalf nominate to be a receiver or receivers of the rents and profits of all and every the ſaid pieces or parcels of ground, meſſuages, or tenements, buildings, hereditaments and premiſes, with the appurtenances hereby demiſed, to the intent, in the firſt place, by and out of the rents and profits of the ſaid meſſuages or tenements, hereby demiſed, or intended ſo to be, to pay and ſatisfy unto the ſaid *B. H.* and *H. H.* their executors, adminiſtrators and aſſigns, or the ſurvivors or ſurvivor of them, the intereſt of the ſaid ſum of ſix thouſand pounds, as the ſame ſhall become due and payable, and to pay the ſurplus or reſidue thereof unto the ſaid Earl or his aſſigns. **In Witneſs**, &c.

Power for the Earl to make leaſes according to the original ſettlement.

Agreement for an abatement on paying intereſt.

The Earl covenants to conſtitute ſuch perſons as the mortgagee ſhall think fit to receive rents.

*Collateral Security on a Purchaſe whereby the Sum of Six Hundred Pounds, Part of Purchaſe-Monies, is laid out in buying* South-Sea *Annuities, and veſted in four Truſtees, two for Vendors and two for Vendees, upon Truſt* (inter alia) *for ſecuring againſt a Mortgage of Five Hundred Pounds, on purchaſed Premiſes, not appearing to be ſatisfied.*

**This Indenture Tripartite**, &c. **Between** Dame *K. C.* widow, and *E. C.* and *M. C.* ſpinſters, her daughters, all of, *&c.* (*the Vendors in the Deed of Purchaſe*) of the firſt part, the moſt noble *S.* Ducheſs Dowager of M. the Right Honorable *F.* Earl G. the Right Honorable *W. C.* of, *&c.* Eſquire, and *J. H.* of, *&c.* of M. Eſq; (the four acting executors of the moſt noble *J.* late Duke of M. deceaſed, *the Purchaſers*) of the ſecond part, and Sir *R. L.* of, *&c.* Bart. Sir *J. C.* his Majeſty's Serjeant at Law, *(the two firſt truſtees for vendors) T. N.* of, *&c.* Eſquire, and *J. S.* of, *&c.* (*Truſtees for the Purchaſers*) of the third part. **Whereas** the ſaid Ducheſs Dowager, Earl *G. W. C.* and *J. H.* have lately purchaſed of the ſaid Dame *K. C. E. C.* and *M. C.* divers meſſuages, *&c.* in S. *&c.* for the ſum or price of eighteen thouſand five hundred pounds, (part of the perſonal eſtate of the ſaid *J.* late Duke of M.) in conſideration whereof, by indentures of leaſe and releaſe, and bargain and ſale inrolled in Chancery, the leaſe bearing date the day next before the day of the date of the releaſe and bargain and ſale, and the releaſe and bargain and ſale bearing date the 28th day of July now laſt paſt, the releaſe being *quinquepartite*, and made or mentioned to be made between the ſaid Dame *K. C. E. C.* and *M. C.* of the firſt part, Sir *W. C.* Baronet, and *D. O.* Eſquire, of the ſecond part, *D. N.* Eſquire, and *H. W.* Gentleman, of the third part, *H. D.* widow, of the fourth part, and the ſaid Ducheſs Dowager, Earl *G. W. C.* and *J. H.* of the fifth part; and by fine in the ſame indenture of releaſe covenanted to be levied, and ſince duly levied accordingly, and by other good aſſurances in the law, *All* the ſaid purchaſed premiſes *Have* been conveyed and aſſured unto and to the uſe of the ſaid Ducheſs Dowager, Earl *G. W. C.* and *J. H.* their heirs and aſſigns: **And whereas** the ſaid Dame *K. C.* in an anſwer in Chancery, by her put in or about the, *&c.* to a bill then and there exhibited againſt her and others, at the ſuit of the ſaid Sir *W. C.* her ſon, (then *W. C.* an infant) did ſay, that her jointure eſtate (meaning the ſaid purchaſed meſſuages, *&c.* was left, ſubject to a mortgage made by her then late huſband Sir *W. C.* of five hundred pounds, and intereſt, for which *(inter alia)* ſhe hoped the ſaid Court would decree a ſatisfaction to be made to her out of the truſt eſtate therein mentioned; **Of which** ſaid mortgage no ſatisfactory account can now be given to whom the ſame was made, or when the ſame was paid, or what is become thereof, as all of them the ſaid Dame *K. C. E. C.* and *M. C.* do affirm, although it is believed, and by them alledged, that if there ever was any ſuch mortgage, the ſame muſt have been long ſince paid off and diſcharged, though they cannot make out the ſame to the ſatisfaction of the ſaid purchaſers or

Recitals, viz.

As to the leaſe releaſe and deed, &c.

As to an anſwer in Chancery, whereby the chief vendor mentions a mortgage, &c.

or their counſel, and therefore upon the treaty of the ſaid purchaſe, it was propoſed by the ſaid Dame *K. C.* and *E. C.* and *M. C.* to the ſaid purchaſers, that ſix hundred pounds South-Sea annuity ſhould be bought with part of the ſaid eighteen thouſand five hundred pounds purchaſe-money in the joint names of them the ſaid Sir *R. L.* Sir *J. C. T. N.* and *J. S.* upon the truſts and for the purpoſes herein after mentioned, and as a ſecurity for indemnifying the ſaid purchaſers, their heirs and aſſigns, and the ſaid purchaſed meſſuages, lands and hereditaments, and every part thereof, of and from the ſaid mortgage, and the monies thereby ſecured or thereupon owing (if any be) in manner hereafter expreſſed: **And whereas**, in purſuance of the ſame agreement, the ſum of ——— part of the ſaid eighteen thouſand five hundred pounds, purchaſe money, hath this day accordingly been laid out and inveſted by the ſaid Ducheſs Dowager, Earl *G. W. C.* and *J. H.* with the privity and conſent of the ſaid Dame *K. C. E. C.* and *M. C.* (teſtified by their being parties to and executing theſe preſents) in the purchaſe of ſix hundred pounds South-Sea annuities, which have been transferred unto and are now ſtanding in the books of the ſaid company, in the joint names of the ſaid Sir *R. L.* Sir *J. C. T. N.* and *J. S.* as by the ſame books may appear, and which they the ſaid Sir *R. L.* Sir *J. C. T. N.* and *N. S.* do hereby acknowledge: **Now this Indenture witneſſeth**, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that the ſaid ſix hundred pounds, South-Sea annuities ſo transferred unto and ſtanding in the names of the ſaid Sir *R. L.* Sir *J. C. T. N.* and *J. S.* as aforeſaid, are and were ſo to them transferred only as truſtees, and to remain and continue in their names for and during the natural life of the ſaid Dame *K. C.* or for and during the ſpace of ſeven years now next enſuing, (in caſe ſhe the ſaid Dame *K. C.* ſhall depart this life before the expiration of the ſaid ſeven years;) **Nevertheleſs** upon ſuch truſts, and for ſuch purpoſes, and ſubject to ſuch agreements as are herein after mentioned and expreſſed concerning the ſame annuities, (that is to ſay) **For ſo much** and ſo long of the ſaid term or terms laſt mentioned, as no ſuch mortgage as aforeſaid ſhall be produced, found out or diſcovered to be ſubſiſting, and to affect and be an incumbrance upon the ſaid purchaſed meſſuages, lands, tithes and hereditaments, or ſome part thereof, and that no demand ſhall be made for principal money or intereſt as due on ſuch mortgage; **Upon Truſt** that that they the ſaid Sir *R. L.* Sir *J. C. T. N.* and *J. S.* and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, and ſuch others on or to whom the truſts hereby declared ſhall devolve or be transferred, ſhall and do permit and ſuffer the clear yearly intereſt, dividends and produce of the ſaid ſix hundred pounds South-Sea annuities, (over and above the charges attending the execution of the truſts hereby declared) to be received and taken by the ſaid Dame *K. C.* for her own uſe during her life; and from and after her deceaſe, in caſe ſhe die before the end of the ſaid ſeven years, then during the remainder of the ſaid ſeven years by the ſaid *E. C.* and *M. C.* equally between them, ſhare and ſhare alike, and their reſpective executors and adminiſtrators, and ſhall and do from time to time, in and by ſuch reſpective letter or letters of attorney, as in that behalf ſhall be needful and ſufficient, impower and authoriſe them, (or any other perſon or perſons, whom for their uſe and conveniency they ſhall by writing under their reſpective hands in that behalf nominate to receive and take the ſame accordingly;) **But in Caſe**, and when and ſo ſoon as any ſuch mortgage as aforeſaid ſhall be produced, found and diſcovered to be ſubſiſting, and to affect and be an incumbrance upon the ſaid purchaſed meſſuages, lands, tithes, hereditaments and premiſes, or any part thereof, or that any demand ſhall be made for principal money or intereſt as due on ſuch mortgage; then **Upon Truſt** that they the truſtees for the ſaid nnuities, ſhall and do by ſale of the ſame annuities, or a competent part thereof, and by and with the clear yearly dividends and intereſt thereof in the mean time, after ſuch diſcovery or demand, and until ſuch ſale, raiſe ſo much monies as ſhall be ſufficient to ſatisfy and diſcharge all principal monies and intereſt, which ſhall appear to be then *bona fide* due and owing on ſuch mortgage as aforeſaid, together with all charges attending the execution of the truſts hereby declared, or to be ſuſtained by or charged on, or affecting the ſaid purchaſers, their heirs, executors, adminiſtrators or aſſigns, or the ſaid purchaſed premiſes, or any part thereof, by reaſon or on account of ſuch mortgage, and ſhall and do apply and diſpoſe of the monies when ſo raiſed, or a ſufficient part thereof accordingly, and pay over the ſurplus thereof, or transfer the remainder of the ſaid South Sea annuity ſtock, (if any ſuch ſhall be) unto the ſame Dame *K. C.* (if then living) but if dead, then unto the ſaid *E. C.* and *M. C.* their executors or adminiſtrators, diſcharged of the ſaid truſt, unleſs they the ſaid Dame *K. C. E. C.* and *M. C.* or ſome of them, their or ſome or one of their executors or adminiſtrators, ſhall and do by and with their own monies, and to the ſatisfaction of the ſaid purchaſers, their heirs or aſſigns, or of their counſel, immediately or within the ſpace of one month after ſuch diſcovery or demand as aforeſaid, not only pay off, ſatisfy and diſcharge all ſuch principal monies, intereſt and charges as aforeſaid; but alſo in the mean time ſave harmleſs and keep indemnified therefrom the ſaid purchaſers, their heirs, executors, adminiſtrators and aſſigns, and the ſaid truſtees, and every of them, and the ſaid purchaſed premiſes, and every part thereof: **Provided always**, and it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that in caſe during the life of the ſaid Dame *K. C.* or in caſe ſhe die during the ſaid ſeven years; if during the ſaid term no ſuch mortgage as aforeſaid ſhall be found out or diſcovered to be ſubſiſting, and to affect and be an incumbrance on the ſaid purchaſed meſſuages, lands, tithes, hereditaments and premiſes, or ſome part thereof, and that the ſaid purchaſers, their heirs, aſſigns or truſtees, or any of them, ſhall not, during the reſpective times laſt mentioned, be ſued, moleſted, evicted or diſturbed in the enjoyment of the ſaid purchaſed meſſuages, lands, tenements, hereditaments and premiſes, or ſome part thereof, by reaſon or means of any ſuch mortgage, or the monies thereby ſecured or due and owing thereupon, or in caſe it ſhall at any time, before the expiration of the reſpective times laſt mentioned, be clearly made out to the ſatisfaction of the ſame purchaſers, their heirs or aſſigns, or their counſel, that the ſaid mortgage was never ſubſiſting, or is ſince paid off and fully ſatisfied, or that the ſaid purchaſed premiſes, and every part thereof, is and are ſufficiently freed, releaſed and diſcharged therefrom, or in caſe any ſuch mortgage ſhall, during the ſaid reſpective times laſt mentioned, appear to be an incumbrance upon the ſame premiſes, or any part thereof; then when and ſo ſoon as the ſaid purchaſed meſſuages, lands, tithes, hereditaments and premiſes, and every part thereof, ſhall by the ways and means aforeſaid, or otherwiſe, and to the ſatisfaction of the ſaid *D. D.* of M. *E. G. W. C.* and *J. H.* or the ſurvivors or ſurvivor of them, or the heirs or aſſigns of ſuch ſurvivor, or his or their counſel learned in the law, be freed and abſolutely releaſed and diſcharged of and from the ſame, and that ſuch indemnification as aforeſaid ſhall be fully made, and that all ſuch charges as aforeſaid ſhall be fully paid and ſatisfied; then upon truſt, that they the ſaid truſtees for the time being of the ſaid South Sea annuities, ſhall and do forthwith thereupon, at the requeſt, coſts and charges of the ſaid Dame *K. C.*

It was on treaty of purchaſe agreed that 600l South-Sea Annuity ſtock, ſhould be purchaſed with part of purchaſe-monies.

Conſideration.

Declaration of the Truſts of the ſaid 600l. annuity ſtock.

Proviſo to transfer ſaid annuities as ſoon as the mortgage is proved not to have been, &c.

*K. C. E. C.* and *M. C.* or the ſurvivors or ſurvivor of them, her executors and adminiſtrators, transfer and make over the ſaid ſix hundred pounds, South Sea annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the purpoſes aforeſaid, and pay all dividends and intereſt then due thereupon, unto the ſaid Dame *K. C.* if then living; but if dead, then unto the ſaid *E. C.* and *M. C.* or the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, for their reſpective uſe and benefit: **Provided alſo,** and it is hereby further agreed and declared, by and between all the ſaid parties to theſe preſents, that in caſe any part or parts of the ſaid ſix hundred pounds, South Sea annuities, ſhall by authority of Parliament, or otherwiſe, be redeemed or paid in before the aforeſaid truſts ſhall be fully performed; *Then* and in ſuch caſe, and ſo often, it ſhall and may be lawful, to and for the ſaid truſtees for the time being for the ſame annuities, to lay out and inveſt the monies ſo to be paid in, in the purchaſe of ſome other ſhare or intereſt in the ſaid South Sea annuities, or place the ſame out, in or upon ſome other public or private ſecurity or ſecurities at intereſt in their joint names, upon the truſts, and ſubject to the proviſoes and agreements herein contained, as they the ſaid *S. D.* of M. *F.* Earl *G. W. C.* and *J. H.* their heirs and aſſigns, and the ſaid Dame *K. C. E. C.* and *M. C.* their executors, adminiſtrators or aſſigns, ſhall in that behalf direct or appoint: **Provided further,** and it is hereby agreed and declared by and between all the ſaid parties to theſe preſents, that in caſe the ſaid *T. N.* and *J. S.* (the truſtees nominated by the ſaid purchaſers) or either of them, ſhall die before the ſaid truſts be performed; then it ſhall be lawful for the ſame purchaſers, or the ſurvivors or ſurvivor of them, his or her heirs or aſſigns, to appoint another truſtee or truſtees in the ſtead of him or them ſo dying, and ſo *toties quoties*, as often as any truſtee named or to be named by the ſaid purchaſers, or the ſurvivors or ſurvivor of them, his or her heirs or aſſigns as aforeſaid, ſhall happen to die, whilſt the ſaid truſts, or any of them, are ſubſiſting; **And** in caſe the ſaid Sir *R. L.* and Sir *J. C.* (the truſtees nominated by the vendors) or either of them, ſhall die before the ſaid truſts be performed, it ſhall be lawful for the ſame vendors, or the ſurvivors or ſurvivor of them, her executors or adminiſtrators, to appoint truſtee or truſtees in the ſtead of him or them ſo dying, as laſt mentioned, and ſo *toties quoties*, as often as any truſtee named or to be named by the ſaid vendors, or the ſurvivors or ſurvivor of them, her executors or adminiſtrators as aforeſaid, ſhall happen to die, while the ſaid truſts, or any of them, are ſubſiſting. **And** it is hereby further agreed and declared by and between the ſaid parties to theſe preſents, that when and ſo often as any new truſtee or truſtees ſhall be appointed as aforeſaid, then the ſurviving truſtee or truſtees for the time being of the ſaid truſt premiſes, ſhall at the charges of the ſaid Dame *K. C. E. C.* and *M. C.* their executors or adminiſtrators, or ſome of them, transfer the ſaid annuities and truſt premiſes, or ſo much thereof as ſhall be then remaining, ſo and in ſuch manner, as that the ſame ſhall be legally veſted in the joint names of ſuch new truſtee or truſtees, and of ſuch ſurviving truſtee or truſtees upon the truſts aforeſaid, and ſo *toties quoties*, and as often as the like caſe ſhall happen. **And the ſaid** Dame *K. C. E. C.* and *M. C.* do hereby for themſelves, their heirs, executors and adminiſtrators, jointly and ſeverally covenant, promiſe, grant and agree, to and with the ſaid *S. D.* of M. Earl *G. W. C.* and *J. H.* their heirs and aſſigns, that they the ſaid Dame *K. C. E. C.* and *M. C.* their heirs, executors or adminiſtrators, or ſome of them, ſhall and will at all times hereafter, ſave, defend and keep indemnified the ſaid Ducheſs Dowager, Earl *G. W. C.* and *J. H.* their heirs, executors, adminiſtrators and aſſigns, and every of them; and the ſaid meſſuages, lands, tithes and hereditaments, ſo by them purchaſed as aforeſaid, and every part thereof, of and from the above-mentioned mortgage (if any ſuch be yet ſubſiſting) and of and from all ſum and ſums of money thereby ſecured, or any ways due or owing thereupon; and of and from all coſts, charges, damages and expences, which they the ſaid purchaſers, or any of them, their or any of their executors, adminiſtrators or aſſigns, ſhall or may ſuſtain, expend or be put unto, for or by reaſon of the non-payment thereof, or any part thereof. **In Witneſs,** &c.

A power, if annuities redeemed by Parliament; then truſtees with conſent to new place out, &c.

Power for purchaſers and vendors, if their reſpective truſtees die, to appoint others,

and ſurviving truſtees to aſſign to new truſtees.

Vendors covenant with purchaſers to indemnify them, and purchaſed premiſes on account of the mortgage, if any, &c.

## *Collateral Security by Deed Poll for Payment of Debts, and other Uſes and Truſts,* &c.

**To all,** &c. *S. H.* of, *&c.* ſendeth Greeting. **Whereas** *E. H.* late of, *&c.* (father of the ſaid *S. H.*) did by his laſt will and teſtament, dated the 13th of July 1765, (amongſt other legacies by him given) give and deviſe unto the ſaid *S. H.* five hundred pounds for her portion, and unto *S. H.* deceaſed, (another daughter of the ſaid *E. H.*) the like ſum of five hundred pounds for her portion; and did deviſe ſeveral meſſuages, lands and tenements therein mentioned, to the ſeveral perſons therein named, to be ſold for raiſing monies to pay the debts and legacies: **And whereas** the ſaid *S. H.* died before any part of the ſaid five hundred pounds that was given to her for her portion, was paid, and the ſaid *S. H.* is intitled to one fifth part thereof, and of ſuch intereſt as is or ſhall be due or payable for the ſame: **And whereas** an act of Parliament ſince the death of the ſaid *E. H.* hath been obtained for veſting a further part of his real eſtate in truſtees therein mentioned, to be ſold for payment of his debts and legacies; **And whereas** the Reverend *N. H.* of, *&c.* (who is eldeſt ſon now living of the ſaid *E. H.*) did enter into certain articles, bearing date the 26th of September 1769, for the purchaſe of ſuch part of the ſaid ſeveral truſt eſtates as remain unſold, and did thereby *(inter alia)* covenant and agree to pay and diſcharge all the debts and legacies of the ſaid *E. H.* as were then unpaid, as by the ſaid will, act of parliament and articles, *&c.* more fully may appear: **And whereas** there is now due and owing unto the ſaid *S. H.* for her ſaid portion, and for the intereſt thereof, and for her ſhare of the monies that are payable for the portion of the ſaid *S. H.* deceaſed, and for the intereſt thereof, the ſum of nine hundred and fifty pounds eleven ſhillings and ten-pence, or thereabouts, as ſhe the ſaid *S. H.* computes; but two hundred pounds, part thereof, is by the ſaid articles not to be paid till after the death of *S. H.* widow, mother of the ſaid *S. H.* or upon ſuch other contingencies as in the ſaid articles is mentioned: **And whereas** the ſaid *S. H.* is deſirous that ſeveral ſums of money herein after mentioned to be owing by her to the ſeveral perſons herein after named ſhould be paid and ſatisfied, and that after payment thereof the overplus of the ſaid money to her due, or to grow due as aforeſaid, ſhall be applied and diſpoſed of as herein after is mentioned: **Now know ye,** that the ſaid *S. H.* (for the purpoſes aforeſaid, and in conſideration of five ſhillings of, *&c.* to her in hand paid by *J. R.* of, *&c.* and *W. B.* of, *&c.* at or before, *&c.* the receipt whereof ſhe doth hereby acknowledge) hath granted, aſſigned and ſet over, and by, *&c.* unto the ſaid *J. R.* and *W. B.* their executors, *&c.* **All and every** the ſums of money which are payable, or which ſhall hereafter become payable, unto the ſaid *S. H.* her executors or adminiſtrators, by virtue

Recitals.

S. H. died before ſhe received any of her portion.

She deſires to pay her debts,

and that ſurplus ſhall go to the after uſes.

Conſideration.

Aſſignment.

virtue of the ſaid will, act of parliament and articles before mentioned, or any of them, or which ſhall hereafter become due or payable for the intereſt thereof; **To have, hold,** receive and take the ſame, and every part thereof, to, for and upon the ſeveral truſts, intents and purpoſes herein after mentioned, *viz.* **Upon Truſt** that they the truſtees, the ſaid *J. R.* and *W. B.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do, by and out of the monies hereby aſſigned, when and as ſoon as received, pay and ſatisfy unto the ſeveral perſons herein after named, the ſeveral ſums of money herein after mentioned, and which are now due and owing unto them reſpectively from the ſaid *S. H. viz.* Unto *P. J.* Doctor of Laws, the ſum of ——; unto her ſiſter *A. H.* ſpinſter, the ſum of ——; and unto ſeveral perſons therein named, the ſeveral ſums of money therein mentioned, together with intereſt for the ſame ſeveral ſums; and as to the reſidue or ſurplus of the ſaid hereby aſſigned monies, **Upon Truſt,** that the ſaid truſtees ſhall and may diſpoſe thereof in the purchaſe of an annuity or yearly rent charge, in the names of them, or one of them, for and during the life of the ſaid *S. H.* and in truſt for her the ſaid *S. H.* and to and for her ſole uſe and benefit, or otherwiſe diſpoſe of all or any part of the ſaid reſidue of the ſaid monies, to and for his uſe and benefit: **And upon this further Truſt,** that the ſaid reſidue of the ſaid monies, or ſuch part thereof as ſhall not have been laid out in ſuch purchaſe, or otherwiſe diſpoſed of as aforeſaid, ſhall be placed out upon ſecurity at intereſt, and that the intereſt thereof ſhall from time to time, as the ſame ſhall be received and had, be paid and diſpoſed to and for the uſe and benefit of the ſaid *S. H.* **And upon this further Truſt,** that in caſe ſuch intereſt ſhall not be ſufficient for the maintenance and ſupport of the ſaid *S. H.* and ſupplying her with phyſic, and all other neceſſaries for which ſhe may have occaſion, then it ſhall be lawful to and for the ſaid *J. R.* and *W. B.* the ſurvivor of them, his and their executors, adminiſtrators and aſſigns, from time to time, to pay and diſpoſe of ſo much of the principal monies, to and for the maintenance and ſupport of the ſaid *S. H.* and ſupplying her with phyſic, and all other neceſſaries for which ſhe ſhall or may have occaſion, as they in their diſcretion ſhall think requiſite and neceſſary: **And likewiſe upon Truſt,** that all and every the monies which ſhall at any time hereafter be received by the ſaid *J. R.* and *W. B.* the ſurvivor of them, his or their executors or aſſigns, by virtue of theſe preſents, which ſhall be remaining and undiſpoſed of at the death of the ſaid *S. H.* ſhall be paid unto the executors or adminiſtrators of the ſaid *S. H.* or unto ſuch perſon or perſons, or unto ſuch uſes as the ſaid *S. H.* ſhall by any deed or writing ſigned by her in the preſence of two or more, in the preſence of the Rector of W. the Rector of O. the Rector of L. the Rector of T. M. the Vicar of R. and the Vicar of *C.* for the time being, but for want of ſuch appointment, then the ſame ſhall go to be divided amongſt the brothers and ſiſters, or their legal repreſentatives, ſhare and ſhare alike. **Provided,** and the ſaid *S. H.* doth hereby declare her mind and meaning to be, that they the ſaid *J. R.* and *W. B.* the ſurvivor of them, his and their executors, and every of them, ſhall or lawfully may from time to time deduct and take to themſelves out of the ſaid truſt monies, all their reaſonable coſt, charges and expences which they, or any of them, ſhall expend or be put unto in or about the execution or defence of the truſt aforeſaid, or any ways relating thereto; and that they, or any of them, ſhall not be liable to anſwer for the loſs or miſcarriages of any money put out to intereſt, or otherwiſe, nor occaſioned through their wilful miſmanagement or default; and that neither of them ſhall be chargeable or accountable for any more monies than ſhall come to their ſeveral and reſpective hands, or for the receipts or payments of the other of them; and that each of them ſhall be anſwerable and accountable for their reſpective receipts, payments, acts and deeds only: **And** the ſaid *S. H.* doth hereby revoke, annul and make void all former aſſignments, wills, powers or authorities of or concerning the premiſes; **And** doth by theſe preſents make and ordain the ſaid *J. R.* and *W. B.* and the ſurvivor of them, her true and lawful attornies, *&c.* irrevocable, and doth hereby give to them, and each of them, full power and authority in her name, place and ſtead, but to and for the ſeveral truſts and uſes aforeſaid, to aſk, demand, ſue for, receive and take all and every monies herein before mentioned to be due and payable to her, or which ſhall hereafter grow due or payable to her executors or adminiſtrators, by virtue of the will, act of parliament and articles aforeſaid, or any of them, or by any other ways or means whatſoever, and to releaſe, acquit and diſcharge the ſame, and to do and cauſe to be done all and every act and thing for recovering, obtaining or getting all and every the ſaid ſeveral ſums of money, or any of them, which the ſaid *S. H.* may or might do or cauſe to be done: **And the ſaid** *S. H.* for herſelf, her executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. R.* and *W. B.* their executors, adminiſtrators and aſſigns, that the ſaid *S. H.* will not at any time hereafter revoke or make void any authority hereby by her given to them the ſaid *J. R.* and *W. B.* or either of them, to receive or obtain all and every of the monies aforeſaid, or releaſe or diſcharge the ſame: **And further,** ſhe the ſaid *S. H.* her executors and adminiſtrators, ſhall and will from time to time hereafter, at and upon the reaſonable requeſt of the ſaid *J. R.* and *W. B.* the ſurvivor of them, his or their executors, adminiſtrators or aſſigns, make, do and execute all and every act, deed, matter and thing, the better to enable them, and each of them, to obtain, get and receive all and every the monies herein before mentioned to be due or payable, or which ſhall hereafter grow due or payable to the ſaid *S. H.* her executors and adminiſtrators, by virtue of the will, act of parliament and articles aforeſaid, or any of them, or by any other ways or means whatſoever, as by the ſaid *J. R.* and *W. B.* the ſurvivor of them, his or their executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required. **In Witneſs,** &c.

Habendum. Truſts, firſt, to pay her debts.

Surplus to purchaſe an annuity.

Proviſo.

Power of attorney.

*(Phipps)*

*Releaſe of Equity of Redemption of two Mortgages of leaſehold Eſtates for ſecuring two principal Sums, and Intereſt, according to two Bonds.*

**This Indenture,** &c. **Between** *P. C.* of the one part, and *E. B.* of the other part. **Whereas** by indenture of leaſe bearing date, *&c. E.* Dutcheſs Dowager of P. did demiſe to the ſaid *P. C.* **All that,** *&c.* **To hold** the ſame to the ſaid *P. C.* his executors, *&c.* for the term of ſixty-five years, from, *&c.* at the rent of a pepper-corn for the firſt year, and the yearly rent of eight pounds during the remainder of the ſaid term, payable quarterly; **And whereas** (the ſaid *P. C.* having pulled down the ſaid meſſuage or

Recitals. As to the firſt leaſe, and mortgage thereof.

tenement, and built a new one in the room or ſtead thereof) he the ſaid *P. C.* by indenture of aſſignment bearing date, *&c.* **Did** aſſign and ſet over unto *J. H.* of, *&c.* **The ſaid** piece of ground, and the ſaid new meſſuage or tenement, with the appurtenances, and the ſaid indenture of leaſe thereof, for the then reſidue of the ſaid term of ſixty-five years; **Subject** to a proviſo in the ſaid indenture of aſſignment contained for making void thereof on payment by the ſaid *P. C.* to the ſaid *J. H.* the ſum of two hundred pounds, with lawful intereſt for the ſame on, *&c.* **And whereas** by another indenture of leaſe bearing date the ſaid, *&c.* the ſaid Dutcheſs of P. **Did** demiſe, *&c.* (another piece of ground and meſſuage, *&c.*) for the like term and rent with the mortgage thereof to the ſaid *H.* for two hundred pounds, and intereſt, as by the ſaid indenture, *&c.* **And whereas** on the, *&c.* the ſaid *P. C.* paid to the ſaid *J. H.* the ſum of forty-five pounds in part of each of the ſaid principal ſums of two hundred pounds, ſo that the ſaid ſeveral premiſes now ſtand mortgaged to him for the ſum of one hundred and fifty-five pounds a-piece, beſides intereſt, and no more: **Now this Indenture witneſſeth,** that for the better ſecuring the payment of the ſum of one hundred pounds due and owing from the ſaid *P. C.* to the ſaid *E. B.* on bond, and all intereſt due and to be due for the ſame, and alſo the ſum of ſixty pounds due and owing from the ſaid *P. C.* and one *R. P.* or one of them, to the ſaid *E. B.* on bond, and all intereſt due and to be due for the ſame, and for five ſhillings for the ſaid *E. B.* to the ſaid *P. C.* in hand, *&c.* the receipt, *&c.* he the ſaid *P. S.* **hath** granted, bargained, ſold, aſſigned, transferred and ſet over, **And** by, *&c.* **Doth,** &c. to the ſaid *E. B.* his, *&c.* the ſaid, *&c.* and all and ſingular other the premiſes demiſed, or intended to be demiſed, by or held under the ſaid recited indentures of leaſe, or either of them, with their and every of their appurtenances, and alſo the ſaid recited indentures of leaſe, and the counterparts of the ſaid two recited indentures of mortgage, and all or any policy or policies of inſurance of or concerning (and all monies inſured on) the ſaid premiſes, or any part thereof, in caſe of loſs by fire, and all benefit and advantage thereof, and the reverſion, *&c.* and alſo all the eſtate, *&c.* **To have and to hold** the ſaid, *&c.* to the ſaid *E. B.* his, *&c.* from henceforth for and during all the reſt, reſidue and remainder of the ſaid term of ſixty-five years now to come and unexpired; **Subject** to the ſaid recited indentures of mortgage ſo far as aforeſaid reſpectively, and to an indenture of leaſe ſince the making thereof, granted by the ſaid *P. C.* to *C. P.* of one of the ſaid, *&c.* for the term of, *&c.* at and under, *&c.* **Provided always,** that if the ſaid *P. C.* his, *&c.* do and ſhall well and truly pay, or cauſe to be paid to the ſaid *E. B.* his, *&c.* the ſaid ſeveral ſums of one hundred pounds, and ſixty pounds of, *&c.* with all intereſt due and to be due for the ſame on, *&c.* without making or demanding thereout any deduction or abatement for taxes or otherwiſe, then this indenture, and the eſtate and term hereby granted, ſhall ceaſe and be void and of none effect; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding: **And,** &c. *(covenant to pay the money; that the leaſes are good; good right; in caſe of default for peaceable enjoyment.)* **And likewiſe,** that at any time or times after breach or failure of performance (if any ſhall happen) of or in the proviſo or covenant for payment of the ſaid monies hereby ſecured, or intended ſo to be, he the ſaid *P. C.* his, *&c.* all and every ſuch perſon, *&c.* of, inor to the ſaid hereby aſſigned or intended to be aſſigned premiſes, or any part thereof, (except by or under the ſaid recited mortgages, and the ſaid leaſe granted to the ſaid *C. P.* in reſpect thereof only) ſhall and will at the requeſt, *&c.* make, *&c.* ſuch deeds, *&c.* as ſhall be by him, *&c.* required for the better, *&c.* aſſigning, *&c.* the ſame premiſes, according to the true intent and meaning hereof, but diſcharged of the ſaid proviſo herein before contained, and all equity of redemption under the ſame, or otherwiſe. **And laſtly,** it is hereby provided and agreed by and between the ſaid parties hereto, that, *&c. (The releaſee ſhall peaceably enjoy till failure of payment.)* **In Witneſs,** &c.

As to the ſecond leaſe and mortgage thereof to D.

Conſideration.

Vide **Covenants.**

*(Wood.)*

**Copyhold**

# COPYHOLD PRECEDENTS.

*An abſolute Sale of Copyhold Lands by a Man ana his Wife,*

MANOR of *W.* } BE it remembered, that on the —— day of —— in the year of our Lord 1780, *A. B.* of —— in the County of York, Yeoman, and *C.* his wife, (the ſaid *C.* being ſolely and ſecretly examined by the Steward of the court of the ſaid manor, or his deputy) have (out of court) by the hands of —— a cuſtomary tenant of the ſaid manor ſurrendered and given up with a ſtraw (hereunto annexed) into the hands of the Lord of the ſaid manor according to the cuſtom thereof, All, &c. (*here ſet forth the lands with their abuttals and boundaries*) with their and every of their appurtenances lying within the Graveſhip of Sandal-Magna, being of the yearly rent to the Lord of one penny, and for which compoſition is made for the certainty of the fine thereof, To the Uſe and Behoof of *E. F.* in the ſaid county, Gentleman, his heirs and aſſigns for ever, To be holden of the ſaid Lord of the ſaid manor by the rents and ſervices therefore due and of right accuſtomed.

On the day and year above-ſaid the above-ſaid *C.* was ſolely and ſecretly examined and confeſſed by me. *W. E.* Steward.

Lifted in the Preſence of
*A. B.*
*C. D.*

*Condition of a Bond that Copyhold Lands are free from Incumbrances.*

THE Condition of the above-written obligation is ſuch, that Whereas the above bounden *C. A.* and *R.* his wife (the ſaid *R.* being ſolely confeſſed and examined by the Steward of the courts of the manor of Wakefield, or his deputy) have for and in conſideration of —— of lawful money of, &c. to them or the one of them paid at or before the ſigning, ſealing, and delivery of theſe preſents by the above named *F. A.* (the receipt whereof they do hereby acknowledge) by their writing of ſurrender, bearing even date with the obligation above written, ſurrendered and given up with a ſtraw into the hands of the Lord of the ſaid manor, according to the cuſtom thereof, One Parcel of land, arable, meadow or paſture, with the appurtenances lying and being, &c. (*here go on with the ſeveral parcels of land exactly as in the ſurrender*) with all ways, paſſages, &c. and now in the tenure or occupation of *J. B.* or his aſſigns, of the yearly rent to the Lord of the ſaid manor of two-pence, and compounded for To the Uſe and Behoof of the ſaid *F. A.* and of his heirs and aſſigns for ever, by rents and ſervices according to the cuſtom of the ſaid manor, as in and by the ſaid ſurrender to which reference being had, more plainly and at large may appear. If therefore the ſaid *C. A.* at the time of the lifting and paſſing of the ſaid recited ſurrender was lawfully ſeiſed of a good, ſure, perfect and indefeaſible eſtate of inheritance in fee ſimple, to him and his heirs, by copy of court roll according to the cuſtom of the ſaid manor, of and in the ſaid parcels of land and premiſes with the appurtenances, and then had full power, good right, and lawful authority to ſell, ſurrender and aſſure the ſame unto the ſaid *F. A.*

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The ſixteen firſt Copyhold Precedents were communicated to the Editors of this work by Mr. *Tetlow*, of Knottingley, in the county of York, Attorney at Law, and Public Notary, accompanied with the following Note and Caſes, with the Opinions of Counſel relative to Copyholds:

Eſtates held by copy of court roll (the rolls of the court, the copies of the roll, and immemorial occupation being their chief evidence of exiſtence) entirely depend upon immemorial cuſtom and antiquity, for nothing can be a cuſtom, unleſs it be *tempore quo non extat memoria*, or time out of mind; and cuſtoms are as various as the multiplicity of manors. The word, *manor*, or *manour*, is a *noun collective*, and comprehends houſes, lands, gardens, trees, royalties, &c. and it may be derived from *manerium quaſi manurium*, becauſe it is laboured and cultivated under the ſuperintendance and induſtry of the Lord himſelf; or, perhaps, from the Latin word *maneo*, to remain, or from the French word *manoir*, manſions, the Lord often reſiding there himſelf. But it cannot be a manor without a court baron belonging to it. All Lords and Ladies of Manors are qualified to kill game by themſelves, and game-keepers properly authorized. By cuſtom, copyhold tenants may purchaſe by ſurrender, and hold to them and their heirs lands and tenements in fee-ſimple or fee-tail, or for term of life, or upon mortgage, or upon any other condition, at the will of the Lord, after the cuſtom of the ſame manour; and ſhould it happen, through inadvertency or illiteracy, that a will, declaring the uſes of a ſurrender, be only atteſted by two witneſſes, contrary to the ſtatute, which requires three witneſſes for freehold eſtates, yet it would be efficacious and good; becauſe copyhold eſtates paſs by the ſurrender, and not by the will. It is neceſſary before any ſums of money are lent or advanced by mortgagees upon copyhold eſtates, that the court rolls be carefully ſearched, in order to know if ſuch eſtates are clear of incumbrances, and that the ſurrenders

*F. A.* and his heirs and aſſigns for ever; and if it ſhall and may be lawful to and for the ſaid *F. A.* his heirs and aſſigns, and every of them from time to time, and at all times from henceforth for ever hereafter to his and their own uſes, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid parcels of land and premiſes with the appurtenances, according to the true meaning of the ſaid recited ſurrender and theſe preſents, **Freed** and diſcharged of and from all former and other bargains, ſales, gifts, grants, eſtates, uſes, wills, intails, leaſe and leaſes, mortgages, jointures, dowers, right and title of dower, annuities, rents, arrearages of rents, iſſues, fines, amerciaments, ſurrenders, ſeizures, forfeitures and cauſes of forfeiture and ſeizures, acts, charges, titles, troubles and incumbrances whatſoever heretofore had, made, done, committed, ſuffered, occaſioned or executed, or hereafter to be done by the ſaid *C. A.* his heirs or aſſigns, or any of them, or of or by any other perſon or perſons (the rents and ſervices to be from henceforth due and payable for the ſaid premiſes, to the Lords of the ſaid manor, their heirs and aſſigns, and the fine to be made with the ſaid Lords for the admittance upon the ſaid ſurrender only excepted;) **And moreover**, that if he the ſaid *C. A.* and his heirs, and the ſaid *R.* his wife, and every of them ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, and at the only proper coſts and charges of the ſaid *F. A.* his heirs or aſſigns, or any of them, make, do, ſuffer and execute, or cauſe and ſuffer to be made, done and executed, all ſuch further and reaſonable act and acts, thing and things, devices and aſſurances by ſurrender, ſeizure, or otherwiſe, as ſhall be reaſonably drawn, deviſed, adviſed, or required by the ſaid *F. A.* his heirs or aſſigns, or his or their counſel learned in the law, for the better and more perfect conveying, ſurrendering and aſſuring of the ſaid parcels of land and premiſes with the appurtenances unto the ſaid *F. A.* his heirs and aſſigns for ever; **Then** the above written obligation to be void and of no effect, **Or elſe** to be and remain in full force and virtue.

*C. A.*

Signed, ſealed and delivered in the preſence of } *R. T.* *S. T.*

*In Deeds where Freehold and Copyhold Eſtates are blended or mixed together in Mortgage the following Covenant is very appoſite and uſeful.*

—— **And this Indenture witneſſeth**, That for the conſiderations aforeſaid, and for the further and better ſecuring the payment of the ſaid ſum of four hundred and ſixty pounds, and intereſt as aforeſaid, the ſaid *J. S.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *E. D.* her heirs, executors, adminiſtrators and aſſigns by theſe preſents, that he the ſaid *J. S.* or his heirs, ſhall and will, at the ſole proper coſts and charges of him the ſaid *J. S.* his heirs, executors or adminiſtrators, forthwith or ſo ſoon after as coveniently may be, ſurrender or cauſe to be ſurrendered into the hands of the Lord of the manor of G. in the county aforeſaid, according to the cuſtom of the ſaid manor, the ſeveral and reſpective copyhold meſſuages, lands, tenements, hereditaments and premiſes of him the ſaid *J. S.* herein after mentioned, that is to ſay, **All that** meſſuage or tenement, *&c. (go on exactly with the copyhold meſſuages, lands, and premiſes)* **Together** with all houſes, outhouſes, *&c. (the general words)* **All which** ſaid premiſes are of the nature of copyhold holden of the ſaid Lord of the ſaid manor of G. **And alſo** all other the meſſuages, lands, tenements, and hereditaments whatſoever of him the ſaid *J. S.* ſituate, lying and being within the ſaid manor, and holden thereof by copy of court roll, **To the Uſe and Behoof** of the ſaid *E. D.* her heirs and aſſigns for ever, according to the cuſtom of the ſaid manor: **Subject nevertheleſs** to the proviſo or condition, covenants or agreemenrs herein before mentioned and expreſſed, and declared of and concerning the freehold lands, hereditaments and premiſes above hereby granted, releaſed and conveyed or mentioned, or intended ſo to be.

*A Surrender*

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renders be courted in due time, according to cuſtom, and admittances had thereupon. In transferring or ſurrendering copyhold eſtates into the hands of the Lord of the manor, by the ſteward or copyholders (married women, or feme coverts, always being examined, at the time of taking the ſurrenders, apart from their huſbands, by the ſteward) virga, a rod, or twig, and ſometimes a ſtraw, according to the cuſtom, are uſed. And, in weighty affairs, upon mortgages, generally, beſides the ſurrender, a deed of covenants is executed between the parties. Copyhold tenures are the relics of the ancient tenure in villenage, aboliſhed, with other ſervile tenures,* by 12th of King *Charles* II. cap. xxiv; and, to a diſcerning eye, originate from the ancient manner of the Romans (who lived and incorporated with the Britons for ſeveral hundred years) manumitting, and making free their ſlaves; upon whoſe manumiſſion before the Conſul, or Prætor, the maſter laying his hand upon the ſervant's head, uſed theſe words, *Hunc liberum eſſe volo*, I will this man be free; and then turning his ſervant round, and giving him a box on the ear, he did *emittere ſervume manu*, Let his ſervant go out of his hands; the Conſul, or Prætor, then laying a certain wand, or rod, called *Vindicta*, upon the ſervant's head, replied, *Dico eum liberum eſſe more quiritum*, I order that he be free after the manner of the Romans; and upon the Lictor, or Serjeant, taking the wand, and ſtriking the ſervant upon the head, and with his hand over his face, and puſhing him on the back, he was regiſtered for a freeman; and having his head ſhaved at the ſame time, he received a cap, as a token of liberty, (hence, perhaps, the cap of maintenance in heraldry) a white garment, a gold ring, and an additional, or new name, added unto his former.—Nay, even a ſimile, or metaphor, borrowed from the faſces, or axes, tied up in a bundle with rods and ſtaves, and carried before the Roman magiſtrates, as an enſign of authority, would not be abſurd, ſtrained, or too far fetched.

☞ It is cuſtomary in ſome manors for leſſees of copyhold eſtates for two or three years, or for a longer time, (where the Lord's licence is obtained) though they have no territorial intereſt or title thereto, to take ſurrenders from copyholders in the paſſing and transferring thereof.

* Vide *Fearne*'s Legigraphical Chart of Landed Property, and *Dalrymple* on Feudal Property.

CASES.

*A Surrender when Freehold and Copyhold Eſtates are blended in Mortgage.*

MANOR of S. & C. in the County of York. } BE it remembered, that on the 2d day of June in the year of our Lord, 1774, *T. G.* of C. in the county of York, Yeoman, Doth out of court ſurrender with a ſtraw into the hands of the Lord of the ſaid manor by the hands of *T. S.* Gentleman, Steward of the ſaid court, according to the cuſtom thereof, All, &c. Unto the only proper Uſe and Behoof of *A. O.* of K. in the ſaid county, ſpinſter, her heirs and aſſigns for ever: Subject nevertheleſs to and under all ſuch covenants, clauſes, proviſoes, payments and agreements as are and be reſerved and contained in a certain indenture of releaſe, bearing even date herewith, and made or mentioned to be made between the ſaid *T. G.* on the one part, and the ſaid *A. O.* on the other part.

*T. G.* junior.

*A Surrender by Way of Mortgage.*

The 22d day of November, 1729.

MANOR of Wakeſield. } BE it remembered, that the day and year aboveſaid, *J. B.* of C. in the pariſh of S. and county of York, Gentleman, did then out of court by the hands of *J. H.* Yeoman, a cuſtomary tenant of the ſaid manor, and ſworn, ſurrender into the hands of the Lord of the ſaid manor, according to the cuſtom thereof, All, &c. being of the yearly rent to the Lord of one penny, and compounded for To the Uſe and Behoof of *A. B.* of H. in the ſaid county, Yeoman, his heirs and aſſigns for ever: Subject nevertheleſs to this proviſo, that if he the ſaid *J. B.* his executors and adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the full and juſt ſum of —— of lawful money of Great-Britain, and alſo the ſum of —— of like lawful money, as intereſt or conſideration for the ſame, at or upon the —— day of ——— next enſuing the date hereof, without fraud or covin, and the counting thereof, (if any be) Then this ſurrender to be void, But if default ſhall happen to be made either in the payment of the ſaid principal ſum of —— or the ſum of —— intereſt on the day aforeſaid, Then this ſurrender to be and ſtand in full force and virtue.

*J. B.*

Lifted in the preſence of
*M. R.*
*C. M.*

*Surrender to Truſtees for the Payment of younger Children's Portions.*

The 18th day of December, in the year of our Lord, 1702.

MANOR of Wakefield. } BE it remembered, that the day and year aforeſaid, *T. H.* of Hallgreen in the pariſh of S. in the county of York, Yeoman, (ſon and heir of *J. H.* late of the ſame place, Yeoman, deceaſed) Hath by *J. H.* a cuſtomary tenant of the Lord of the manor aforeſaid, ſurrendered and given up with a ſtraw into the hands of the Lord of the ſaid manor, according to the cuſtom thereof, All thoſe five



## CASES, *with* OPINIONS *relating* COPYHOLDS.

CASE—where there are only three copyholders of a manor, and two other tenants of the Lord, how the Lord muſt admit, and recover his fines.

*A. B.* is Lord of a copyhold manor, wherein are only three copyholders, and two other tenants, who hold by leaſe of the Lord; ſaving that the tenements of the copyholders are let to tenants. Two of the copyholders have lately by ſurrender by the hands of the Steward ſold their tenements to ſeveral purchaſers; the other copyholder, being in prieſt's orders, claims to be exempted from ſerving on the jury at the court of the ſaid manor.

*Q.* If the Lord, in this caſe, can keep a court for preſenting the ſaid ſurrenders, and admitting the purchaſers, and before whom, or what means muſt the Lord purſue to admit them, and be entitled to, and recover his fines due thereon?

*A.* The cuſtom of the manor ſhould be purſued in caſes of copyholds, but, by the general law of copyholds, the Lord may admit out of court upon a ſurrender; and it ſeems to be the better opinion, that a Steward may admit out of court, as well as in; for an admittance is not a judicial act: however, to clear the doubt, the Steward may hold a court, and there admit, and he being Judge of the court, may hold it without a jury of copyholders, or others.

*R. WILSON, June* 11, 1742.

## CASE.

*H. G.* by her laſt will and teſtament in writing duly executed, deviſed in the following words: "I give and bequeath unto my dear brother *C. G.* the ſum of ten pounds, to be paid to him at the end of twelve months after my deceaſe, and the like ſum of ten pounds to be paid him every year afterwards out of the rents and profits ariſing from my farm in A. ſo long as my brother ſhall live. *Item*, the remainder of the ſaid farm, with the appurtenances, I give and deviſe unto my dear ſiſter *A. G.* for and during the term of her natural life, and after her deceaſe, (the yearly ſum of ten pounds being duly paid to my dear brother during his life) I give and deviſe all the ſaid farm, with all the appurtenances, to *H. G.* and *A. G.* and to the heirs of their bodies lawfully to be begotten, to be equally divided between them; and

closes of land, meadow or pasture, containing, by common estimation, sixteen acres (be the same more or less) formerly called the Carrs, and now called and known by the several names of the Close next the Wood, the Rough Ings, the Close next the Common, the Ash Ing, and the Long Close, or by what other name or names, number or quantity of acres the said closes, or any of them, are or be distinguished, called or known, with all and every of their appurtenances lying and being within the township of C. within the parish of S. aforesaid, and now in the tenure or occupation of *A. H.* widow, and relict of the said *J. H.* deceased, or her assigns, being of the yearly rent to the Lord of the said manor of 3*s.* 6*d.* and compounded for; **And also** all ways, waters, water-courses, liberties, profits, common of pasture, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said closes, or any of them, belonging or in any wise appertaining: **And all** the estate, right, title, use, interest, inheritance, property, claim and demand whatsoever of him the said *T. H.* of, in, and to the said closes, lands and premises, and every or any of them, and every or any part thereof, **To the Use and Behoof** of *J. H.* of R. in the aforesaid parish of S. and county aforesaid, Yeoman, and *T. H.* of W. in the parish and county aforesaid, Yeoman, and their heirs. **In Trust** and to the intent and purpose, that they the said *J. H.* and *T. H.* and their heirs, and the survivor of them, and his heirs, shall stand and be fined and seised of, in and upon **All and singular** the closes, lands, tenements and premises, with the appurtenances, hereby surrendered to the several uses, behoofs, intents, limitations and purposes hereafter in these presents mentioned, limited, expressed and declared, and to no other use or uses, intents or purposes whatsoever, to wit, that they the said *J. H.* and *T. H.* shall be seised of, in and upon the said three closes of land, called the Close next the Wood, the Rough Ing, and the Close next the Common, with all and every the appurtenances, **To the Use and Behoof** of *A. H. T. H.* and *D. H.* (three of the younger children of the said *J. H.* deceased) and of their several heirs and assigns for ever, equally to be divided amongst them, and in and upon the said two closes of lands called the Ash Ing and Long Close, with their appurtenances, **To the Use and Behoof** of *J. H.* and *B. H.* (other two of the younger children of the said *J. H.* deceased) and of their several heirs and assigns for ever, equally to be divided between them: **Subject nevertheless** to the proviso and condition following, that is to say, that if he the said *T. H.* his heirs, executors, administrators or assigns, or some of them, shall and do well and truly pay, or cause to be paid unto the said *A. H.* the daughter, *T. H. D. H. J. H.* and *B. H.* their several executors, administrators or assigns, the several and respective sums of lawful money, *&c.* herein after mentioned, and in manner following, that is to say, To the said *A. H. T. H.* and *D. H.* each of them the sum of twenty-six pounds, at or upon the 2d day of February, which shall be in the year of our Lord 1705, or within the space of six months next after the decease of the said *A. H.* widow, (mother of the said *A. H. T. H. D. H. J. H.* and *B. H.*) which shall first happen; **And also** to the said *J. H.* and *B. H.* each of them the like sum of twenty-six pounds, at or upon the 2d day of February, which shall be in the year of our Lord 1707, or within the space of six months next after the decease of the said *A. H.* widow, which shall first happen; **And** in case any of them the said *A. H.* the daughter, *T. H. D. H. J. H.* and *B. H.* happen to die before the days and times above limited, for payment of the said several sums of twenty-six pounds a piece to them respectively as aforesaid; **Then** if he the said *T. H.* his heirs, executors, administrators or assigns, do well and truly pay or cause to be paid unto the survivor and survivors of them the said *A. H.* the daughter, *T. H. D. H. J. H.* and *B. H.* and to the executors, administrators and assigns of such survivor and survivors, the respective sums, shares, and parts of him, her, and them so dying within the space of six months next after the 2d day of February, which shall first happen after the decease of the said *A. H.* the daughter, *T. H. D. H. J. H.* and *B. H.* or any of them so dying (equally to be divided amongst the said survivors) without any manner of fraud or delay; **Then** this present surrender, and the courting thereof, (if any such be) shall be void and of none effect in the law (any thing above-said to the contrary thereof in any wise notwithstanding;) **But** if default be made in payment of the aforesaid several sums of twenty-six pounds, or any of them, or any part thereof, to the said *A. H.* the daughter, *T. H. D. H. J. H.* and *B. H.* or any of them, or to the survivor or survivors of them, at the respective days or times above-mentioned for payment of the same, or any of them; **Then** this present surrender shall stand, remain, and be in full force and virtue.

*T. H.*

Lifted, *&c.*

☞ It is said, that where there are only copyhold lands and tenements, the heir at law comes in as a child, and not as heir, for a distributive share of the personal estates, according to the custom of the province of York, and the statutes of distributions, with the widow, and next of kin.

*A Surrender*

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and in default of issue by one sister, to the heirs of the other sister, lawfully to be begotten; and in default of such issue, to my dear nephew *T. B.* and to his heirs, lawfully to be begotten; and in default of such issue, to *R. D.* and *J. F.* to be equally divided between them, and to their heirs for ever."

The testatrix made a surrender to the use of her said will, according to the custom of the manor, which was presented and filed.

N. B. *C. G.* the brother of the testatrix, and *A. G.* his daughter, are both dead, *A.* dying a minor, and unmarried. *H. G.* the other sister, married one *R. L.* by whom she had issue now in being. The said *R. L.* and *H.* his wife, have sold the reversionary right in the above estate, expectant on the death of her aunt *A. G.* the tenant for life, to one *J. W.* Esquire.

It was always reputed, that the custom of the manor, in which the above estate lies, was, for intailed estates to be barred by common surrender, without suffering a recovery; but there are so few copyholders in the manor, that we cannot find an instance in the court rolls of an intail being made, except one, of which there is no discontinuance yet made. Therefore, such custom cannot be proved otherwise than by common report.

*Q.* As no instance can be shewn how estates tail were barred, (otherwise than by common report) is it most advisable for said *R. L.* and wife, to suffer a recovery in order to extinguish her estate tail, and remainder over, (expectant on the death of her said aunt *A. G.* tenant for life) so as as to make a sure and perfect title to Mr. *W.* the purchaser? If not, how otherwise?

*A.* To

*A Surrender to the Uſe of a Will.*

MANOR of *A.* in the County of Lancaſter. } THE ſecond day of February in the year of our Lord 1752. **Be it remembered,** That the day and year above written, cometh *I. C.* of D. in the county of L. Gentleman, and in conſideration of the ſum of five ſhillings, of lawful Britiſh money, to him in hand paid by *J. H.* of H. Gentleman, and *E. P.* of B. Yeoman, both in the ſaid county of L. (the receipt whereof is hereby acknowledged) **And** for divers other good cauſes and valuable conſiderations him thereunto moving, **hath** ſurrendered by a rod into the hands of the Lord or Lords, Lady or Ladies of the ſaid manor, by the hands and acceptance of *H. R.* of H. a cuſtomary tenant of the ſaid manor, **All that** meſſuage, *&c. (Go on with the premiſes exactly as in the preceding precedent.)* **All which** ſaid premiſes are ſituate, lying and being at D. aforeſaid, within the ſaid manor, and are now in the poſſeſſion of the ſaid *J. C.* or his under tenants, and of the yearly rent to the Lord or Lords, Lady or Ladies of the ſaid manor, of ſeven ſhillings, **Together** with all and ſingular houſes, out-houſes, *&c. (The general words.)* **And all** the eſtate, right, title, intereſt, uſe, truſt, property, claim and demand whatſoever of him the ſaid *J. C.* either at law or in equity, of, into or out of the ſame premiſes, every or any part or parcel thereof, **To the Uſe and Behoof** of them the ſaid *J. H.* and *E. P.* and the ſurvivor of them and his heirs, **In Truſt nevertheleſs,** that they the ſaid *J. H.* and *E. P.* and their heirs, and the ſurvivor of them and his heirs, ſhall ſtand ſeiſed of all and ſingular the ſaid premiſes, and every part and parcel thereof, with their and every of their appurtenances, as feoffees, **In Truſt,** according to the cuſtom of the ſaid manor, to ſuch uſes, intents and purpoſes, and ſubject to ſuch powers, charges, proviſoes, uſes, limitations and directions as are or ſhall be expreſſed, limited, charged or declared in and by the laſt will and teſtament of him the ſaid *J. C.* or any other his act or deed in writing, lawfully executed in the preſence of three credible witneſſes, and not otherwiſe.

*J. C.*

Surrendered in the preſence of
*R. J. T.*
*T. P.*
*R. S.*

*The Form of a Will ſubſequent to a Surrender.*

**In the Name of God, Amen,** I *J. C.* in the county of L. Gentleman, **Do** make this my laſt will and teſtament in manner and form following; that is to ſay, Firſt, I order and direct all my juſt debts, legacies, funeral expences, and the probate of this my will, to be paid and diſcharged out of my perſonal eſtate, and if that proves deficient, then out of my freehold eſtates and copyhold eſtates. **And whereas** I have, previous to the making and publiſhing this my laſt will and teſtament, ſurrendered into the hands of the Lord or Lords, Lady or Ladies of the manor of A. in the ſaid county of L. **All that** meſſuage, *&c. (Here inſert the premiſes in the ſurrender to the end of the uſes.)* **Now it is** my will and mind, and I do hereby give and deviſe unto *A. B.* his heirs and aſſigns for ever, **All that** meſſuage, *&c.* **And laſtly,** I do hereby nominate, conſtitute and appoint *R. S.* and *T. K.* Gentlemen, executors, jointly and ſeverally of this my laſt will and teſtament, hoping they will ſee the ſame duly performed (they and each of them being at all times hereafter allowed all reaſonable coſts, charges and damages in the execution of their truſt) as my truſt is repoſed in them, hereby revoking all other wills by me at any time heretofore made, and ratifying and confirming this as my laſt will and teſtament. **In Witneſs** whereof I the ſaid *J. K.* the teſtator, have to this my laſt will and teſtament, conſiſting of two ſheets of paper, ſet my hand and ſeal this 6th day of February, in the year of our Lord God 1752.

*J. C.*

Signed, ſealed, publiſhed and declared by the ſaid *J. C.* the teſtator, as and for his laſt will and teſtament in the preſence of us, who at his requeſt, and in his preſence, and in the preſence of each other, have hereunto ſubſcribed our names as witneſſes to the due execution hereof.

*R. J. T.*
*T. P.*
*R. S.*

*A Surrender*

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*A.* To prove that copyholds may be intailed, it is not ſufficient to ſhew that they have been frequently limited to one, or more, and the heirs of his or their bodies; but it ought to be made appear that remainders (as in this caſe) had been often limited over, and, on failure of iſſue of the firſt, been actually enjoyed accordingly, which, I ſuppoſe, can ſcarce be done in ſo ſmall a manor; and if not, the limitations over to *T. B. &c.* will be taken as void, and, on failure of iſſue of *H. G.* (now *L.*) will revert to the heirs of the teſtatrix, if no act done to prevent it, as after-mentioned. But, ſuppoſing the intail in *H. L.* good, and remainder over, well limited, I think ſuch tail and remainders might by cuſtom (if proved) be barred by ſurrender only, if *H. L.* had been tenant in tail in poſſeſſion, (which ſhe is not;) though I much doubt it when it appears ſhe is only tenant in tail in remainder, expectant upon an eſtate for life in being. And as to ſuffering a recovery, as propoſed, though ſuch recovery had been common in the manor, yet without *A. G.* (tenant for life) coming to make a tenant, againſt whom the plaint muſt be brought, I think it would not do. As where there is tenant for life of freehold lands, remainder in tail, *&c. &c.* the remainder in tail cannot ſuffer a recovery to bar the intails and remainders, without the tenant for life joining to make a tenant to the præcipe.

But

*A Surrender by Truſtees to the Uſe of a Limitation in a Will.*

MANOR of W. } TO wit, *T. T.* of S. in the county of Y. Yeoman, *W. M.* of S. aforeſaid, Gentleman, and *W. M.* of C. in the ſaid county, Yeoman, and *A.* his wife (ſhe the ſaid *A.* being ſolely and ſecretly examined by the ſaid *W. M.* Steward of the court of the ſaid manor) by virtue of an authority granted to the ſaid *T. T.* and *W. M.* (amongſt others) being made truſtees in and by the laſt will and teſtament of *M. O.* late of C. aforeſaid, widow, deceaſed, mother of the ſaid *A. M.* for the diſpoſal of **All that** meſſuage, *&c.* to the uſe of the ſaid *A. M.* her heirs and aſſigns for ever, **Do**, and each of them **Doth**, by virtue of, and in purſuance to, the direction of the ſaid will (out of court), to wit, the 7th day of July, in the year of our Lord 1758, ſurrender (the above named truſtees being requeſted by the ſaid *W.* and *A.* to join in this ſurrender, teſtified by the ſaid *W.* and *A.* being parties to and executing theſe preſents) into the hands of the Lord of the ſaid manor by the hands of *A. G.* and *M. W.* two cuſtomary tenants of the ſaid Lord of the ſaid manor, and ſworn, **All that** the before mentioned meſſuage, *&c.* together with all and every other the copyhold, lands and tenements deviſed as aforeſaid in and by the laſt will and teſtament of her the ſaid *M. O.* lying and being within the manor of W. aforeſaid, with their and every of their appurtenances, **All which** ſaid premiſes are now in the tenure or occupation of the ſaid *W. M.* his aſſigns or under-tenants, **To the Uſe and Behoof** of *J. M.* of *W.* in the county aforeſaid, Gentleman (ſon of the ſaid *W.* and *A.*) his heirs and aſſigns for ever, according to the cuſtom of the ſaid manor, **Upon Condition nevertheleſs**, and the above mentioned premiſes are hereby charged that the above named *J. M.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and do well and truly pay or cauſe to be paid unto *J. M.* eldeſt ſon of the ſaid *W.* and *A.* his heirs or aſſigns, the full and juſt ſum of fifty pounds, lawful money of Great Britain, at the end of ſix months next after the deceaſe of the ſaid *A. M.* and alſo the yearly annuity a ſum of forty ſhillings, like lawful money unto the ſaid *W. M.* during his natural life, by two equal half yearly payments, the firſt to be made at the end of ſix months next after the deceaſe of the ſaid *A.* with power of entry for the ſaid *J.* and *W.* or either of them, upon the ſaid premiſes, or any part or parts thereof, in caſe the ſaid ſum of fifty pounds, and annuity of forty ſhillings, or either of them, ſhall happen to be in arrear and unpaid when the ſame ought to be paid as aforeſaid, and with power for the ſaid *J.* and *W.* or either of them, by and out of the rents and profits of the ſaid premiſes, or by mortgage or ſale of the ſame premiſes, or any part or parts thereof, to levy and raiſe the ſaid ſum of fifty pounds, and ſo much of the ſaid annuity as ſhall happen to be in arrear as aforeſaid, together with all coſts and charges as ſhall be occaſioned by the non-payment of the ſame. **And upon this further Condition**, that if the ſaid *A. M.* ſhall be a living woman at the end of twelve months next after the date hereof, this ſurrender to be void and of no effect, otherwiſe to be of full force and virtue, charged nevertheleſs as aforeſaid.

*T. T.*
*W. M.*
*W. M.*
*A. M.*

*A.* the wife of the above named *W. M.* was ſolely and ſecretly examined by the before named *W. M.* the day and year before mentioned. As witneſs his hand,
*W. M.*

*Surrender of the Reverſion of a Copyhold Eſtate.*

MANOR of W. } TO wit, the ——— day of ——— in the year ——— *W. M.* of B. in the county of Y. Gentleman, and *A.* his wife, which ſaid *A.* was daughter as well as deviſee of *M. O.* late of B. aforeſaid, widow, deceaſed (ſhe the ſaid *A.* being ſolely and apart examined by *W. M.* Gentleman, Steward of the court of the ſame manor, and thereunto freely conſenting) out of court, with a ſtraw, according

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But, ſuppoſing the cuſtom of the manor did not admit of intails, but that the eſtate of *H. L.* according to the rule of the common law, be taken as a conditional fee, then having iſſue, I think, by the ſurrender of the huſband and herſelf, her iſſue, and probability of re-entry, in caſe of failure of iſſue to the heirs of the teſtatrix, might be barred. But, upon the whole, the matter, and true ſtate of the facts, and what as to the cuſtom can be proved, is ſo very uncertain, that I cannot adviſe any one to purchaſe from *R. L.* and his wife alone.

*KNIGHTLEY D'ANVERS.*
*April* 13, 1737.

CASE.

On the 29th of April, 1724, *C. R.* ſurrendered all his copyhold lands in H. to the uſe of himſelf and *A. H.* his intended wife, for and during their natural lives, and after the deceaſe of the longer liver of them two, to the heirs of their two bodies lawfully to be begotten by the ſaid *C. R.* on the body of the ſaid *A. H.* * *and for want of ſuch iſſue, to the heirs and aſſigns of the ſaid* C. R. *on the body of the ſaid* A. H. and for want of ſuch iſſue, to the heirs and aſſigns of the ſaid *C. R.* for ever. This marriage took effect, and there was iſſue *C. R.* who is married, and hath iſſue ſons and daughters.

*Q.* Is not this an eſtate tail, and can Mr. *R.* make a good title to a purchaſe without ſuffering a recovery in the manor court of *H.*?

N. B. Recoveries are cuſtomary there.

* So in Original.

*A.* The

ing to the cuſtom of the ſame manor, **Surrender** into the hands of the Lord and Lady thereof by the hands and acceptance of the ſaid Steward, the reverſion (expectant on the death of the ſaid *A.*) **Of and in all that** cuſtomary meſſuage or tenement, *&c.* **And of and in all** other the cuſtomary lands, tenements and hereditaments whatſoever of the ſaid *W.* and *A.* deviſed by the ſaid *M.* as aforeſaid, and of either of them, ſituate and being within, and which are part and parcel, and held of the Lord of the ſaid manor, **To the Uſe and Behoof** of *J. M.* of B. in the ſaid county, Gentleman, (younger ſon of the ſaid *W.* and *A.*) and of his heirs and aſſigns for ever, **Subject nevertheleſs** to and chargeable with the payment of the ſum of ——— pounds of lawful money of Great Britain, within the ſpace of one year next after deceaſe of the ſaid *A. M.* unto *J. M.* the eldeſt ſon of the ſaid *W.* and *H.* **And** for non-payment thereof, that it ſhall and may be lawful to and for the ſaid *J. M.* to enter into the ſame hereby ſurrendered tenements and premiſes, or into any part or parts thereof, and to receive and take the rents and profits thereof for ſo long time, and until the ſaid ſum of ——— pounds, together with the coſts and charges of ſuch entry for the recovery of the ſame money, be fully paid and ſatisfied, **To be held** according to the cuſtom of the ſame manor by the rents and ſervices therefore due and of right accuſtomed.

*W. M.*
*A. M.*

Taken by *A. B.* Steward.

The examination of the ſaid *A.* was ſolely and ſecretly taken the day and year firſt above written by *A. B.* Steward.

*Mortgage Surrender, Indenture of Covenants, and Bond for Performance thereof. (Drawn by* Richard John Tetlow.)

MANOR of H. in the county of Y. **BE it remembered,** That *R. K.* the elder, of S. in the county of Y. Yeoman, and *M. K.* his wife, (ſhe the ſaid *M.* being firſt ſecretly and apart examined by the Steward of the ſaid court or his lawful deputy, and freely conſenting) *R. K.* the younger, of S. aforeſaid, Yeoman, ſon and heir apparent of the ſaid *R. K.* the elder, and *B. C.* of D. in the ſaid county of Y. Gentleman, (at the requeſt and by the direction of the ſaid *R. K.* the elder) on the ——— day of June, in the year of our Lord 1767, out of court by a ſtraw, and by the hands of *Z. Z.* one of the cuſtomary tenants or copyholders of the ſaid manor, and ſworn, **have,** and each of them **hath,** ſurrendered into the hands of the Lord of the ſaid manor, according to the cuſtom thereof, **All that** meſſuage or tenement ſtanding and being in S. aforeſaid, wherein the ſaid *R. K.* the elder, now dwells, with two barns thereunto belonging: **And alſo** all thoſe two cloſes lying near unto the ſaid meſſuage or tenement called the G.'s, in S. aforeſaid; **All which** ſaid premiſes are lying and being in the pariſh of F. in the county aforeſaid, and were heretofore the eſtate of *G. W.* late of S. aforeſaid, Yeoman, deceaſed, brother of the ſaid *M. K.* **And alſo** all that other cloſe called the ——, lying in Weſt-Ings, belonging to S. aforeſaid, containing by eſtimation two acres, **Together** with all the ſeats or ſittings in the chapel or church in S. or F. aforeſaid, belonging to the ſaid meſſuage or tenement, or uſually enjoyed therewith: **And all** the houſes, outhouſes, edifices, buildings, barns, ſtables, orchards, garths, gardens, ways, waters, water-courſes, eaſements, hedges, ditches, fences, woods, under-woods, commons, common of paſture and turbary, rights, members, commodities and appurtenances whatſoever to the ſame premiſes belonging, or in any wiſe appertaining; **And** the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof, **And all** the eſtate, right, title, intereſt, property, claim and demand whatſoever, at law and in equity of them, and each and every of them the ſaid *R. K.* the elder, and *M.* his ſaid wife, *R. K.* the younger*, and *B. C.* of, in and to the ſame; **To the Uſe and Behoof** of *R. S.* of N. W. in the pariſh of D. in the ſaid county, Yeoman, his heirs and aſſigns for her; **Subject nevertheleſs** to ſuch conditions, proviſoes, covenants, clauſes, payments and agreements, as are or ſhall be mentioned and contained in a certain indenture of covenants, bearing even date herewith, and made, or mentioned to be made between the ſaid *R. K.* the elder, and *M.* his ſaid wife, and the ſaid *R. K.* the younger, of the one part, and the ſaid *R. S.* of the other part, for making void the ſaid ſurrender.

* The firſt mortgagee.

Surrendered, *&c.* — *R. K.* the elder.
Examined, *&c.* — *M. K.*
*R. K.* junior.
*B. C.*



*A.* The preſent Mr. *R.* is tenant in tail, and that intail muſt be barred before he can make a good title to a purchaſer, and his heirs. If this was a freehold, a fine would be ſufficient, but in copyholds the cuſtom muſt be purſued.
*R. WILSON, February* 10, 1764.

## CASE.

*M. S.* being ſeiſed of lands by copy of court roll in H. a ſhort time before his death ſurrendered them into the hands of the Lord of the manor, by the hands of *J. B.* and *J. A.* two cuſtomary tenants of the ſame manor, and ſworn, (as the ſame is expreſſed by court-roll, and a copy given upon his mother's admittance) to the uſe of *L. S.* widow, and mother of the ſaid *M. S.* and to her heirs and aſſigns for ever, and ſhe was admitted, and paid her fine to the Lord of the ſaid manor, and has enjoyed the land ever ſince. But *J. S.* brother and heir of the ſaid *M. S.* has been lately informed that *J. A.* one of the above named cuſtomary tenants, was no copyholder, nor had any lands in his own right within the ſaid manor, and therefore, would have the ſurrender void, and has brought an ejectment for the land as heir to his brother.

Q. If

*The Indenture of Covenants.*

THIS Indenture made, the —— day of June, in the year of our Lord 1767, Between *R. K.* the elder of S. in the county of York, Yeoman, and *M. K.* his wife, and *R. K.* the younger of S. aforesaid, Yeoman, son and heir apparent of the said *R. K.* the elder, of the one part, and *R. S.* of N. W. in the parish of D. in the said county, Yeoman, of the other part: Whereas the said *R. K.* the elder, and *M.* his said wife, the said *R. K.* the younger, and *B. C.* of D. in the said county, Gentleman, (at the request, and by the direction of the said *R. K.* the elder,) have, and each and every of them hath, by surrender bearing even date herewith, surrendered out of court by a straw, and by the hands of Z. Z. one of the customary tenants, or copyholders of the manor of Haitefield, in the said county of York, and sworn, into the hands of the Lords of the said manor, according to the custom thereof, All that messuage or tenement standing and being in S. aforesaid, wherein the said *R. K.* the elder, now dwells, Together with two barns thereunto belonging, And also all those two closes lying near unto the said messuage or tenement, called the G.'s, in S. aforesaid, All which said premises are lying and being in the parish of F. in the county aforesaid, and were heretofore the estate of *G. W.* late of S. aforesaid, Yeoman, deceased, brother of the said *M. K.* And also all that other close called the ——, lying in West-Ings, belonging to S. aforesaid, containing by estimation two acres, Together with all the seats or sittings in the chapel or church in S. or F. aforesaid, belonging to the said messuage or tenement, or usually enjoyed therewith; And all the houses, out-houses, edifices, buildings, barns, stables, orchards, garths, gardens, ways, waters, water-courses, easements, hedges, ditches, fences, trees, woods, underwoods, commons, common of pasture aud turbary, rights, members, commodities and appurtenances whatsoever to the same premises belonging, or in any wise appertaining, And the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, And all the estate, right, title, interest, property, claim and demand whatsoever, at law and in equity, of them, and each and every of them the said *R. K.* the elder, and *M.* his said wife, *R. K.* the younger, and *B. C.* of, in and to the same, To the Use and Behoof of the said *R. S.* his heirs and assigns for ever, Subject nevertheless to such conditions, provisoes, covenants, clauses, payments and agreements, as are mentioned and contained in and by these presents concerning the same, as in and by the said recited surrender, relation being thereunto had, will more fully and at large appear. Now this Indenture witnesseth, and it is hereby declared and agreed by and between all and every the said parties to these presents, and the said *R. S.* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *R. K.* the elder, and *R. K.* the younger, their heirs, executors, administrators and assigns, that if they the said *R. K.* the elder, and *M.* his said wife, and *R. K.* the younger, his, her, their or any of their heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto the said *R. S.* his executors, administrators or assigns, or some of them, the sum of one hundred and fifty pounds, of good and lawful money of Great Britain, with interest for the same, at or after the rate of four pounds ten shillings for one hundred pounds for a year, at or upon the —— day of December next ensuing the date hereof, without any manner of deductions, defalcations or abatements whatsoever, to be made thereout, for or in respect of any parliamentary or other lays, taxes, charges, assessments or impositions whatsoever, or any other matter, cause or thing whatsoever: Then and in such case, and upon such payment made as aforesaid, he the said *R. S.* his heirs or assigns, shall and will at the request, costs and charges of the said *R. K.* the elder, and the said *M.* his wife, and *R. K.* the younger, his, her or their heirs or assigns, surrender the said recited premises, and every part thereof, unto the said *R. K.* the elder, and the said *M.* his wife, and *R. K.* the younger, their heirs or assigns, or to such person or persons as they shall for that purpose direct, free from all incumbrances made, done or committed by the said *R. S.* his heirs or assigns in the mean time (any thing in the said surrender or herein before contained to the contrary thereof notwithstanding in any wise notwithstanding.) And the said *R. K.* the elder, for himself, and for the said *M.* his wife, and for his and her heirs and assigns, and the said *R. K.* the younger, for himself, his heirs and assigns, do hereby jointly and severally covenant, promise, grant and agree, to and with the said *R. S.* his heirs, executors, administrators and assigns, that they the said *R. K.* the elder, and the said *M.* his wife, and *R. K.* the younger, their or either of their heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *R. S.* his executors, administrators and assigns, or some of them, the full and just sum of one hundred and fifty pounds of lawful money of Great Britain, together with interest for the same, after the rate aforesaid, at such time, and in such manner and form as herein before is or are mentioned and appointed for payment thereof, without any manner of deductions, defalcations or abatements whatsoever, to be made thereout as aforesaid. And also, that they the said *R. K.* the elder, and *M.* his said wife, and the said *R. K.* the younger, some or one of them, at the execution of the said surrender and of these presents, is, are, was or were the true and lawful owners and proprietors of the said recited copyhold premises, with the appurtenances; And also, that they, some or one of them, at the execution of the said recited surrender and

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*Q.* If the said *L.*'s title be not good in law, and the court rolls a sufficient proof of *J. A.*'s being a customary tenant, and sworn, notwithstanding any negative proof the heir at law can make to the contrary? If it be necessary, the mother can prove a valuable consideration paid for the lands; for she paid her son *H.*'s debts, and funeral expences, upon account of the surrender, so would exhibit a bill in Chancery, if that surrender be avoidable, rather than part with the lands.

*A.* If *A.* appeared as a copyholder, and would have himself as such, and was in possession of a copyhold estate, altho' in fact he had no copyhold interest in it, a judge will be favourable, and direct the jury to incline that he was one to this purpose, especially if he appeared, and was reputed a copyholder: and it will be of use to the mother to make out the consideration of the surrender to be as valuable as she can: And if the jury should go against the surrender, then she may try the Court of Chancery, but not so properly before.

*J. CHESHIRE.*

CASE.

and theſe preſents, was or were lawfully, rightfully and abſolutely ſeiſed of a good, ſure, perfect, abſolute and indefeaſible copyhold eſtate of inheritance, according to the cuſtom of the ſaid manor, of and in the ſaid recited copyhold premiſes, with the appurtenances, to them and their heirs, or to ſome or one of them, his, her or their heirs for ever, without any manner of condition, contingent proviſo, limitation of uſe or uſes, or other matter, cauſe or thing, to change, charge, alter or determine the ſame. And alſo, that they the ſaid *R. K.* the elder, and *M.* his wife, and the ſaid *R. K.* the younger, and the ſaid *B. C.* ſome or one of them, have or hath good right, full power, and abſolute authority to ſurrender, according to the cuſtom of the ſaid manor, the ſaid recited copyhold premiſes, and every part thereof, unto the ſaid *R. S.* his heirs and aſſigns, in manner aforeſaid. And alſo, that the ſaid *R. K.* the elder, and *M.* his ſaid wife, and the ſaid *R. K.* the younger, or any of them, have or hath not at any time or times before the time of executing the ſaid recited ſurrender and theſe preſents, done, committed, or wittingly or willingly ſuffered to be done and committed, any act, matter or thing whatſoever, whereby or by means whereof the ſaid recited copyhold premiſes, or any part thereof, is, are, ſhall or may be any ways impeached, forfeited or incumbered in title, charge, eſtate or otherwiſe howſoever. And alſo, that the ſaid recited copyhold premiſes, and every part thereof, now are, and at the time of executing the ſaid recited ſurrender and theſe preſents, were free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all former and other gifts, bargains, ſales, uſes, wills, intails, leaſes, mortgages, jointures, dowers, and right and title of dower, annuities, rents, arrears of rent, iſſues, fines, amerciaments, ſurrenders, ſeizures, forfeitures and cauſes of ſeizures and forfeitures, acts, charges, titles, troubles and incumbrances whatſoever, committed or done by them the ſaid *R. K.* the elder, *M.* his ſaid wife, and *R. K.* the younger, or any of them, or by the ſaid *B. C.* or by any of their anceſtors (one or more mortgages upon the ſaid cloſe in Weſt-Ings aforeſaid, and which are hereby agreed to be paid off directly, and the rents and ſervices to be from henceforth due and payable for the ſaid copyhold premiſes to the Lord of the ſaid manor, and the fine to be made with the Lord of the ſaid manor for the admittance upon the ſaid recited ſurrender only excepted.) And further, that they the ſaid *R. K.* the elder, and *M.* his ſaid wife, and *R. K.* the younger, and his, her and their heirs, and all perſons whomſoever now having, or lawfully claiming, or hereafter to have or claim any eſtate, right, title, or intereſt of, into or out of the ſaid recited copyhold premiſes, ſhall and will, in caſe default ſhall happen to be made in payment of the ſaid ſum of one hundred and fifty pounds, and intereſt for the ſame as aforeſaid, at the reaſonable requeſt of the ſaid *R. S.* his heirs, executors, adminiſtrators or aſſigns, but at the proper coſts and charges of the ſaid *R. K.* the elder, and *M.* his ſaid wife, and of *R. K.* the younger, his, her or their heirs or aſſigns, make, do, ſuffer and execute, or cauſe and ſuffer to be made, done and executed, all ſuch further and reaſonable act and acts, things, devices and aſſurances, by ſurrender, ſeizure or otherwiſe, as ſhall be reaſonably drawn, deviſed or required by the ſaid *R. S.* his heirs, executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, for the better and more perfect conveying, ſurrendering and aſſuring of the ſaid recited copyhold premiſes, with the appurtenances, unto the ſaid *R. S.* his heirs and aſſigns for ever. (*A covenant after default made in payment aforeſaid to enter upon the copyhold premiſes*, &c.) And laſtly, that they the ſaid *R. K.* the elder, and *M.* his ſaid wife, and *R. K.* the younger, his, her or their heirs, ſhall and will immediately at his, her or their own proper coſts and charges, well and ſufficiently inſure from fire, in ſome one or other of the inſurance offices in this kingdom, the ſaid copyhold meſſuage or tenement, together with the two barns thereunto belonging, for the ſum of one hundred and fifty pounds aforeſaid. In Witneſs, &c.

Signed, ſealed and delivered, in the preſence of *R. J. T. T. R.*

*R. K.* the elder, *(L. S.)*
*M. K. (L. S.)*
*R. K.* the younger, *(L. S.)*

Received on the day and year within written of the within named *R. S.* the ſum of one hundred and fifty pounds, the conſideration money for the within recited ſurrender, and in the deed within written, mentioned in full by us,

£150.

*R. K.* the elder.
*M. K.*
*R. K.* junior.

Witneſſes, *R. J. T. T. R.*

*The Bond for Payment of Money, and Performance of Covenants.*

KNOW all Men by theſe preſents, that we *R. K.* the elder, of S. in the county of York, Yeoman, and *R. K.* the younger of S. aforeſaid, Yeoman, ſon and heir apparent of the ſaid *R. K.* the elder, are jointly and ſeverally held and firmly bound unto *R. S.* of N. W. in the pariſh of D. in the ſaid county, Yeoman, in the ſum of three hundred pounds, of good and lawful money of Great Britain, To be paid to

## CASE.

Of copyholds being within the ſtatute of limitations of James I. and of a ſurrender being concealed or ſuppreſſed.

In the year of our Lord 1685, *M. W.* of P. ſurrenders unto *G. R.* a cloſe of ground called the Park-cloſe, to the uſe of *R.* and, his heirs, and ſaid *R.* in 1689, ſurrendered the ſame premiſes to *J. R.* his ſon, and the heirs of his body, and for want of iſſue to *A. M.* and her heirs. The ſurrender and admittance in 1689, on which the intail is yet depending, is not to be found. *J. R.* (the tenant for life or in tail) had iſſue a ſon, called *J.* and that ſame *J.* had this preſent claimant, alſo called *J. J. R.* (tenant for life, or in tail) in the year 1704, (four years before claimant's father was born) ſurrendered the ſaid cloſe, without barring or diſcontinuing the ſaid intail made by *G. R.* in 1689, unto one *T. S.* for life, and after his deceaſe, to *J. S.* and his heirs, which ſaid *J. S.* ſome time ſince, conveyed unto the preſent occupier thereof.

It

to the ſaid *R. S.* or his certain attorney, executors, adminiſtrators or aſſigns, For which payment well and truly to be made, we bind ourſelves, and each of us jointly and ſeverally for the whole, our and each of our heirs, executors and adminiſtrators, firmly by theſe preſents, Sealed with our own ſeals, Dated the ——— day of June, in the year of our Lord 1767.

The Condition of the above written obligation is ſuch, that if the above bound *R. K.* the elder, and *R. K.* the younger, or either of them, their or either of their heirs, executors or adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the above named *R. S.* his executors, adminiſtrators or aſſigns, the full and juſt ſum of one hundred and fifty pounds, of good and lawful money of Great Britain, with intereſt for the ſame, at or after the rate of four pounds and ten ſhillings for one hundred pounds for a year, at or upon the ——— day of December next enſuing the date of the above written obligation, purſuant and according to the tenor and intent of a certain covenant, promiſe, declaration and agreement, comprized and mentioned in one indenture of covenants, made or mentioned to be made between the above bounden *R. K.* the elder, and *M. K.* his wife, and the above bounden *R. K.* the younger, ſon and heir apparent of the ſaid *R. K.* the elder, on the one part, and the above named *R. S.* on the other part, bearing even date with the obligation above written. And alſo, if the above bound *R. K.* the elder, and *M.* his wife, and *R. K.* the younger, his, her, their and each and every of their heirs, executors and adminiſtrators, ſhall and do at all times hereafter, well and truly obſerve, perform, fulfil and keep all other the conditions, covenants, clauſes, promiſes, declarations, grants and agreements, in the ſaid indenture of covenants mentioned and comprized on his, her and their parts and behalfs, to be paid, done and performed, and that without fraud or delay; Then the above written obligation ſhall be void and of no effect, otherwiſe ſhall be and remain in full force and virtue.

Signed, ſealed and delivered in the preſence of *R. J. T. T. R.*

*R. K.* the elder.
*R. K.* junior.

*A Leaſe of Copyhold Lands for Twenty-one Years, in order to commit a voluntary Forfeiture, the Seizure thereon, Inquiſition, Precept to Bailiff,* &c. *to cut off an Intail by Way of Recovery, drawn by* Richard John Tetlow.

THIS Indenture made the 1ſt day of April, in the ſeventh year, *&c.* in the year of our Lord 1767, Between *A. B.* of S. in the county of York, Gentleman, of the one part, and *S. T.* of *B.* in the ſaid county, Gentleman, of the other part, Witneſſeth, that to the end and intent a voluntary forfeiture may be committed, and a ſeizure made of the meſſuages, tenements, buildings, lands, hereditaments and premiſes herein after mentioned, with the appurtenances, (being copyhold, and holden of the manor of Haitefield, in the ſaid county of York,) in order to bar and extinguiſh all eſtates-tail of and in the ſame premiſes, together with the remainders and reverſions thereon limited and expectant, and that an eſtate by copy of court-roll, according to the cuſtom of the ſaid manor of C. in the ſame premiſes may be regranted to, and veſted in the ſaid *A. B.* and his heirs and aſſigns for ever, and for divers other good cauſes and valuable conſiderations hereunto moving, he the ſaid *A. B.* Hath demiſed, leaſed and to farm let, and by theſe preſents Doth demiſe, leaſe and to farm let, unto the ſaid *S. T.* his executors, adminiſtrators and aſſigns, All thoſe meſſuages, *&c. (The premiſes.)* All which copyhold hereditaments and premiſes aforeſaid, with the appurtenances, are ſituate, lying and being in S. and the pariſh of F. in the ſaid county and manor aforeſaid, together with all and ſingular houſes, out-houſes, *&c.* To have and to hold all and ſingular the above leaſed meſſuages, *&c.* with their and every of their appurtenances unto the ſaid *S. T.* his executors, adminiſtrators and aſſigns, from the 25th day of March now laſt paſt, for and during the full end and term of twenty-one years from thenceforth next enſuing, and fully to be complete and ended, Yielding and paying therefore yearly, and every year during the ſaid term unto the ſaid *A. B.* his heirs or aſſigns, the rent or ſum of one hundred pounds of lawful money of Great Britain, at the Feaſt of St. *Michael* the Arch-Angel. In Witneſs whereof the ſaid parties to theſe preſents have hereunto ſet their hands and ſeals, the day and year above written.

Signed, ſealed and delivered by the ſaid *A. B.* in the preſence of *R. J. T. G. D.*

*A. B.*

19th

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It appears by the pariſh regiſter, that *G. R.* the original purchaſer, was buried the 17th of December, 1688.

Now you'll pleaſe to obſerve, that the ſurrender on which the ſaid entail is grounded is made in the year 1689. So that certainly there muſt be a miſtake in the regiſter, or the perſon who once ſaw this ſame ſurrender muſt be very much miſtaken in the year of our Lord.—A perſon of credit and veracity ſome time ago in ſearching the court rolls, ſaw the entail above; but now, upon a ſecond ſearch, no ſuch thing is to be found. *J. R.* (tenant for life or in tail) was buried April 17th, 1723. The claimant's father was born May 17th, 1708: So that claimant's father at the time of the death of *J. R.* (tenant for life or in tail) was about fourteen years and eleven months old.

From April 17th, 1723, (when claimant's grandfather, tenant for life or in tail died) to the time claimant's father came of age, which was May 17th, 1729, ſix years and one month, which makes in all twenty-one years.

From 17th May 1729, to 17th May 1749, would (according to my calculation) have been twenty years, if claimant's father had lived to have claimed. But he died May 21ſt, 1731, which from May 17th, 1729, is two years and four days after he came of age. His ſon *J.* the preſent claimant, was born February 15, 1730. From that time to Febru-bruary 26th, 1759, twenty-nine years. February 15th, 1751, claimant came to age. February 26th, 1759, eight years, and from thence hitherto, 15th March, 1759, eight years and ſeventeen days ſince claimant came to age.

*Q.* Therefore is the claimant, or not, barred by the ſtatute of limitations; or has he any right or title to the ſaid cloſe of land above mentioned?

*A.* I

19th May, 1767, first proclamation.

[Two other proclamations.]

We the jury impannelled and sworn at the Great Court Baron, holden the 28th day of April, 1767, do find this indenture of lease made for the term of twenty-one years, without leave of the Lord, without licence of this court, and contrary to the custom of the manor. We do therefore find the premises therein contained forfeited to the Lord of the said manor. As Witness our hands,

| | | | |
|---|---|---|---|
| *E. M.* | *R. T.* | *T. J.* | *S. W.* |
| *W. M.* | *F. R.* | *J. D.* | *F. O.* |
| *R. H.* | *G. B.* | *R. E.* | *J. G.* |

28th of April, 1767.

Manor of Haitefield. } Be it commanded the Bailiff of the said manor, that he seize the lands and premises in the within written indenture of lease contained, into the hands of the Lord of the said manor, and that he make a return of this precept at the next court, to be holden in and for the said manor.

*Richard Shepard*, Deputy-Steward.

By virtue of the precept above, I have seized into the hands of the Lord, the lands and premises which are mentioned in this indenture of lease, with the appurtenances. As Witness my hand, the 14th day of May, 1767.

*William Good*, Bailiff.

*N. B.* He delivers this seizure upon oath.

## *A Regrant of Copyhold Estate after Seizure.*

Manor of Snaith and Cowick. } At the Court Baron of *G. H.* Gentleman, holden there for the manor and soak aforesaid, the 25th day of October, in the year of our Lord 1765, It is thus enrolled:

To this Court came *O. M.* and *E.* his wife, and in full court, did take of the Lord of this manor, One messuage or tenement, with all the barns, buildings, garths, gardens and appurtenances thereunto belonging, situate, lying and being in Snaith, betwixt the lands of *J. D.* Esquire, west, and *H. M.* east, one cottage situate in Cowick, with the appurtenances, in the tenure or occupation of *W. S.* one acre, *&c. (describing all the premises particularly,)* All which said premises were lately seized into the hands of the Lord, for that he the said *O.* and *J.* by their indenture bearing date the 3d day of August last past, did grant and demise the said messuage, cottage, and all other the premises, with the appurtenances, unto *T. M.* his executors, administrators and assigns, from the day of the date of the said indenture, for and during the term of twenty-one years, without licence from the Lord, or fine, making contrary to the custom of the manor, in contempt of the Lord, and to his disinheritance, as at a court baron holden for the manor aforesaid, the 11th day of August last past, was, by a jury of the homagers then sworn to enquire for the Lord, presented; whereof proclamation hath been made publicly and solemnly at three several courts of the said manor, (if any would claim to hold of the Lord of the manor One messuage, one cottage, nine acres and an half of meadow, and two acres and an half, and half a rood of land, with their appurtenances, late the lands and tenements of *O. M.* and *J.* his wife, that they should come in and be received) but none made proffer but the said *O.* and *J.* To whom the Lord by his Steward hath thereof granted seizin, To have and to hold all the aforesaid premises, with their appurtenances, to the said *O.* and *J.* for and during their natural lives, and the life of the longer liver of them, and after their decease To the Use of *W. M.* son and heir apparent of the said *O.* and *J.* his heirs and assigns for ever, by copy of court roll, according to the custom of the manor, by the ancient rents and services thereof heretofore due and accustomed; and they have made fine unto the Lord for entrance thereunto, as appeareth in the margin, and have done their fealty, and are thereunto admitted tenants. Fine 9s. 4d.

*Examined by* John Burgon *Steward there.*



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*A.* I am of opinion the statute of limitations will take place, for, from the 17th May 1729, to the 21st May 1731, the claimant's father was of full age, and might have entered, and therefore the twenty years are to be computed from the 17th May, 1729.

*Q.* As the surrender, on which the said entail is grounded, is not to be found, and there is that wide difference betwixt the date of the register, and the year in which the settlement is supposed to be made (being a year after the death of *G. R.* the first purchaser) will the testimony of the person who saw such surrender be sufficient proof to file a bill against the person now in possession of the said close, for the recovery thereof?

*A.* Whether the statute of limitations was to take place, or not, under the circumstances of this case, it would be impossible for the claimant to support his title under this evidence, especially as the supposed surrender bears date after the death of the surrenderor. But, if you have any good reason to believe that there really was such surrender, and that the person who is supposed to have seen it, really did see it, though he may be mistaken as to the date, and that the surrender has been secreted by, or in the hands of the present owner, you may, if you please, file a bill for a discovery.

*Q.* If the land is recovered, will not the mesne profits from the death of the tenant for life be also recovered?

*A.* If the land could be recovered, most certainly the mesne profits are recoverable, but not from the death of the tenant for life, the present claimant being only entitled from his father's death.

*J. STANHOPE.*

*April* 21, 1759.

CASE,

*A Declaration at Common Law, for Lord of a Manor's Fine on admitting a Tenant to a Copyhold Eſtate.*

LANCASHIRE, to wit, } *J. C.* late of Birch-Hall-Fold, in the county of Lancaſter, was ſummoned to anſwer unto *W. B.* Eſquire, of a plea, that he render to him fifty-two pounds and ten ſhillings of lawful money of Great Britain, which he owes to and unjuſtly detains from him, and ſo forth, and thereupon the ſaid *W. B.* by *R. J. T.* his attorney, ſays, that Whereas he the ſaid *W. B.* on the 22d day of May, in the year of our Lord 1727, and for divers years next before that day, and continually from thence afterwards hitherto, was, and yet is ſeiſed of the manor of Birch-Hall, near the townſhip of Withington, and in the pariſh of Mancheſter, with the appurtenances, in the ſaid county of Lancaſter, in his demeſne as of fee; within which ſaid manor there now is, and from time immemorial hath been, and was an ancient and laudable cuſtom there uſed and approved of, to wit, that a reaſonable ſum of money upon every admiſſion of any perſon tenant to any cuſtomary tenement, or to any cuſtomary lands, parcel of the ſaid manor, according to the cuſtom of the ſaid manor, ought to be paid, and was paid, and for all the time aforeſaid was due and payable to the Lord of the manor aforeſaid, being the Lord of that manor at the time of ſuch admiſſion made, for a fine for ſuch admiſſion; and that the Lord of the manor aforeſaid, for the time being, for all the time aforeſaid, hath been uſed and accuſtomed by himſelf, for the time being, for all the time aforeſaid, upon or after ſuch admiſſion, to aſſeſs and appoint the ſaid reaſonable ſum of money for a fine, to be paid by ſuch perſon ſo admitted, for ſuch his admiſſion; and that one meſſuage or tenement, called the Forty-Acres farm, with certain lands, meadows and paſtures to the ſame belonging and adjoining, in Birch, in the county aforeſaid, containing by eſtimation forty acres, be the ſame more or leſs, now are, and from time immemorial have been, parcel of the ſaid manor, and a cuſtomary tenement of that manor, and demiſed and demiſable by copy of the rolls of the court of the ſame manor, by the Lord of that manor, or by his Steward of the court of the ſame manor for the time being, to any perſon or perſons whatſoever willing to take the ſame in fee-ſimple, or otherwiſe, at the will of the Lord, according to the cuſtom of the ſaid manor, and that he the ſaid *W. B.* on the ſaid 22d day of May, in the year of our Lord 1727, at a court baron of the ſaid *W. B.* of the ſaid manor, held at the ſaid manor, admitted the ſaid *J. C.* to the ſaid copyhold tenement aforeſaid, with the appurtenances, To hold to the ſaid *J. C.* his heirs and aſſigns for ever, at the will of the Lord, according to the cuſtom of the ſaid manor; and the ſaid *W. B.* further ſays, that the copyhold tenement aforeſaid, with the appurtenances, at the time of the admiſſion aforeſaid, was worth the ſum of thirty pounds by the year; and that the ſaid *W. B.* after the aforeſaid admiſſion of the ſaid *J. C.* on the —— day of ——, in the year of our Lord 1731, at Birch-Hall aforeſaid, according to the uſe and cuſtom of the ſaid manor, aſſeſſed and appointed fifty-two pounds and ten ſhillings for a fine to be paid to the ſaid *W. B.* by the ſaid *J. C.* for that admiſſion, which ſaid fifty-two pounds and ten ſhillings, ſo as aforeſaid aſſeſſed, was a reaſonable ſum of money to be paid for a fine to the Lord of the manor aforeſaid, upon the admiſſion aforeſaid, whereof the ſaid *J. C.* then and there had notice; and the ſaid *J. C.* afterwards, to wit, the ſame day and year laſt aboveſaid, was there requeſted to pay the ſaid ſum of money to the ſaid *W. B.* and the ſaid *J. C.* to pay the ſame to the ſaid *W. B.* hath hitherto neglected, whereof an action hath accrued to the ſaid *W. B.* to demand and have of the ſaid *J. C.* the ſaid ſum of fifty-two pounds and ten ſhillings; Nevertheleſs the ſaid *J. C.* (although often requeſted) hath not yet paid to the ſaid *W. B.* the ſaid fifty-two pounds and ten ſhillings, or any part thereof, but to pay the ſame to him hath hitherto wholly refuſed, and ſtill refuſes to the ſaid *W. B.* his damage of two hundred pounds; and therefore he brings his ſuit, and ſo forth.

*Deputation from a Steward to take a Surrender of a reverſionary Eſtate.*

KNOW all Men by theſe preſents, that I *R. S.* of C. in the county of Lancaſter, Gentleman, known Steward of the court of the manor of W. in the county of Lancaſter aforeſaid, for divers good cauſes and conſiderations me hereunto moving, have conſtituted, deputed and appointed, and by theſe preſents Do conſtitute, depute and appoint *R. E.* of G. in the ſaid county of Lancaſter, Eſquire, and *J. R.* of the ſame place, Gentleman, my deputy Stewards, jointly and ſeverally to the intent and purpoſe only, that they the ſaid *R. E.* and *J. R.* or either of them, do examine *M.* the wife of *R. N.* who was daughter and heir of *T. R.* deceaſed, late a copyhold tenant of the ſaid manor, and upon her freely conſenting then to take one or more ſurrender or ſurrenders of and from the ſaid *R. N.* and *M.* his wife, of all and ſingular their and either of their reverſions and remainders expectant after the death of *M.* her mother, Of, in and to

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C A S E.

Foreſt of P. in the manor of J. in the county of L. the Ducheſs Dowager of M. and the Counteſs of C. daughters and coheirs of the late Duke of M. deceaſed, Ladies of the ſaid foreſt and manor.

19th October 1722. *J. S.* before that time died inteſtate, and ſeiſed of a copyhold eſtate within this foreſt, and left iſſue, *M.* a daughter, and only child, then a minor, who was ſome time after married to *W. L.* and who upon an inquiſition taken at a court of the ſaid foreſt, the ſaid 19th October 1722, was found and preſented by the homage jury as next heir to the ſaid *J. S.* her father, and admitted to the ſaid eſtate accordingly.

5th June 1750. The ſaid *W. L.* (his wife being then dead) in conſideration of the natural love and affection which he had and did bear to *W. L.* his eldeſt ſon and heir apparent (by her the ſaid *M.* his late wife) and who had then married *M.* daughter of *W. L.* did ſurrender the ſaid copyhold eſtate into the hands of the Lord of the ſaid manor, to the uſe of the ſaid *W. L.* his ſon, his heirs and aſſigns for ever, according to the cuſtom of the ſaid manor. And the ſaid ſurrender was courted, and the ſaid *L.* the ſon, admitted to the ſaid eſtate at a general court, holden for the ſaid foreſt the 5th April 1751.

8th

to all and every the meſſuages, lands, tenements and hereditaments whatſoever, with the appurtenances, which ſhe the ſaid *M.* the mother, now holds for and during the term of her natural life, by copy of court roll of the ſaid manor, To the Uſe and Behoof of them the ſaid *R. N.* and *M.* his wife, for and during the term of their natural lives, and the life of the longer liver of them; and from and after the deceaſe of the longer liver of them, Then to the Uſe and Behoof of the right heirs of the ſurvivor of them the ſaid *R. N.* and *M.* his wife, for ever. And I do hereby confirm all and whatſoever my ſaid Deputy Stewards, or either of them, ſhall lawfully do for the perfecting and taking ſuch ſurrender and ſurrenders, as aforeſaid, ſo as the ſame, together with this deputation, be returned to me on or before the 1ſt day of January next. In Witneſs, &c.

Signed, ſealed, *&c.* *J. R.*

*Grant of a Stewardſhip of a Manor.*

TO all to whom theſe preſents ſhall come, I *J. T.* of, *&c.* ſend greeting. Know ye, that I the ſaid *J. T.* for divers good cauſes and conſiderations me thereunto moving, have for me, my heirs and aſſigns, given and granted, and by theſe preſents Do give and grant unto *W. B.* of L. Gentleman, the The Office of Chief Steward, and the place and execution of the ſtewardſhip of my manor or lordſhip of *B.* in the county of M. and the holding and keeping of all courts, courts-leet, views of frank-pledge, and of all other courts of what kind or nature ſoever the ſame be, to the ſaid manor or lordſhip belonging or in any wiſe appertaining; To have, hold, execute and enjoy the aforeſaid office of Chief Steward, and the place and execution of chief ſtewardſhip, and the holding and keeping of all manner of courts, uſually held or kept within the ſame manor or lordſhip, together with all manner of fees, wages, rewards, profits, perquiſites, emoluments and advantages to the ſaid office of Chief Steward or ſtewardſhip of the ſaid manor or lordſhip belonging or appertaining, or at any time heretofore accuſtomed and uſed to be paid, rendered to or received by any the Chief Steward or Stewards there for the time being, from henceforth for and during the natural life of him the ſaid *W. B.* (or for and during the will and pleaſure of me the ſaid *J. T. &c.*) In Witneſs, &c.

*Deputation of a Steward to take a Surrender, Examine a Feme-Covert,* &c.

KNOW all Men, That I *Thomas Purnell*, Steward by patent of the manor of D. in the county of S. have put, deputed, authorized and appointed, and by theſe preſents Do put, depute, authorize and appoint *William Beſt* of, *&c.* for me and in my name and ſtead, to take one or more ſurrender or ſurrenders, according to the cuſtom of the ſaid manor of D. of and from *G. M.* of, *&c.* and *S.* his wife, ſhe being firſt ſolely and ſecretly examined touching her conſent thereto, after the uſual manner of ſurrenders in the like caſes, Of all that meſſuage, *&c.* To the Uſes hereafter mentioned, (that is to ſay) To the Uſes and Behoofs mentioned or declared, or to be mentioned or declared in the laſt will and teſtament of the ſaid *G. M.* And for want of ſuch mention or declaration thereof, Then to the Uſe of ſuch perſon or perſons, his or their heirs or aſſigns, and under ſuch proviſoes or limitations as the ſaid *G. M.* by and with the conſent of the ſaid *S.* ſhall by his deed or writing under his hand and ſeal, in the preſence of three or more credible witneſſes, declare, limit or appoint. And for want of ſuch declaration, limitation or appointment, Then to the Uſe and Behoof of the ſaid *G. M.* and *S.* his wife, and the heirs of their two bodies begotten, and afterwards to the right heirs of the ſaid *S.* for ever. And further, I do alſo give and grant unto my ſaid deputy, full power and authority to do and act in the premiſes, all and whatſoever I might or ought to do herein, if I were perſonally preſent: Hereby ratifying and confirming all and whatſoever my ſaid deputy ſhall do, or cauſe to be done in the premiſes, by virtue of theſe preſents. In Witneſs, &c.

*(Morgan.)*

*Letter*

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8th June 1750. *W. L.* the ſon, in conſideration of fifty pounds, paid to him by *T. C.* ſurrenders the ſaid eſtate to the uſe of the ſaid *C. T.* and his heirs for ever, according to the cuſtom, defeaſable on payment of the ſaid fifty pounds, and intereſt, at a day for that purpoſe mentioned. Which ſurrender was not put into court till September laſt, but lay in the hands of the cuſtomary tenant, (who took it) till then, and no admittance is yet granted to *C. T.* thereupon.

N. B. *W. L.* the ſon, was not admitted to the eſtate when he ſurrendered to *C. T.*

14th May 1751, *W. L.* the ſon, in conſideration of eighty pounds paid by *E. A.* ſurrendered the ſame eſtate to the uſe of the ſaid *A.* and his heirs for ever, according to the cuſtom defeaſable on payment of the ſaid eighty pounds, with intereſt, at a day for that purpoſe mentioned, which laſt ſurrender was not put into court till September laſt, but lay in the ſame cuſtomary tenant's hands (who took it) till then, and no admittance is yet granted to *A.* thereupon.

22d Auguſt 1751. The ſaid *W. L.* the ſon, being involved in conſiderable debts, and ſued and arreſted by ſome of his creditors, and the ſaid *W. L.* his father in law, becoming bail for him, he, in conſideration of one hundred and eighty pounds, ſurrendered the ſaid eſtate abſolutely to the uſe of the ſaid *W. L.* his heirs and aſſigns for ever, according to the cuſtom, who called a ſpecial court the ſame day, and was then admitted to the ſaid eſtate.

N. B. It is ſuppoſed the conſideration money mentioned in *L*'s ſurrender was not paid, nor any part of it. It is alſo conſiderable more than the eſtate is worth.

*A.* knew of *C. T.*'s ſurrender when he took his; and *W. L.* when he took his, knew of them both.

*Q.* Whether *W. L.* the father, was ſeized of this eſtate in his own right, and had good right to ſurrender to the uſe of his ſon in the manner he did.

*A.* It does not appear that *L.* the father, after the death of his wife, had any title to the copyhold tenements. If by the cuſtom of the manor he, after his wife's death, having had iſſue by her, became tenant by the courteſy of thoſe tenements, then he had a right to the ſame for the term of his life; and, unleſs the cuſtom of the manor requires his admittance thereto to perfect this title as tenant by the courteſy, might lawfully ſurrender to his ſon as he has done.

*Q.* 2d.

* *Letter of Attorney from the Tenant to enable a Perſon to ſurrender a Copyhold Eſtate into the Lord's Hands; the Tenant being ill and not able to attend the Court.*

KNOW all Men by theſe preſents, That I *R. B.* of, *&c.* within the manor of B. in the county of H. have made, ordained and appointed, and by theſe preſents do make, ordain, and in my ſtead and place put and appoint *G. L.* of, *&c. (uſually the Bailiff of the manor)* my true and lawful attorney, for me, and in my name to appear at the next court to be holden in and for the ſaid manor of B. on, *&c.* And then and there, for me and in my name as aforeſaid, to ſurrender and yield up into the hands of the Lord of the manor aforeſaid, One Meſſuage or tenement, *&c.* with their and every of their appurtenances, unto the ſaid meſſuage or tenement belonging, and every part and parcel thereof, within the ſaid manor. All which ſaid premiſes, I the ſaid *R. B.* do claim to hold (as ſole purchaſer) for my own life, and the life of *R.* my ſon, by copy of court-roll of the ſaid manor of B. bearing date, *&c.* And all the eſtate, right, title, intereſt, poſſeſſion, reverſion, claim and demand whatſoever, as well of me the ſaid *R. B.* as of *R.* my ſon, and of either of us, of, in and to the ſame; ratifying, confirming, and by theſe preſents allowing all and whatſoever my ſaid attorney ſhall do or cauſe to be done in the premiſes, by virtue of theſe preſents. In Witneſs, &c.

*Deputation of an Under-Stewardſhip.*

THIS Indenture, made, *&c.* Between *William King*, Eſquire, Steward of the honour of B. in the county of H. and the manors and courts thereunto belonging, of the one part, and *J. H.* of, *&c.* Gentleman, of the other part, Witneſſeth, That the ſaid *W. K.* hath made, ordained, conſtituted and appointed, and by theſe preſents Doth make, ordain, conſtitute and appoint the ſaid *J. H.* his Deputy-Steward, of the honour aforeſaid, and the ſeveral manors and courts thereunto belonging, and by theſe preſents doth give and grant unto the ſaid *J. H.* the deputation and execution of the ſaid office of Deputy-Steward of the honour and manors aforeſaid; To have, hold, enjoy and exerciſe the ſaid office to the ſaid *J. H.* for and during the natural life of the ſaid *W. K.* together with all fees, rewards, profits, allowances, pre-eminencies, commodities and advantages whatſoever, to the ſaid office in any manner of way belonging or appertaining, ſo long as the ſaid *J. H.* ſhall have and exerciſe the ſaid office in as large and ample manner as the ſame was granted by *G. F.* and *G. P.* by their indenture bearing date, *&c.* to the ſaid *W. K.* (except the fee of five pounds to the ſaid *W. K.* granted by the ſaid indenture for the execution of the ſaid office.) In Witneſs, &c.

*Another Deputation of an Under-Stewardſhip.*

TO all, &c. *A. B. &c.* ſendeth greeting: Whereas *C. D.* for divers good cauſes, *&c.* by his writing bearing date, *&c.* hath appointed and ordained me the ſaid *A. B.* his Steward of his Lordſhip and manors of D. and S. and all courts of view of frankpledge and leets within the manors aforeſaid; To have, hold, occupy and exerciſe the office aforeſaid by me, or my ſufficient deputy or deputies for the term of my life, with the fees, wages, rewards, *&c.* to the ſame office belonging, or anciently due and accuſtomed, together with the yearly fee of five pounds, for the exerciſe and occupying the ſaid office, as by the ſaid writing

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Q. 2d. Whether the ſurrender from *L.* the ſon, to the uſe of *C. T.* is good, by reaſon of *L.*'s not being admitted to the eſtate when he ſurrendered?

N. B. He was next heir at law to his mother, in caſe his father was only tenant by the courteſy.

*A.* If *L.* the ſon, had title as heir to his mother, and was in poſſeſſion, or receipt of the rents of copyhold tenements when he ſurrendered to *C. T.* then his ſurrender to *T.* might be a good ſurrender, though *L.* the ſon had not been admitted tenant; and as the ſurrender made by the father, in caſe he had a title as tenant by the courteſy, would operate as a releaſe or ſurrender of his life eſtate, I incline to think that in ſuch caſe the ſon's ſurrender before admittance would be good.

Q. 3d. Whether the ſurrender to the uſe of *W. L.* and his admittance thereupon, is good againſt both *C. T.* and *A.* notwithſtanding the priority of theirs, and of their being put into court before the third court day, till which time the keeping them out is warranted by the cuſtom of the manor?

*A.* If

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* *Inſtructions for taking a Surrender in Court by Attorney*, &c.

Read over the letter of attorney in time of court, and then let the attorney ſay, "I *G. L.* by virtue of the letter "of attorney to be made, and of the power and authority to me thereby given, do, for and in the name of the "ſaid *R. B.* ſurrender and yield up into the hands of the Honourable *A. B.* Eſquire, Lord of this manor, all that "meſſuage and tenement, with the appurtenances, within this manor, now in the poſſeſſion of *S. L.* and all the eſtate, "right, title, intereſt, poſſeſſion, reverſion, claim and demand whatſoever, of him the ſaid *R. B.* and of *R.* his ſon, "of, in and to the ſame, to the end the Lord may do therewith his will: And in teſtimony thereof, I deliver up "this verge."

*This Letter of Attorney and Surrender muſt be regiſtered in the court roll.*

ting more at large appears. Now know ye, That I the ſaid *A. B.* have made, ordained, and by theſe preſents have conſtituted *R. S.* of, *&c.* Gentleman, my deputy or under Steward of the manors or lordſhips aforeſaid; To have, hold, occupy, poſſeſs and exerciſe the ſaid office of deputy Steward, of me the ſaid *A. B.* for the term of my natural life, taking and having yearly, during the ſaid term, for exerciſing and occupying the ſaid office, all fees, wages, rewards and profits to the ſame office belonging, or anciently due or paid, together with the ſaid annual rent or fee of five pounds, granted unto me by *G. F. &c.* fully and wholly, and in as ample and beneficial a manner and form, as I now or at any time heretofore have had, received or uſed, or accuſtomed to do, or of right ought to have had, received, uſed or done. In Witneſs, &c.

*(Wood.)*

*Surrender:*

MEMORANDUM, That on the 24th day of Auguſt in the 20th year of the reign of our Sovereign Lord King George the third, and in the year of our Lord, 1780, Sir *A. A.* of B. in the county of C. Knight, one of the cuſtomary tenants of the ſaid manor, by *F. F.* Gentleman, his attorney, by virtue of a letter of attorney to him made by the ſaid Sir *A. A.* for that purpoſe, bearing date the 4th day of Auguſt inſtant, Did ſurrender into the hands of the Lord of the ſaid manor, by the rod, according to the cuſtom of the ſame manor, by the proper hands and acceptance of *M. M.* Eſquire, Lord of the ſaid manor, All that, &c. To the Uſe of *L. L.* of, *&c.* widow, her heirs and aſſigns for ever, according to the cuſtom of the ſaid manor.

*A. A.*

Taken the day and year firſt above-written
by me *M. M.* Lord of the ſaid manor.

*The Admittance of a new Tenant.*

MEMORANDUM, That after the making the ſurrender hereunto annexed, *viz.* on this 26th day of Auguſt, 1778, *L. L.* in the ſame ſurrender named in her proper perſon came before me *M. M.* Eſquire, Lord of the ſaid manor, at the manſion-houſe of the ſaid *L. L.* ſituate near D. aforeſaid, and deſired to be admitted tenant to all and ſingular the cuſtomary meſſuages, lands, tenements and hereditaments mentioned and contained in the ſame ſurrender, with their and every of their appurtenances, to whom the Lord of the ſaid manor, by his own proper hands, in the preſence of *N. N.* the Lord's Steward for this turn, did then and there grant ſeiſin thereof by the rod, To have and to hold the ſame meſſuages, lands, tenements and hereditaments, with their and every of their appurtenances, unto the ſaid *L. L.* her heirs and aſſigns for ever, of the Lord, at the will of the Lord, according to the cuſtom of the ſaid manor, by fealty, ſuit of court, and the ſeveral yearly rents and ſervices therefore due, and of right accuſtomed. And the ſaid *L. L.* gave to the Lord for fines for ſuch her eſtate, and entry into the ſame premiſes reſpectively, as appears in the margin; the fealty was reſpited. And ſo (ſaving to the Lord his right) the ſaid *L. L.* was admitted tenant to the ſaid premiſes in manner and form aforeſaid.

*M. M.* Lord of the ſaid manor.

In the preſence of

*Surrender to the Uſe of a Will.*

MEMORANDUM, That after the admiſſion of the ſaid *L. L.* as aboveſaid, *viz.* on the ſaid 26th of Auguſt in the year of our Lord, 1778, aboveſaid, the ſaid *L. L.* did ſurrender into the hands of the ſaid Lord of the ſaid manor by the rod, according to the cuſtom of the ſaid manor, by the proper hands and



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*A.* If by the cuſtom of the manor the preſentment of a ſurrender at or before the third court, after the making the ſurrender, be as valid to all intents and purpoſes as if preſented at the firſt court next after the ſurrrender, then the ſurrenders to *T. A.* will take place of *W. L.*'s in regard of their priority to the ſurrender of *W. L.* for the Lord by his admittance cannot give a precedency of a later ſurrender to an earlier, where this is preſented according to the cuſtom of the manor; and if the caſe was otherwiſe, *W. L.* knowing of the former ſurrender, for valuable conſideration, would be ſubjected thereto in equity.

*Q.* 4th. Whether *C. T.* and *A.* or either of them, have any, and what remedy againſt *W. L.* in this caſe, or againſt the cuſtomary tenant who took and kept the ſurrenders, that to *W. L.* being, as they ſuppoſe, made to defraud them of their money, and the cuſtomary tenant having been required to put them into court before that to the uſe of *W. L.* was made, and neglecting ſo to do? And what is beſt for *C. T.* and *A.* to do in order to recover or ſecure their money?

*A.* If *T.* procured an admittance on the ſurrender to him, as the Lord ought to admit him if the ſurrender was courted in due time, I think he may maintain an ejectment againſt *W. L.* or, however, may be relieved in equity againſt *W. L.* in reſpect of his having notice of *T.*'s ſurrender, previous to his lending the money, and taking a ſurrender from *L.*

*R. WILSON.*
*October* 18, 1751.

CASE.

and acceptance of the ſaid Lord of the ſaid manor, **All and every** the cuſtom meſſuages, lands, meadows, paſtures, tenements and hereditaments to which ſhe was admitted as above mentioned, with their and every of their appurtenances, and all other her cuſtomary and copyhold meſſuages, lands, tenements and hereditaments, which are parcel of the ſaid manor, or are held of the ſame manor, by copy of court-roll, **To** ſuch uſes, intents and purpoſes as the ſaid *L. L.* ſhall in and by her laſt will and teſtament in writing limit, declare or appoint.

*L. L.*

Taken the day and year above-written by me
*M. M.* Lord of the ſaid manor }

*Leaſe of Copyhold Lands, by Virtue of a Licence.*

**THIS Indenture**, made, *&c.* **Between** *A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part, **Witneſſeth**, That the ſaid *A. B.* by virtue of a licence, before the ſealing and delivery of theſe preſents, by him procured and obtained of and from *E. F.* Lord of the manor of, *&c.* for the granting and letting to farm the tenements, *&c.* hereafter in and by theſe preſents demiſed to the ſaid *C. D.* in conſideration of the rent and covenants herein after reſerved and confirmed on the part of the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to be paid, done and performed, **hath** demiſed, leaſed, and to farm let, and by theſe preſents **doth** demiſe, leaſe, and to farm let, unto the ſaid *C. D. &c.* **All that** meſſuage or tenement, *&c.* **To have and to hold** the ſaid meſſuage or tenement, lands and premiſes, with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents, for and during the term of five years from thence next enſuing, and fully to be complete and ended: **Yielding and paying** therefore yearly and every year, during the ſaid term, unto the ſaid *A. B.* his heirs and aſſigns, the rent or ſum of, *&c.* of lawful money, *&c.* at, *&c.* (with clauſe of diſtreſs and uſual covenants to repair, *&c.*) **And the ſaid** *C. D.* for himſelf, his executors, adminiſtrators and aſſigns, and every of them, doth covenant, promiſe and grant, to and with the ſaid *A. B.* his heirs and aſſigns, That neither he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, or any of them, ſhall do, or wittingly or willingly permit or ſuffer to be done, any act, matter or thing whatſoever, which may forfeit, loſe or impair the eſtate or intereſt of the ſaid *A. B.* of, in or to the ſaid hereby demiſed premiſes, or of, in or to any part or parcel thereof, or which may be otherwiſe hurtful or prejudicial to the ſaid *A. B.* his heirs or aſſigns, for or concerning the having, holding or enjoying of the ſame, or any part thereof. **And the ſaid** *A. B.* for himſelf, his heirs and aſſigns, doth covenant and grant to and with the ſaid *C. D.* his executors and adminiſtrators, That he the ſaid *C. D.* his executors and adminiſtrators, on the payment of the ſaid yearly rent, and performance of the covenants and agreements aforeſaid, which on his and their parts and behalfs are and ought to be performed, ſhall and may quickly and peaceably have, hold and enjoy all and ſingular the before mentioned to be hereby demiſed premiſes, and every part and parcel thereof, with their appurtenances, during the term hereby demiſed, without any interruption, moleſtation or eviction of him the ſaid *A. B.* his heirs and aſſigns, or of any perſon or perſons whatſoever now lawfully claiming, or that ſhall or may hereafter lawfully claim any eſtate, right, title or intereſt, of, in or to the ſame, or any part thereof, by, from or under him, them, or any of them. **And alſo** that he the ſaid *A. B.* his heirs and aſſigns, or ſome or one of them, ſhall and will from time to time, and at all times hereafter, diſcharge, or upon reaſonable requeſt, ſave harmleſs and keep indemnified the ſaid *C. D.* his executors and adminiſtrators, of, for and

## CASE.

Where there were two mortgages upon an eſtate ſuppoſed to be freehold, but which upon enquiry turned out to be copyhold.

*A. B.* by his will deviſed three meſſuages to his wife during life, and after her deceaſe to his ſon *E. F.* and to his heirs and aſſigns for ever. After the death of *A. B.* and during the life of the mother, *E. F.* mortgages theſe houſes for fifty pounds, and for non-payment thereof the mortgagee to enter after the death of the mother, which was regiſtered. Sometime after, *E. F.* and his mother make a mortgage of the ſame premiſes to *J. R.* for forty pounds, and on non-payment the ſaid *J. R.* was to enter. *J. R.* did enter by conſent, and has been in poſſeſſion and received the rents of two of the meſſuages for ſome years, and the mother is dead, and the ſaid *E. F.* has not been heard of for many years; ſo that it is ſuppoſed he is dead, his four are ſiſters now living, and all married. The firſt mortgagee now claims the premiſes by virtue of his mortgage. On ſtrict enquiry being made concerning the premiſes, *J. R.* finds the ſame to be copyhold, by reaſon whereof both mortgages are invalid.

*Q.* If *J. R.* for a ſmall conſideration can perſuade the ſiſters to enter into any articles to convey the ſaid premiſes to him, and get the Lord of the manor to admit them tenants to the premiſes, and then the ſiſters ſurrender the ſame to *J. R.* will not that be the only method *J. R.* can take to have the ſaid premiſes ſecured to him? And if the Lord refuſe to admit the ſiſters, what will be the beſt method to take to oblige ſuch Lord to admit them? Or what is the beſt method *J. R.* can take to keep poſſeſſion of the premiſes, or to recover his money?

*A.* Suppoſing the tenements to be copyhold, and that *E. F.* is dead, I think the beſt method will be to get a ſurrender from the ſiſters and heirs of *E. F.* But it may be difficult to compel the Lord to admit: For if the mortgage appears, it is a forfeiture of the copyhold, of which the Lord may take advantage.

*J. STANHOPE.*
*Nov.* 8th, 1754.

N. B. Copyhold lands are not aſſets in the hands of the heirs at law for the payments of debts; neither is an heir at law, as ſuch, liable to pay ſimple contract debts, though he has freehold lands by deſcent from the debtor.

*Further*

and from all quit-rents, payments, duties and ſervices, to be had, paid, made or done, for or out of the ſaid hereby demiſed premiſes, or any part thereof, to the ſaid *E. F.* Lord of the manor aforeſaid, his heirs and aſſigns. In Witneſs, &c.

*Words of Livery and Seiſin uſed on granting a Freehold Leaſe.*

I Do hereby deliver to you full and peaceable poſſeſſion and ſeiſin in this houſe, in the name of all the premiſes contained in this deed; To hold to you and your heirs and aſſigns, with the remainders over (if any) according to the form and effect, and true intent of this indenture of leaſe.

*Licence to a Tenant to let his Tenement for ſeven Years.*

BE it remembered, at a court held this ——— day, &c. licence is granted unto *A. B.* to let his meſſuage, with the appurtenances, within this manor, or any part thereof, to any fit under-tenant or under-tenants for the term of ſeven years now next coming from Lady-Day laſt paſt, if he the ſaid *A. B.* ſhall ſo long live, ſo as the houſes, hedges, ditches, and other incloſures, be from time to time well and ſufficiently repaired and amended, and the rents, works, burdens, cuſtoms and ſervices therefore due to the Lord, be well and faithfully rendered and paid; otherwiſe this licence to be void, &c.

*Surrender of a Copyhold Eſtate, held by one Life, into the Hands of the Lord of the Manor, in Conſideration of an Annuity, payable during Life, by Way of Aſſignment.*

TO all to whom theſe preſents ſhall come, *M. C.* of, &c. ſendeth greeting. Whereas the ſaid *M. C.* by virtue of a copy of court-roll of the manor of, &c. bearing date, &c. ſigned by, &c. then Lord of the ſaid manor, is and ſtands lawfully poſſeſſed of and intereſted in One Tenement, &c. being part of the manor aforeſaid, for the term of her life, according to the cuſtom of the ſaid manor, as by the ſaid copy or court-roll more at large may appear. Now theſe Preſents witneſs, That the ſaid *M. C.* for and in conſideration of the annual ſum of, &c. of lawful money, &c. ſecured to be paid her during the term of her natural life, by *W. B.* Eſquire, preſent Lord of the manor of, &c. aforeſaid, hath aſſigned, transferred and ſet over, and by theſe preſents doth aſſign, transfer and ſet over unto the ſaid *W. B.* the before-recited tenement, &c. with the appurtenances, and all the right, title, intereſt, claim and demand whatſoever, of her the ſaid *M. C.* of, in and to the ſame, by virtue of the ſaid copy of court-roll, or the cuſtom of the ſaid manor, or otherwiſe howſoever, together alſo with the ſaid copy. And to the Intent the ſaid *W. B.* may become as lawfully and abſolutely poſſeſſed of the ſaid tenement, lands and premiſes, as of other parts of the ſaid manor now in his hands, the ſaid *M. C.* doth hereby covenant and promiſe to and with the ſaid *W. B.* his heirs and aſſigns, that ſhe the ſaid *M. C.* ſhall and will at the next court-baron to be held for the ſaid manor of, &c. or at any other time or times upon the requeſt and at the coſts and charges of the ſaid *W. B.* or his heirs, ſurrender into his or their hands, or into the hands of the Steward of the ſaid manor, or otherwiſe, according to the cuſtom of the ſaid manor, to the uſe of the ſaid *W. B.* his heirs and aſſigns, the aforeſaid tenement, &c. and all the lands, meadows, paſtures, feedings and commons to the ſame belonging or appertaining; and all her right, title, claim and demand whatſoever, of, in and to the ſame.

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*Further* CASES *relative to* COPYHOLDS.

CASE.

*A.* poſſeſſed of a copyhold eſtate, marries his firſt wife's ſiſter, (which is againſt the canon law,) dies and leaves her his widow, no charge or entry being made in the Eccleſiaſtical Court againſt his marriage by any perſon.

*Q.* Is this marriage valid, ſo as to entitle the widow to her widow's eſtate in the copyhold?

*A.* I am of opinion that the widow in this caſe is entitled to her widow's eſtate in the copyhold lands of her huſband, for there having been a marriage *de facto*, though not *de jure*, and the ſame being voidable, by reaſon of the affinity of the parties, it might have been avoided, and the marriage thereby diſſolved, and the parties freed *á vincula matrimonii*, but that not being done in the life-time of the huſband, the marriage cannot now be avoided, and it becomes *legitimum matrimonium* ſo far as to entitle the widow to her dower.

*F. NORTON.*
*April* 18, 1769.

CASE.

*A. B.* being poſſeſſed of a copyhold eſtate, determinable on his own life, demiſed the ſame to *C. D.* for a term of fourteen years at the rack-rent, commencing at Michaelmas. *A. B.* died a ſhort time before Michaelmas laſt, ſeven years before the expiration of the term. Upon his death the copyhold eſtate reverted to the Lord. The tenant has been at great expence in carrying lime and other materials on the eſtate, and before *A. B.* died had ſowed twenty acres to turnips, and ſtill continues in poſſeſſion of the premiſes.

*Q.* 1ſt. Does this crop of turnips belong to the Lord, or the tenant ſaid *A. B.*? If the latter, will not the law (in caſe he ſhall give immediate poſſeſſion to the Lord) allow him a reaſonable time at the proper ſeaſon to enter and conſume the ſaid crop of turnips, or otherwiſe diſpoſe of the ſame without making any ſatisfaction to the Lord?

*A.* I am

ſame. And that ſhe the ſaid *M. C.* ſhall and will from time to time, and at all times hereafter, during the term of her life, at the reaſonable requeſt, coſts and charges in the law, of the ſaid *W. B.* his heirs or aſſigns, make and do all and every ſuch further and other lawful and reaſonable acts and things, for the further, better and more perfect aſſuring and conveying of the ſaid tenements, lands and premiſes, to the uſe of the ſaid *W. B.* his heirs and aſſigns, as by him or them, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required: And further, that at the time of ſuch ſurrender or ſurrenders, or other aſſurance or aſſurancees to be made of the ſaid tenement, lands and premiſes, the ſame ſhall be free and clear, and freely and clearly acquitted and diſcharged of and from all former ſurrender and ſurrenders, forfeitures and other incumbrances whatſoever, had, made, done, or wittingly or willingly ſuffered by her the ſaid *M. C.* or by any other perſon or perſons lawfully claiming by, from, or under her. In Witneſs, &c.

*(Wood.)*

*Surrender of a Leaſehold Eſtate by Way of Indorſement.*

Be it remembered, That I *A. B.* do ſurrender and yield up into the hands of the Honorable *T. G.* Eſquire, All the lands, with the appurtenances, in the indenture within granted, And all the eſtate, right, title, intereſt, claim and demand whatſoever, of me the ſaid *A. B.* my executors or adminiſtrators, of, in and to the ſame, by force and virtue of the ſaid indenture, or by any other means whatſoever, together with the ſame indenture to be cancelled. In Witneſs, &c.

*(Wood.)*

*Surrender of a Copyhold Eſtate out of Court.*

Manor of M. } Be it remembered, That on the —— day of, *&c.* at S. *&c.* *A. B.* came before me, and did ſurrender into the hands of the Lord of the manor aforeſaid, All that meſſuage, *&c.* within the ſaid manor, now in the poſſeſſion of him the ſaid *A. B.* which he claimed to hold for term of his life by copy of court-roll, of the ſame manor, bearing date, *&c.* and all the eſtate, right, title, intereſt, claim and demand whatſoever, as well of him the ſaid *A. B.* as of *D. G. &c.* of, in, and to the ſame, together with the copy thereof to be cancelled, to the end the Lord might do therewith his will.

*W. B.* Steward there.

This Surrender was made and taken in the preſence of us,

*F. G.* }
*H. J.* } two cuſtomary tenants.

*Surrender before Marriage of Copyhold to ſecure Part of a Daughter's Portion.*

The ſurrender by the tenant into the hands of the Lord,

Memorandum, That on the 10th day of May, in the twentieth year of the reign of our Sovereign Lord George the Third, by the Grace of God, King, *&c.* and in the year of our Lord 1780, *A. A.* of Bidford in the ſaid county of Cambridge, Eſquire, one of the cuſtomary tenants of the ſaid manor, did

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*A.* I am of opinion, that the crop of turnips belongs to *C. D.* the tenant of the copyholder for life, as emblements, and that he has a right to keep poſſeſſion of the field where the turnips are growing until they are ripe, and fit for digging or conſuming. And that he may then either dig and carry them away, or feed and conſume them upon the land according to the cuſtom and courſe of huſbandry in that part of the country, without paying any rent or ſatisfaction to the Lord for their growing.

*Q.* 2d. Whether the Lord can demand any rent of the tenant for the ſix or ſeven weeks poſſeſſion ſince the death of the ſaid *A. B.* as the tenant removed all his live ſtock in about three weeks after the ſaid *A. B.*'s death?

*A.* I think the Lord may demand rent for the ground, for the time the tenant has kept poſſeſſion beyond what was neceſſary or convenient for the removing his ſtock, except for the twenty acres ſown to turnips, for which no rent is payable.

*J. BURLAND,*
*Eſſex-Street, November* 9, 1765.

## CASE.

Eſtates tail, with or without remainders in copyhold premiſes within the manor of T. in the county of G. may be barred by common recoveries to be ſuffered in the court of the ſaid manor, according to the courſe and rules of common recoveries, ſuffered at the common law, and not otherwiſe.

*N. T.* being ſeiſed in fee-ſimple, according to the cuſtom of the ſaid manor of copyhold premiſes, ſurrendered the ſame to the uſes of his will, and by his will, dated 7th of Auguſt, 1760, duly executed, deviſed as follows,

" *Item*, I give and bequeath my cuſtomary copyhold eſtate, ſituate in the pariſh of T. in the County of G. to my " niece *E. F.* for her natural life only, and to her heirs lawfully begotten of her body, not to commit waſte thereon. " And in default of ſuch heirs, I give the ſame eſtate to her ſiſter *F. F.* for her natural life only, and to the lawful " heirs of her body, not to commit waſte thereon. And, for want of ſuch heirs, to my nephew *F. H.* and to his " executors, adminiſtrators and aſſigns for ever."

Said

DID in his own proper perſon ſurrender into the hands of the Lord of the ſaid manor, by the proper hands and acceptance of *D. A.* ſenior, Eſquire, Lord of the aforeſaid manor, All [*inſert the parcels*] To the Uſe of *E. E.* of Fynd, in the pariſh of Gore, in the ſaid county of Cambridge, Eſquire, his heirs and aſſigns for ever, according to the cuſtom of the ſaid manor, Subject to the proviſo or condition herein after contained for making void this ſurrender; (that is to ſay,) Provided always, and upon condition nevertheleſs, that in caſe the marriage intended to be ſhortly had and ſolemnized between the ſaid *E. E.* and *H. A.* daughter of the ſaid *D. A.* ſhall not take effect; Or in caſe the ſame ſhall take effect, then if the heirs, executors or adminiſtrators of the ſaid *A. A.* ſhall and do within three months next after his deceaſe well and truly pay, or cauſe to be paid unto the ſaid *E. E.* his executors, adminiſtrators or aſſigns, the ſum of two thouſand pounds of lawful money of Great Britain, (being the reſidue of the ſum of ſix thouſand pounds, the marriage portion of the ſaid *H.* and being alſo the ſame ſum of two thouſand pounds mentioned in a certain indenture quadrupartite of releaſe and ſettlement, bearing even date with theſe preſents, and made or mentioned to be made between the ſaid *E. E.* of the firſt part, and the ſaid *D. A.* and *H. A.* of the ſecond part, and the ſaid *A. A.* of the third part, and *J. A.* Eſquire, and *D. A.* junior, Eſquire, ſon and heir apparent of the ſaid *D. A.* ſenior, Eſquire, of the fourth part, and therein covenanted and agreed to be paid in ſuch manner, and at ſuch time as is herein before mentioned) then and in either of the ſame caſes this preſent ſurrender ſhall ceaſe and be void, or otherwiſe ſhall be and remain in full force and effect.

upon condition if the marriage do not take effect, or if it take effect, and a certain part of a portion be paid at a certain time,

this ſurrender to be void.

*(Horſeman.)*

*Surrender of a Copyhold Eſtate taken by the Steward out of the Manor, in the Preſence of two Cuſtomary Tenants.*

MANOR of S. } BE it remembered, That on the ——— day of, &c. at M. in the county of, &c. *T. B.* who claims to hold for term of his life, by copy of court-roll of the manor aforeſaid, bearing date, &c. (amongſt other things) One Cloſe of paſture containing eight acres of, &c. And one cloſe of, &c. with the appurtenances thereunto belonging, came before me *W. B.* Gentleman, Steward of the ſaid manor, and in the preſence of *A. W.* and *C. D.* two of the cuſtomary tenants of the ſaid manor, did ſurrender and yield up into the hands of the Lord of the manor of *A.* aforeſaid, the ſaid ſeveral cloſes of paſture and arable land, with the appurtenances, and all his eſtate, right, title, intereſt, poſſeſſion, (if more than one life) reverſion, claim and demand whatſoever, of, in and to the ſame, and of, in and to every part and parcel thereof, to the end the ſaid Lord of the ſaid manor might do therewith his will.

Taken the day and year above mentioned, before me *T. B.*
Steward there.

In the preſence of *A. W.* } Tenants.
*C. D.* }

*Note*; This is to be read to the tenants after the tenant *T. B.* hath ſurrendered, ſaying after the Steward the uſual words in the common ſurrender, and then the two cuſtomary tenants put their hands as witneſſes.

*Surrender of a Copyhold Eſtate, held by a Widowhood and one Life, out of Court, in order to take a new Eſtate in the Premiſes by Leaſe.*

TO all to whom theſe preſents ſhall come: *A. F.* widow of *J. F.* of, &c. deceaſed, and *S. P.* wife of *R. P.* of the ſame place, &c. and the ſaid *R. P.* ſend greeting. Whereas by copy of court-roll of the manor of, &c. aforeſaid, bearing date, &c. a grant was made by, &c. unto *T. F.* of, &c. aforeſaid, of a meſſuage or tenement, &c. ſituate, lying and being in, &c. and then late in the tenure of, &c. to hold for the term of the lives of the ſaid *T. F.* and *J. F.* and *S. F.* ſon and daughter of the ſaid *T. F.* and the life of the longeſt liver of them at the will of the Lord, according to the cuſtom of the ſaid manor, by and under the



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Said *N. T.* afterwards died unmarried, and without iſſue, and neither of the deviſees was his cuſtomary heir.

17th October, 1765. At a court held for the ſaid manor the ſaid *E. F.* was admitted tenant to the ſaid copyhold premiſes, to hold to her according to the ſaid ſurrender and will, and the cuſtom of the ſaid manor.

January 1770, *E. F.* died unmarried, and without iſſue, and previous to her death the ſaid *F. F.* her ſiſter, intermarried with *G. L.*

2d September, 1773, At a court held for the ſaid manor the ſaid *G. L.* and *F.* his wife, were admitted tenants in right of the ſaid *F.* to the ſaid copyhold premiſes, to hold to them according to the tenor of the ſaid ſurrender and will, and the cuſtom of the ſaid manor.

*Q.* Can the ſaid *G. L.* and *F.* his wife, by ſuffering a recovery in the court of the ſaid manor, or how otherwiſe make a good title to the ſaid copyhold premiſes?

*A.* In the caſe of *Backhouſe* verſus *Wells*, determined Hilary 12 Ann, *J. B.* deviſed to *J. B. for life only*, without impeachment of waſte, and after to his *iſſue*, and the *heirs* males of the body of ſuch iſſue; and if he die without iſſue, &c. It was reſolved, that *J. B.* took an eſtate for life. In Lord *Raymond*, 1740, it is ſaid, that if the deviſe had been to the *heirs males* inſtead of *iſſue*, that this would have been an eſtate-tail in *J. B.* therefore, and as in this caſe there are no ſuperadded words of limitation, I am of opinion, that *F. F.* took an eſtate-tail, and conſequently a fee-ſimple is acquired by the recovery; but conſidering how much doubt hath been introduced into this queſtion by the opinion of the court of King's-Bench, in the caſe of *Perrin* and *Blake*, which doubts ſtill remain unremoved, I cannot by any means adviſe a purchaſer to take this title.

*L. KENYON.*
*March 5th*, 1776. *Middle-Temple.*

Mr.

the yearly rent of, &c. and one heriot, when it ſhould happen, the beſt beaſt or goods, or in lieu thereof, the ſum of, &c. in money, at the election of the Lord of the ſaid manor; and by and under all other rents, burdens, works, ſuits, cuſtoms and ſervices therefore due, and of right accuſtomed; as by the ſaid copy of court-roll more at large may appear. **And whereas** the ſaid *T. F.* and *J. F.* are ſince deceaſed, whereby the ſaid *A. F.* is poſſeſſed of the premiſes aforeſaid for the term of her widowhood, according to the cuſtom of the ſaid manor of, &c. **And whereas** the ſaid *S. F.* is ſince married to the ſaid *R. P.* **Now theſe Preſents witneſs,** That the ſaid *A. F.* by and with the conſent, and at the direction and appointment of the ſaid *S. P.* and *R. P.* teſtified by their being made parties to, and ſigning and ſealing theſe preſents; and alſo the ſaid *S. P.* and *R. P.* for divers good cauſes and valuable conſiderations them thereunto eſpecially moving, and to the intent and purpoſe that a new eſtate of and in the ſaid premiſes may be granted to the ſaid *A. F.* they the ſaid *J. F. S. P.* and *R. P.* **Have** ſurrendered and yielded up, and by theſe preſents **Do,** and each and either of them **Doth** ſurrender and yield up unto *W. B.* the elder, Eſquire, &c. and *W. B.* the younger, Eſquire, eldeſt ſon and heir of the ſaid *W. B.* the elder, and the Lord of the ſaid manor of, &c. **As well** the ſaid recited copy of court-roll, **And all and ſingular** the meſſuage, tenement, lands and premiſes aforeſaid, with the appurtenances therein and thereby granted, **As alſo** all the eſtate, right, title, intereſt, poſſeſſion, reverſion, property, claim and demand whatſoever, of them the ſaid *A. F. S. P.* and *R. P.* and of either or any of them, of in and to the ſame, or of, in or to any part or parcel thereof. **And the ſaid** *A. F. S. F.* and *R. P.* do hereby covenant for themſelves and every of them by theſe preſents, that they the ſaid *A. F. S. P.* and *R. P.* or either or any of them, ſhall and will from time to time, and at all times hereafter during the term of their lives, at the reaſonable requeſt, coſt and charges in the law of the ſaid *W. B.* the elder, and *W. B.* the younger, or either of them, their or either of their heirs or aſſigns, make and do all and every ſuch further and other lawful and reaſonable acts and things, for the further, better and more perfect ſurrendering of the ſaid tenement, lands and premiſes to the uſe of the ſaid *W. B.* the elder, and *W. B.* the younger, their heirs and aſſigns, as by their or either of their counſel learned in the law ſhall be reaſonably deviſed, or adviſed and required. **In Witneſs,** &c.

*Releaſe of Copyhold Lands.*

**To all to whom** theſe preſents ſhall come, *R. T.* of, &c. Gentleman, nephew and heir at law of *J. T.* of, &c. deceaſed, ſendeth greeting. **Whereas** divers ſuits and controverſies have been heretofore had and moved between the ſaid *R. T.* and *T. S.* of the pariſh of, &c. for, touching and concerning divers cuſtomary copyhold lands, tenements and hereditaments late of the ſaid *J. T.* lying and being in the pariſhes of, &c. and parcel of the manors, &c. **All which** ſaid lands and premiſes were heretofore lawfully ſurrendered and conveyed according to the cuſtom of the ſeveral manors whereof the ſame are holden, by the ſaid *J. T.* unto the ſaid *T. S.* and his heirs, who hath accordingly been admitted tenant thereunto; **Now know ye,** that I the ſaid *R. T.* as well for the confirmation and ſure-making of the ſaid lands and premiſes unto the ſaid *T. S.* and his heirs, as for and in conſideration of the ſum of, &c. **Have** granted, remiſed and releaſed, and for ever quit-claimed, and by theſe preſents **Do,** for me and my heirs, clearly and abſolutely grant, &c. unto the ſaid *T. S.* he being in the full and peaceable poſſeſſion of the ſaid lands and premiſes hereafter mentioned, and to his heirs for ever, all my eſtate, right, title, intereſt, uſe, property, claim and demand whatſoever, which I now have or may, or can, or ſhould or ought to have, or which I or my heirs hereafter ſhall or may claim or have of or in **All or any** of thoſe cuſtomary lands, tenements or hereditaments, lying and being in the pariſhes of, &c. aforeſaid, now in the poſſeſſion or occupation of the ſaid *T. S.* his aſſignee or aſſigns, and holden by copy of court-roll of the manor of S. aforeſaid, (that is to ſay) **Of and in** one cloſe of land, containing, &c. (**Which** ſaid lands and premiſes were heretofore lawfully ſurrendered, conveyed or aſſigned by the ſaid *J. T.* unto the ſaid *T. S.* and his heirs) **So that** neither I the ſaid *R. T.* nor my heirs, nor any other perſon or perſons whatſoever, lawfully claiming by, from or under me, any right, title, property, intereſt, claim or demand whatſoever, of, in, or to all or any the lands and premiſes aforeſaid, or any part or parcel thereof, ſhall, may or ought to have, claim, challenge or demand in any manner; **But** of and from all right, title, intereſt, property, claim and demand whatſoever, of, in or to the ſame lands and premiſes, and every part and parcel thereof, with their and every of their appurtenances, from henceforth ſhall and will be utterly barred and for ever excluded by virtue of theſe preſents. **In Witneſs,** &c.

*Deed*

Mr. PHILLIPS's Opinion.

I am of opinion, that the deviſe to *F. F.* now the wife of *G. L.* gave her an eſtate-tail; for though an eſtate be given to her for life only, the ſubſequent deviſe to the heirs of her body operate as words of limitation, and give her an eſtate-tail; and there being no intervening eſtate to prevent both uniting in her, the eſtate for life is merged in the greater eſtate, where, by the cuſtom of the manor, a plaint in nature of a real action lies in the Lord's court, a recovery may be ſuffered to bar the eſtate-tail, and the remainder over; but if common recoveries have not been uſually ſuffered within the manor, I think a ſurrender from *G. L.* and *F.* his wife, will have the ſame effect.

*THO. PHILLIPS.*
*April 17th*, 1776.

Mr. FEARNE's Opinion.

It ſeems agreed beyond diſpute, that the conſtruction upon limitations of uſes upon ſurrenders of copyholds is to be the ſame as upon limitations of eſtates at common law; this admitted, there could, I conceive, have been no ſort of doubt in the preſent caſe, but in reſpect of the word "*only.*" But here the caſe of *Backhouſe* v. *Wells* [1 Eq. abrid. 184.] where coupled with Lord Macclesfield's obſervations upon it, ſeems to be an authority againſt our doubts, for

there

*Deed of Bargain and Sale by a Lord of a Manor to three of his Tenants of certain Copyholds, whereby he enfranchiſes them. Proviſo not to extend to any other Copyholds than thoſe ſpecified.*

THIS Indenture made the 10th day of February, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of B. in the county of C. Eſquire, of the one part, and *D. D.* of E. in the county of F. Eſquire, *G. G.* of H. in the county of K. Eſquire, and L. L. of the pariſh of M. in the county of N. Eſquire, of the other part. Whereas the ſaid *A. A.* is lawfully ſeiſed to him and his heirs in fee-ſimple of the manor of O. in the county of P. and the ſaid *D. D. G. G.* and *L. L.* are, and ſtand ſeiſed to them and their heirs according to the cuſtom of the ſaid manor, Of and in *(inter alia)* the ſeveral parcels of land, ground and hereditaments herein after granted, bargained and ſold, or mentioned ſo to be (being copyhold lands, lying and being within and parcel of the ſaid manor) as by the court-rolls of the ſaid manor it does appear. And whereas the ſaid *A. A.* for the conſideration herein after expreſſed, hath agreed with the ſaid *D. D. G. G.* and *L. L.* that the ſaid ſeveral herein after granted, bargained and ſold parcels of lands, ground and hereditaments, ſhall be enfranchiſed, and from henceforth for ever hereafter ſtand and be freed, and diſcharged of and from all and all manner of fines, heriots, rents, ſuits, ſervices and cuſtoms whatſoever, and be and continue as freehold lands. Now this Indenture witneſſeth, That in purſuance and performance of the aforeſaid agreement, and for the purpoſe and to the intent aforeſaid, and alſo for and in conſideration of the ſum of three hundred pounds of lawful money of Great Britain to him the ſaid *A. A.* at or before the ſealing and delivery of theſe preſents in hand well and truly paid by the ſaid *D. D. G. G.* and *L. L.* or ſome or one of them, (the payment and receipt whereof he the ſaid *A. A.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *D. D. G. G.* and *L. L.* their heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents,) He the ſaid *A. A.* hath granted, bargained, ſold and confirmed, And by theſe preſents Doth grant, bargain, ſell and confirm unto the ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, All thoſe ſeveral parcels of land and ground lying and being in the ſaid pariſh of O. and herein after particularly deſcribed, butted and bounded, containing together in the whole by eſtimation thirty acres, be the ſame more or leſs; that is to ſay, All thoſe two ſeveral parcels of land or ground lying and being in an incloſure commonly called Quenn-Field, each of which ſaid parcels of land or ground doth contain about one acre more or leſs; And one of the ſaid parcels of land or ground doth abutt upon an incloſure now or late, or ſometime of *R. R.* widow, on the north-weſt part, and upon half an acre of land or ground late of *S. S.* widow, and *S. S.* ſpinſter, her daughter, and *T. T.* or ſome or one of them, on the ſouth-eaſt part, and the other of the ſaid two parcels of land or ground doth abutt upon an acre of freehold land lately belonging to *V. V.* on the north-weſt part, and upon an acre of land or ground lately belonging to *W. W.* widow, on the ſouth-eaſt part. [*Here follows a further deſcription, by deriving the title of the tenants.*] And alſo all that the ſaid parcel of land or ground lately belonging to the ſaid *S. S.* widow, *S. S.* ſpinſter, and *T. T.* or ſome or one of them, alſo lying and being in Quenn-Field aforeſaid, and containing about one acre, more or leſs, and abutting upon the north-weſt part upon the firſt of the ſaid two firſt herein before mentioned parcels of land or ground, and on the ſouth-eaſt part upon an acre of land now or late, or ſometime belonging to the ſaid *R. R.* lying in Q. aforeſaid. [*Here follow more parcels.*] Of howſoever otherwiſe the ſaid lands, grounds, hereditaments and premiſes, or any of them, are, or have been called, known or diſtinguiſhed, or are abutted or bounded; And alſo all plantations and trees of what kind or nature ſoever, hedges, ditches, ways, paſſages, waters, water-courſes, commons, profits, commodities, emoluments, liberties, privileges, advantages and hereditaments whatſoever, to the ſaid lands, ground, hereditaments and premiſes, or any of them belonging, or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid hereby granted lands, grounds, hereditaments and premiſes, and of every of them, and of every part thereof, And all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, freehold inheritance, claim and demand whatſoever, both in law and equity, of him the ſaid *A. A.* in, unto, or out of the ſame lands, grounds, hereditaments and premiſes, or any of them, or any part thereof;

The parties.

Recital that the bargainor is ſeiſed in fee of a manor, and that the bargainees are ſeiſed of copyholds therein. And that 'tis agreed to enfranchiſe them.

The conſideration.

The grant, bargain, &c.

The parcels.

General words.

To

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there the limitation was to one for *life only, and after his deceaſe* to the *iſſue male* of his body, and to the *heirs male of the body of ſuch iſſue*. Here we ſee was a diſtinct and ſeparate limitation (*after the deceaſe of the anceſtor*) to the iſſue male of his body (which are often words of purchaſe when the words *heirs of the body* are not) and to the heirs male of the bodies *of ſuch iſſue*, ſtrong and expreſs words of limitation, grafted on the words *iſſue of the body*. And yet notwithſtanding all this, Lord Chief Juſtice *Parker* (afterwards Lord *Macclesfield*) obſerved, 2 *Strange* 731. 2 Lord *Raymond* 1440, that had the words *heirs male* been uſed inſtead of the words *iſſue male* the operation *of law* would have been *too ſtrong* for the intention of the teſtator. What is the inference when applied to the preſent caſe, where the ſame allowed exceptions to the rule of law do not exiſt? Why, that the ſame rule of law muſt be even *more* than *too ſtrong* for the intention of the teſtator, if ſuch a ſtrength were requiſite. But, indeed, when we conſider, that an eſtate to a man for life, and to a man for life *only*, are in fact (and ſeriouſly ſpeaking) ſynonimous, becauſe by an eſtate for life can be meant nothing *more*, nor by an eſtate for life *only* nothing *leſs*, than an eſtate for life, there ſeems to be no ſubſtantial reaſon for grounding a particular conſtruction on the word *only*, and therefore I ſhould not heſitate to ſay that *F. F.* took an eſtate tail under the deviſe in queſtion, did not the novel doctrine, *endeavoured* to be introduced by the Court of King's Bench, in the caſe of *Perrin* and *Blake*, ſeem to interfere with ſuch a concluſion; but however, I can by no means pay ſo much deference to attempted innovations of this nature as either, on the one hand to ground, or on the other to deny an opinion upon its authority, when I find that authority directly oppoſed, not only to a long train of old deciſions, but to three reſpectable and leading caſes ſo recently preceding it as the caſes of *Papillon* and *Voice*, (2 *P. W.* 471.) *Coulſon* and *Coulſon* (2 *Strange* No. 5. 2 *Atk.* 246.) and *Sayer* and *Maſterman*, before the Lords Commiſſioners in 1757, caſes equally ſtrong with that of *Perrin* and *Blake*, and all much ſtronger than the preſent: Beſides, I don't ſee why the ſubſequent reverſal by the Court of Exchequer Chamber of the judgment of the Court of King's Bench, in the caſe of *Perrin* and *Blake*, is not to be conſidered as having ſuperſeded

and

Habendum. **To have and to hold** the ſaid lands, grounds, hereditaments, and all and ſingular other the premiſes hereby granted, bargained and ſold, or meant, mentioned or intended ſo to be, with their and every of their appurtenances, unto the ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, **To the only Uſe and Behoof** of them the ſaid *D. D. G. G.* and *L. L.* and of their heirs and aſſigns for ever, freely, clearly and abſolutely enfranchiſed, acquitted and diſcharged by theſe preſents, from henceforth for ever hereafter, of and from all and all manner of yearly and other payments, rents, quit-rents, chief-rents, cuſtomary or copyhold-rents, fines, heriots, fealty, ſuit of court, and all other uſual or cuſtomary or copyhold payments, duties, ſervices or cuſtoms whatſoever, which by or according to the cuſtom of the ſaid manor of O. the ſaid parcels of land, ground, hereditaments and premiſes hereby granted, bargained and ſold, or any of them, is or are, or have or hath been, or ought otherwiſe to be ſubject or liable to, or charged with, or which otherwiſe ought to be paid, done or performed, for or in reſpect of the ſame parcels of land, ground, hereditaments and premiſes, or any of them, or any part thereof, as copyhold, holden of or as parcel of the ſaid manor.

Provided this not to extend to enfranchiſe any other copyholds of the bargainces. **Provided always**, and it is the true intent and meaning of theſe preſents, and of the parties hereunto, that theſe preſents, or any clauſe, matter or thing herein contained, ſhall not extend or be deemed, taken or conſtrued to extend to enfranchiſe or make free the remaining or any other parts of the ſeveral copyhold lands or tenements (not herein before granted) and now or late of them the ſaid *D. D. G. G.* and *L. L.* or any of them, or to acquit or diſcharge the ſaid remaining or other parts from any payments, rents, quit-rents, fines, heriots, fealty, ſuit of court, or any other payments, duties, cuſtoms or ſervices, which by or according to the cuſtom of the aforeſaid manor, the ſaid reſpective copyhold lands or tenements, or any of them, have at any time heretofore been ſubject or liable to, or charged with, or which have been or ought to have been paid, done or performed, for or in reſpect of the ſaid reſpective lands or tenements, as

nor their quit-rents to be apportioned. copyhold and parcel of the ſaid manor; **Neither** ſhall the yearly quit-rents whereby the ſaid lands or tenements are ſeverally holden, be apportioned, divided, leſſened or extinguiſhed by reaſon of theſe preſents, or of the grant and enfranchiſement hereby made, but the ſame ſhall be paid, done and performed only out of and for and in reſpect of the ſaid remaining parts of the ſaid copyhold land or tenements not hereby granted, and no part thereof out of or for or in reſpect of the ſaid hereby granted lands, grounds, hereditaments and premiſes, or any part thereof.

The grantor covenants that he is ſeiſed, &c. **And the ſaid** *A. A.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, grant and agree to and with the ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, by theſe preſents, in manner following; (that is to ſay) that he the ſaid *A. A.* at the inſtant time of the ſealing and delivery of theſe preſents is, and ſtandeth rightfully, lawfully and ſolely ſeiſed to his own uſe of a good, abſolute, indefeaſible and perfect eſtate of inheritance in fee-ſimple of and in the manor of O. aforeſaid, without any condition, proviſo, or any uſe or uſes, remainder or remainders, truſt or truſts, or other reſtraint, matter or thing whatſoever, to alter, change, charge, fruſtrate, determine, make

and has power to grant, &c. void, or incumber the ſame, in law or equity. **And alſo**, that he the ſaid *A. A.* now hath in himſelf good right, full power, and lawful and abſolute authority, to grant, bargain, ſell and enfranchiſe all and ſingular the aforeſaid ſeveral parcels of land, ground, hereditaments and premiſes hereby, or mentioned to be hereby granted, bargained and ſold, with their appurtenances, unto them the ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, to the uſe of them, their heirs and aſſigns for ever, according to the purport and intent of theſe preſents.

and for quiet enjoyment, **And further**, that they ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, ſhall and may now, and at all times for ever hereafter lawfully, peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid lands, grounds, hereditaments and premiſes hereby, or mentioned to be hereby granted, bargained, ſold and enfranchiſed, with their appurtenances, and receive and take the rents and profits thereof, and of every part thereof, to and for their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption of or by the ſaid *A. A.* his heirs or

free from incumbrances, aſſigns, or any of his anceſtors, and that free and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, of, from and againſt all, and all manner of former and other gifts, grants, bargains, ſales, alienations, eſtates, intails, uſes, wills, legacies, ſtatutes, recognizances, judgments, extents, outlawries, executions, rents, annuities, jointures, dowers, and right and title of dower, fines, ſeizures, truſts, amerciaments, iſſues, debts, and all other eſtates, intereſts, titles, demands, charges and incumbrances whatſoever, had, made, done, committed, omitted, procured, ſuffered, given or executed, or to be had, made, done, committed, omitted, procured, ſuffered, given or executed, by or againſt the ſaid *A. A.* his heirs or aſſigns, or any of his anceſtors, or any other perſon or perſons lawfully claiming or to claim, by, from or under him or them, or any of them; **And alſo** of, from and againſt all and all

and from all ſervices to the manor, manner of yearly and other payments, rents, quit-rents, chief-rents, cuſtomary or copyhold-rents, fines, heriots,

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and done away, or at leaſt ſuſpended the authority of the judgment of the Court of King's Bench in that caſe. However, what attention ſoever may be thought due to the opinion of the Court of King's Bench, in the caſe of *Perrin* and *Blake*, it does not (to me at leaſt) appear, that that caſe bears analogy to the preſent. In that caſe there were ſeveral limitations to one for life, remainder to truſtee during his life, remainder to the heirs of his body: in the preſent there is but one limitation, to *F. F.* and the heirs of her body; ſo that it ſeems to me no inconſiderable queſtion might be raiſed, whether the heirs of the body of *F. F.* would take at all, unleſs as comprized in the extent of the limitation to *F. F.* by ſuppoſing her to take an eſtate tail. I therefore cannot ſay I am of any other opinion, than that *F. F.* took an eſtate tail under the limitation in queſtion, and conſequently that ſhe may bar it, if the cuſtom of the manor allows of ſuch eſtates either by recovery, (by her and her huſband in the manor court) if ſuch is the cuſtom of the manor, if not, then by ſurrender only, by her and her huſband; and if the cuſtom of the manor knows nothing of *eſtates tail*, then I conceive the limitation anſwers to a fee conditional at common law, and, as there is *proles ſuſcitota*, may be barred by ſurrender duly made by her and her huſband. The right to fell timber was conſequent upon the eſtate tail, if the cuſtom of the manor gives ſuch power to copyholders of *inheritance*.

The ſame means by which the eſtate tail (or ſimilitudinary fee, ſimple conditional at the common law) may be barred, will at the ſame time, I conceive, bar the limitations over, and enable *F. F.* and her huſband to diſpoſe of the premiſes to a purchaſor in fee according to the cuſtom of the manor.

CHARLES FEARNE,
*July* 13*th*, 1776.

*Mr.*

heriots, fealty, ſuit of court, and other cuſtomary or copyhold duties, ſervices or cuſtoms whatſoever, which by or according to the cuſtom of the manor aforeſaid the ſaid hereby bargained and ſold premiſes, or any of them, have or hath been, or ought otherwiſe to have been ſubject or liable to, or charged with, or which otherwiſe ought to have been paid, done or performed, for or in reſpect of the ſame premiſes, or any part thereof, as copyhold holden of, and as parcel of the ſaid manor. **And moreover**, That he the ſaid *A. A.* and his heirs, and all other perſons having, or lawfully claiming, or who ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt, at law or in equity, of, in, to or out of the ſaid herein before granted, bargained and ſold premiſes, or any part thereof, from, by or under, or in truſt for him, them, or any of them, or any of his anceſtors, ſhall and will from time to time, and at all times hereafter during the ſpace of ten years next enſuing the date hereof, upon every reaſonable requeſt, and at the coſts and charges of them the ſaid *D. D. G. G.* and *L. L.* or any of them, their or any of their heirs or aſſigns, make, do and execute, or cauſe or procure to be made, done or executed, all and every ſuch further and other lawful and reaſonable acts, deeds, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute granting, conveying, enfranchiſing and aſſuring of the ſame premiſes, with their appurtenances, unto and to the uſe of them the ſaid *D. D. G. G.* and *L. L.* their heirs and aſſigns, be the ſame by fine, feoffment, bargain and ſale inrolled, common recovery, or otherwiſe howſoever, as by the ſaid *D. D. G. G.* and *L. L.* or any of them, their or any of their heirs or aſſigns, or any of their counſel learned in the law, ſhall be reaſonably adviſed or deviſed and required, **So as** ſuch further aſſurances contain in them no further or other warranty or covenants than againſt the perſon or perſons, his or their heirs, who ſhall make or do the ſame, **And ſo as** the party or parties who ſhall be requeſted to make ſuch further aſſurances be not compelled or compellable to go or travel above five miles from his or their then reſpective dwellings or places of abode. **In Witneſs**, &c.

*(Horſeman.)*

*Conditional Surrender for ſecuring Three Hundred Pounds and Intereſt.*

The 17th day of June, 1767.

HEMELHEMPSTED, *cum membris.* } **Be it remembered**, that on the day and year above-written, *T. H.* of H. in the county of H. mealman, one of the cuſtomary tenants of the manor aforeſaid, and *R.* his wife, (ſhe the ſaid *R.* being firſt ſolely and ſecretly examined by *W. G.* Gentleman, Steward of the ſaid manor, and freely conſenting thereunto) **Did** in open court ſurrender by the rod into the hands of the Lord of the ſaid manor, by the hands of his ſaid Steward, according to the cuſtom thereof, **All that** cuſtomary meſſuage or tenement, with the appurtenances, ſituate and being in H. in the county of H. commonly called or known by the name of the Stone Entry, now or late in the tenure or occupation of the ſaid *T. H.* or his aſſigns. **And alſo** all houſes, out-houſes, buildings, barns, ſtables, yards, gardens, orchards, ſhops, backſides, ways, waters, water-courſes, commons, profits, privileges and appurtenances whatſoever, to the ſaid meſſuage or tenement belonging or in any wiſe appertaining, or therewith held, uſed, occupied or enjoyed. And alſo all that piece or parcel of land lying and being in a cloſe at the upper end of the orchard belonging to the ſaid meſſuage or tenement, containing by eſtimation half an acre (more or leſs) adjoining to the freehold land of the ſaid *T. H.* lying and being in the ſaid cloſe, and now alſo in the tenure or occupation of the ſaid *T. H.* or his aſſigns, **Together** with all trees, hedges, ditches, fences, mounds, ways, paths, paſſages and appurtenances whatſoever, to the ſaid piece or parcel of land belonging or in any wiſe appertaining, **To the Uſe and Behoof** of *J. P.* of H. in the county of M. Baker, and *E.* his wife, late *E. E.* widow, their heirs and aſſigns for ever.

**Provided always and upon this Condition**, nevertheleſs, that if the ſaid *T. H.* his heirs, executors, or adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *J. P.* his executors, adminiſtrators or aſſigns, the full ſum of three hundred pounds of good and lawful money of Great Britain, with intereſt for the ſame at and after the rate of four pounds ten ſhillings in the hundred for a year on the Tueſday next after Trinity-Sunday, which ſhall be in the year of our Lord 1768, without any deduction or abatement to be made thereout, for taxes or on any other accounts whatſoever; **Then** the above-written ſurrender ſhall be void and of none effect, or elſe ſtand, remain and be in full force and virtue.

*T. H.*
*R. H.*

Taken in open court on the day and year
firſt above written by me.
*W. G.* Steward of the ſaid manor.



Mr. KENYON's *further* OPINION.

When I wrote my former opinion, I was fully apprized of the caſes referred to by the learned gentleman, whoſe opinion precedes this, and I was, and ſtill am of the ſame opinion with him and Mr. Philips upon the queſtion propoſed to us. But when a perſon who has his money in his pocket, is to keep it there, or part with it, in conſequence of my opinion, it becomes me to be cautious how I adviſe. The caſe of *Perrin* and *Blake* was decided by the judges of the King's-Bench, and though that deciſion did not give general ſatisfaction, and was oppoſed by Mr. Juſtice *Yates*, and has ſince been reverſed in the Exchequer Chamber, and is now, I believe, depending upon a Writ of Error in the Houſe of Lords, yet it is poſſible that the ſame three judges, or ſome other judges, may apply the reaſoning of that deciſion

*The Preſentment.*

The 8th of June, 1768.

We preſent this ſurrender, the condition being broken.

*T. P.* *R. W.*
*R. B.* *S. G.*
*J. N.* *H. S.*

*Surrender of a Meſſuage, and Three Acres at* B. *in the County of* S.

MANOR of B. in the County of S. } THE ſpecial Court Baron of the Dean and Chapter of the Cathedral Church of St. Paul, London, there holden on Tueſday the 29th day of November in the thirty-firſt year of the reign of our Sovereign Lord George II. by the grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, *&c.* and in the year of our Lord, 1757, before *S. C.* Eſquire, Steward there.

At this Court it is preſented by the homage that *E. B.* wife of *W. B.* a cuſtomary tenant of this manor, who held to her and her heirs by copy of court-roll, according to the cuſtom of the ſaid manor, (among other premiſes) All thoſe five acres of copyhold land, with the appurtenances which lie incloſed in the pariſh of B. aforeſaid, in a field called Windmill-Field: And alſo all that meſſuage or tenement, and three acres of land called Gibbon's Cloſe, now in the poſſeſſion and occupation of *S. T.* to which premiſes (amongſt others) the ſaid *E.* was admitted tenant at a court holden for the ſaid manor, on the 30th day of June, 1740, before this court, and died ſeiſed thereof; And that the ſaid *E.* had duly ſurrendered All her copyhold eſtate to the uſe of her will. Now at this Court, came the ſaid *W. B.* huſband of the ſaid *E.* and produced a probate of the will of the ſaid *E. B.* bearing date the 10th day of October, in the year 1757, whereby ſhe gave and bequeathed amongſt other things, in manner following, *viz.* "I give and bequeath to my loving huſband *W. B.* All and ſingular my real and perſonal eſtate "of what nature or kind ſoever it be, or whereſoever ſituate, lying and being, to him for the term of his "natural life. *Item*, I give and bequeath to my ſaid loving huſband *W. B.* All thoſe tenements and malt-"houſe, with the appurtenances, being freehold, ſituate upon the wharf, near the Thames, in the pariſh of B. "aforeſaid. And alſo all thoſe five acres of copyhold, with the appurtenances, which lie incloſed in the "pariſh of B. aforeſaid, in a field called Windmill-Field, to him and his heirs for ever." And by a codicil annexed to the ſaid will, bearing date the 14th day of the ſaid October, 1757, amongſt other things are contained the words following, *(viz.)* "And I hereby will, declare and appoint, That if my ſaid huſ-"band ſhall think fit to take the meſſuage, and three acres of land called Gibbon's Cloſe, now in poſſeſ-"ſion or occupation of *S. T.* and *A. P.* or one of them, in lieu or ſtead of the five acres, by my within "written will, deviſed to my ſaid huſband, Then I give the ſaid meſſuage and land to him and his heirs "for ever." And the ſaid *W. B.* being preſent here in court, made his election touching the aforeſaid premiſes, and elected to hold the ſaid five acres of land for the term of his natural life only; And to hold the ſaid meſſuage and three acres of land called Gibbon's Cloſe, to him, his heirs and aſſigns for ever. Whereupon he the ſaid *W. B.* humbly prayed of the Lords of the ſaid manor, to be admitted to the ſaid meſſuage and three acres of land, called Gibbon's Cloſe, with the appurtenances: To whom the Lords, by their Steward aforeſaid, granted ſeiſin thereof by the rod, To have and to hold the ſaid meſſuage, and three acres of land, called Gibbon's Cloſe, with their and every of their appurtenances unto the ſaid *W. B.* his heirs and aſſigns for ever, To be holden of the Lords by copy of court-roll at the will of the Lords, according to the cuſtom of the ſaid manor, by fealty, ſuit of court, the yearly rent of ——— and other the cuſtoms and ſervices therefore firſt due and of right accuſtomed, And he is thereupon admitted tenant, fealty reſpited, and gave to the Lord for a fine, as appears, *&c.*

Afterwards at this court came the ſaid *W. B.* and in open court ſurrendered by the rod into the hands of the Lords of the ſaid manor, by the hands and acceptance of their Steward aforeſaid, according to the cuſtom of the ſaid manor, All that the ſaid meſſuage and three acres of land, called Gibbon's Cloſe, with the appurtenances, To the Uſe and Behoof of *J. T.* of the Inner Temple, London, Gentleman, his heirs and aſſigns for ever: To which ſaid *J. T.* being preſent here in court, the Lords of the ſaid manor by their aforeſaid Steward, granted ſeiſin thereof by the rod: To have and to hold the premiſes aforeſaid, with the appurtenances, unto the ſaid *J. T.* his heirs and aſſigns for ever. To be holden of the Lords by copy of court-roll at the will of the Lords, according to the cuſtom of the ſaid manor, by fealty, ſuit of court, the yearly rent of ——— pounds, and other the cuſtoms and ſervices therefore firſt due and of right accuſtomed, and he is thereupon admitted tenant, fealty reſpited, and gave to the lords for a fine, as appears, *&c.*

*S. C.* Steward.

*Declaration*

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ciſion to the words of the deviſee in this will, and ſay, that Mrs. *L.* took an eſtate for life only; and if ſo, ſhe could not make a good title to a purchaſer. I meant only to point out to the purchaſer *the poſſibility* of ſuch a deciſion: Having done that, I have done my duty, and the purchaſer muſt judge for himſelf. —— A *willing* purchaſer would take the title, — a *ſcrupulous* one would keep his money, and not purchaſe *a poſſible* law-ſuit.

*L. KENYON,*
*September* 16, 1776. *Lincoln's-Inn.*

*Declaration of Truſt.*

—— To all to whom theſe preſents ſhall come, The within named *J. T.* ſendeth greeting. Whereas the ſum of four hundred and forty pounds, the conſideration money paid to the within named *W. B.* for the purchaſe of the ſaid meſſuage and land within mentioned: And alſo the fine paid to the Lords of the manor of B. within mentioned, on the admiſſion of the ſaid *J. T.* to the ſaid meſſuage and land, were the proper monies of *W. W.* of the Middle Temple, London, Eſquire, and the ſaid *J. T.* by the direction and to the ſatisfaction of the ſaid *W. W.* was admitted to the ſaid meſſuage and land. In Truſt for the ſaid *W. W.* his heirs and aſſigns, which the ſaid *J. T.* doth hereby declare and acknowledge. Now know ye, and the ſaid *J. T.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *W. W.* his heirs and aſſigns by theſe preſents, that he the ſaid *J. T.* and his heirs, ſhall and will from time to time, and at any time or times hereafter, on the reaſonable requeſt, and at the proper coſts and charges of the ſaid *W. W.* his heirs or aſſigns, ſurrender into the hands of the Lords of the ſaid manor of B. for the time being the copyhold meſſuage and land within mentioned, all or any part or parts thereof, To the Uſe of ſuch perſon or perſons, and for ſuch eſtate and eſtates as the ſaid *W. W.* by any deed or writing, or by his laſt will and teſtament in writing ſhall direct, order or appoint, and in the mean time, And until ſuch direction, order or appointment ſhall be made, or in default thereof, that he the ſaid *J. T.* and his heirs, ſhall and will ſtand ſeiſed and poſſeſſed of the ſame meſſuage and land, In Truſt and for the only uſe, benefit, and advantage of the ſaid *W. W.* his heirs and aſſigns. In Witneſs whereof the ſaid *J. T.* hath hereunto ſet his hand and ſeal the 29th day of November in the year of our Lord, 1757.

*J. T.* (L. S.)

Sealed and delivered (being firſt duly ſtamped)
in the preſence of *R. T.*

# C O V E N A N T S.

*The Beginning of a Covenant of one Perſon to one Perſon.*

AND the ſaid *A. B.* for himſelf, his heirs, executors, and adminiſtrators, (*or*, for himſelf, his executors and adminiſtrators, *without the word* heirs, *as the caſe requires*,) and for every of them, doth covenant, promiſe and agree, to and with the ſaid *C. D.* his heirs, executors and adminiſtrators, (*or* his heirs and aſſigns, *or* his executors, adminiſtrators and aſſigns, *as the caſe requires*) by theſe preſents in manner and form following (that is to ſay) That, &c.

*From ſeveral Perſons to one.*

AND the ſaid *M. C. W. M. S. M.* and *A. M.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not jointly, nor the one for the other or others of them, nor for the heirs, executors, adminiſtrators, acts or deeds of the other or others of them, Do, and each and every of them Doth hereby covenant, promiſe and grant, to and with the ſaid *P. C.* her heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) That, &c.

*From a Huſband for Himſelf and Wife.*

AND the ſaid *A. B.* for himſelf, and for the ſaid *H.* his wife, and for his and her heirs, executors and adminiſtrators, doth covenant, promiſe and grant, &c.

*Covenant that no Act is done to incumber the Premiſes.*

Done no act.

AND the ſaid *A. J.* for herſelf, her heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, (*Thus you ſay in an aſſignment, but in a releaſe in fee,* &c. *ſay,* heirs and aſſigns) by theſe preſents, in manner and form following, (that is to ſay,) That ſhe the ſaid *A. J.* hath not at any time heretofore (*If in an aſſignment by an executor ſay,* That the ſaid —— deceaſed, in his life-time, did not, nor hath he the ſaid —— ſince his death, other than by theſe preſents) had, made, done, committed, or wittingly or willingly ſuffered any act, deed, matter or thing whatſoever, whereby or by means or occaſion whereof the herein before aſſigned meſſuages, or tenements and premiſes, (*Or in a releaſe in fee, ſay,* The hereditaments and premiſes herein before mentioned, or intended to be hereby releaſed: *Or in a deed of partition, ſay,* The manor, *&c.* herein before allotted, limited and appointed for the part and ſhare of the ſaid —— in the ſaid hereby granted and releaſed premiſes) or any part thereof, are, is, ſhall or may be in any wiſe impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever.

*Or if Deed,* &c. *be recited, it may be proper to ſay,*

—— By means whereof, the ſaid ſeveral recited indentures, *&c.* or either of them, or the ſaid meſſuage, *&c.* and all and ſingular other the premiſes herein before recited, or any part, *&c.* or their or any of their rights, members and appurtenances thereby granted, bargained, *&c.* are, *&c.*

*In an Aſſignment of Rents or yearly Sums.*

—— Hath not at any time heretofore aſſigned, incumbered, or by any ways or means whatſoever, diſcharged the ſaid yearly rents or ſums of —— or any or either of them, or any part, *&c.* ſo due, reſerved, and payable to the ſaid *T. E.* as aforeſaid.

*In a Deed of Enfranchiſement of Copyhold Premiſes.*

—— That he the ſaid *J. L.* hath not granted, ſold or conveyed the ſaid meſſuage, *&c.* or any of them, or any part or parcel thereof, to any perſon or perſons, otherwiſe than as copyhold; or at any time granted, ſold, conveyed or aſſigned the ſame premiſes, or any of them, or any part or parcel thereof, or any of them, or the reverſion, freehold or inheritance of the ſame premiſes, or any of them, or of any part or parcel thereof, unto any other perſon or perſons whomſoever.

*In a Releaſe of an Advowſon.*

Right owner, and lawfully ſeiſed.

—— That he the ſaid *J. F.* hath not at any time heretofore made any prior or other grant of the ſaid advowſon, donation, free diſpoſition, right of patronage and premiſes, or granted any turn or preſentation thereunto, or done any act, matter or thing that ſhall or may incumber the premiſes hereby granted, in title, charge, eſtate, or otherwiſe howſoever.

*That the Releaſor is the right Owner, and will ſtand ſeiſed till a good Eſtate in Fee-Simple is inveſted in the Releaſee.*

—— That he the ſaid *W. K.* for and notwithſtanding any act, matter or thing, by him done or committed to the contrary thereof, at the time of the ſealing and delivery of theſe preſents, is the ſole, rightful, and lawful owner of the ſaid —— and premiſes, and doth ſtand ſeiſed thereof, and of every part and parcel thereof, in his demeſne as of fee, and ſo will continue to do, until a good and ſufficient eſtate in fee-ſimple of and in the ſaid premiſes ſhall be lawfully and fully veſted and ſettled in and upon the ſaid *J. K.* his heirs and aſſigns, according to the true intent and meaning of theſe preſents.

*That a Leaſe is good, and ſhall continue ſo during a Perſon's Life,* &c.

—— The ſaid herein before recited indenture of demiſe or leaſe, is a good and ſufficient leaſe, valid in the law, and ſhall from time to time continue ſo to be for and during the ſaid term of ſixty years, or ſo much thereof as ſhe the ſaid *B. F.* ſhall happen to live, and is not, nor ſhall be forfeited, ſurrendered or made void or voidable.

*That*

*That two Leaſes aſſigned are in Force, and not void or voidable.*

AND that (for and notwithſtanding any act, deed, matter or thing whatſoever had, made, done, committed or ſuffered by her the ſaid *A. J.* to the contrary) the ſaid herein before recited and aſſigned two indentures of leaſe, at the time of the executing theſe preſents, are good, valid and effectual leaſes in the law, and that the ſame, and each of them, now are and ſtand in full force and virtue for all the reſidue of the ſaid ſeveral terms of —— thereby reſpectively granted; and that the ſaid leaſes or either of them, are not forfeited, ſurrendered or otherwiſe become void or voidable.

*That the Party is ſeiſed, &c.*

AND the ſaid *J. G.* for himſelf, his heirs, *&c.* doth covenant, *&c.* to and with the ſaid *E. G.* and *T. M.* their heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) That for and notwithſtanding any act, matter or thing whatſoever by him the ſaid *J. G. (or any of his anceſtors)* or thus, *(or by the aforeſaid* B. *the late father, or* C. *the late uncle of the ſaid* A. *or either of them, or any other perſon or perſons lawfully claiming or to claim by, from, under or in truſt, or any of them)* had, made, done, committed or ſuffered to the contrary, *(other than and except as herein after is excepted)* he the ſaid *J. G.* at (and immediately before) the time of the ſealing and delivery of theſe preſents is lawfully and rightfully ſeiſed of a good, ſure, perfect and indefeaſible eſtate of inheritance in fee-ſimple, of and in the ſaid meſſuages or tenements and premiſes hereby releaſed, or meant, mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, without any manner of remainder or remainders over, condition, power of revocation, truſt, limitation, or any uſe or uſes, eſtate or eſtates, or any other reſtraint, act, matter or thing whatſoever, to alter, change, charge, incumber, defeat, evict, determine or make void the ſame eſtate in any wiſe howſoever, *(except as herein after is excepted.)*

*That Grantor, Bargainor or Releaſor, has good Right or Power to convey.*

—— That they the ſaid *E. J.* and *J. D.* or one of them, now *(at the time of ſealing and delivery of theſe preſents)* have, or hath in him, her or themſelves, good right, *&c.* to grant, bargain, ſell, releaſe and confirm all and ſingular the ſaid herein before granted and releaſed meſſuage or tenements, lands, hereditaments and premiſes, and all and ſingular other the premiſes herein before mentioned, or intended to be hereby granted, *&c.* and every part and parcel thereof, with their and every of their appurtenances, unto and to the uſe of the ſaid *T. B.* his heir and aſſigns for ever, (in manner as aforeſaid, and according to the true meaning of theſe preſents.)

*That the Aſſignor has Power to aſſign.*

AND alſo that (for and notwithſtanding any ſuch act, deed, matter or thing committed, done or ſuffered as aforeſaid,) *(except, &c.)* ſhe the ſaid *A. J.* at the time of the ſealing and delivery of theſe preſents, hath in herſelf good right, full power, and lawful and abſolute authority to grant, bargain, ſell, aſſign and ſet over the ſaid two meſſuages or tenements, and all and ſingular other the herein before aſſigned premiſes, with their and every of their appurtenances, unto the ſaid *J. S.* her executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue of the ſaid ſeveral and reſpective terms of ——— years, in manner and form and ſubject as aforeſaid, according to the true intent and meaning of theſe preſents.

*That a Lord of a Manor is lawfully ſeiſed of Copyhold Premiſes, ſubject to the Eſtate of the Copyholder.*

AND the ſaid *T. P.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, *&c.* to and with the ſaid *C. R.* his heirs and aſſigns, that he the ſaid *T. P.* at the time of the ſealing and delivery of theſe preſents, is lawfully, rightfully and abſolutely ſeiſed of the freehold and inheritance of the ſaid copyhold premiſes in fee-ſimple, ſubject to ſuch eſtate and intereſt as the ſaid *C. R.* had therein as a copyholder, by virtue of the cuſtom of the ſaid manor.

*For peaceable Enjoyment of the Premiſes in an Aſſignment of a Leaſe.*

AND further, That it ſhall and may be lawful to and for the ſaid *J. S.* her executors, adminiſtrators and aſſigns, from henceforth, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the herein before aſſigned meſſuages, or tenements and premiſes, with their and every of their appurtenances, and the rents, iſſues and profits thereof, from the —— day of —— laſt paſt, to have, receive and take to and for her and their own uſe and benefit, (ſubject nevertheleſs in manner as aforeſaid) for and during all the reſt and reſidue of the ſaid ſeveral terms of —— years and —— years, by the ſaid two recited indentures of leaſe granted, which are therein now to come and unexpired, without any let, ſuit, trouble, denial, moleſtation, eviction, interruption, diſturbance, recovery, claim and demand whatſoever,

ſoever, of or by the ſaid *A. J.* her executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons whomſoever, lawfully or equitably claiming or to claim by, from, under or in truſt for her or them, or any of them, or any of the anceſtors of the ſaid *A. J.* (Except, &c.)

*In a Releaſe of Lands.*

——— Lawful to and for the ſaid *T. B.* his heirs and aſſigns, *(or*, that the ſaid *T. B.* his heirs and aſſigns, ſhall or lawfully may) from time to time, and at all times hereafter, *(from henceforth)* for ever peaceably, *&c.* the ſaid ſeveral *(meſſuages or tenements, lands or hereditaments)* and all and ſingular other the premiſes hereby granted and releaſed, or mentioned or intended ſo to be, *(or*, herein before mentioned, or intended to be hereby granted, releaſed and confirmed) with their and every of their appurtenances, and every part and parcel thereof, and (to) receive, take and enjoy all and ſingular the rents, iſſues and profits thereof, from ——— to and for his and their own uſe and benefit, without any lawful let, *&c.* of or by him the ſaid *J. D.* his heirs or aſſigns, or of or from any other perſon, *&c.*

*In a Marriage Settlement.*

——— *J. S.* and *C. P. (the truſtees)* ſhall and may from time to time, *&c.* have, hold and enjoy, as well the ſaid hereby releaſed and aſſigned freehold and leaſehold meſſuages, lands, tenements, hereditaments and premiſes, as alſo the ſaid annuities and other the premiſes ſo veſted in them as aforeſaid; Upon the ſeveral uſes and truſts, and ſubject to the ſeveral proviſoes and agreements herein and hereby mentioned, limited, expreſſed and declared of and concerning the ſame, without any let, diſturbance or interruption of the ſaid *J. E. (the intended huſband)* or any perſon or perſons claiming or to claim by, from or under him the ſaid *J. E.* his executors, adminiſtrators or aſſigns, or by his or their act, means, conſent, default, privity or procurement.

*That a Leſſee ſhall peaceably enjoy.*

AND the ſaid *J. A.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *D. B.* his executors, adminiſtrators and aſſigns, in manner following, (that is to ſay) that he the ſaid *D. B.* his executors, adminiſtrators or aſſigns, paying the ſaid yearly rent hereby reſerved, and well and truly doing, obſerving, performing, fulfilling and keeping, all and every the covenants, articles and agreements herein contained, which in his and their part and behalfs are and ought to be paid, performed and kept, according to the true intent and meaning of theſe preſents, ſhall or lawfully may peaceably and quietly have, hold, uſe, occupy and enjoy all and ſingular the premiſes, with the appurtenances hereby demiſed, or mentioned or intended ſo to be, during all the ſaid term hereby granted, without any let, ſuit, trouble, denial, eviction, expulſion or interruption, for or by the ſaid *J. A.* his executors, adminiſtrators or aſſigns, or any of them, or any perſon or perſons lawfully claiming or to claim by, from or under him, them, or any of them, or by or through his, their or any of their acts, means, right, title, intereſt, default, conſent or procurement.

*In a Deed of Enfranchiſement from a Lord to his Copyholder.*

AND that (notwithſtanding any act, matter or thing whatſoever done, committed, or wittingly or willingly ſuffered by him the ſaid *J. L.* to the contrary, and notwithſtanding any uſage or cuſtom whatſoever of or within the ſaid manor of *E.*) he the ſaid *C. W.* his heirs and aſſigns, and every of them, ſhall or lawfully may, *&c.* peaceably and quietly hold and enjoy all, *&c.* as his and their own freehold eſtate, and ſo acquitted and exonerated of and from all and every ſuch payments, rents, duties and ſervices as aforeſaid, without any let, ſuit, trouble, *&c.* of, from or by him the ſaid *J. L.* his heirs or aſſigns, or any of them, or of any other perſon having, *&c.* eſtate, *&c.* under him, them, or any of them.

*Another.*

AND further, that the ſaid *C. R.* his heirs and aſſigns, ſhall and may from time, *&c.* for ever hereafter peaceably and quietly enter into, have, hold and enjoy the ſaid premiſes hereby enfranchiſed, and receive the rents and profits thereof to his and their own uſe, without any let, *&c.*

*Covenant that all further Aſſurances ſhall enure to the Purchaſer.*

AND it is covenanted, declared and agreed by and between all the ſaid parties to theſe preſents, for themſelves, their heirs and aſſigns, that all and every ſuch further and other aſſurance and aſſurances which ſhall or may at any time or times hereafter be made, levied, ſuffered or executed by or between the ſaid parties to theſe preſents, or any of them, of the ſaid manor, *&c.* hereditaments, and all or any other the premiſes herein before mentioned, or intended to be hereby granted, releaſed and confirmed, or any part or parcel thereof, ſhall be and enure, and are intended and ſhall be conſtrued and taken, and are hereby declared by all the ſaid parties to theſe preſents, to be and enure To and for the proper Uſe and Behoof of the ſaid *D.* and *E.* and of their heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever.

*Another*

*Another by Co-Heirs.*

—— That all fine and fines, feoffment and feoffments, recovery and recoveries, conveyance and conveyances, aſſurances, acts, deeds and things whatſoever, hereafter to be had, made, &c. by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them ſhall be party or parties of the ſaid ſeveral meſſuages, &c. or any part or parcel thereof, ſhall be and enure, &c.

*(Wood.)*

*Covenant to be inſerted in a Leaſe, where there is an Exception of Fire.*

AND laſtly, it is agreed by and between the ſaid parties to theſe preſents, that the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall not by virtue of theſe preſents, or any article, clauſe or agreement herein contained, be chargeable or charged with, or anſwerable for any accidents of fire, which ſhall happen, during the continuance of this demiſe; And that ſuch accidents of fire are wholly excepted out of the before mentioned covenant, for keeping and leaving the premiſes in repair; And the ſaid *A. B.* his executors, adminiſtrators and aſſigns, is not, by colour of any clauſe in theſe preſents contained, to anſwer or make good any ſuch accidents, or any damage occaſioned thereby; But that the ſame are to be borne by the ſaid *T. P.* his heirs or aſſigns; Any Thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

*(Pigott.)*

*Covenant for further Aſſurance.*

AND laſtly that ſhe the ſaid *A. J.* and her heirs (her executors and adminiſtrators) and all and every other perſon and perſons whomſoever lawfully or equitably claiming or to claim, (or who ſhall or may have or lawfully or equitably claim,) any eſtate, right, title, (term of years) or intereſt of, in or to the ſaid herein before granted and releaſed hereditaments and premiſes, (or of, in, or to the ſaid premiſes before mentioned or intended to be bargained, ſold, releaſed and to be ſurrendered as aforeſaid,) aſſigned meſſuages or tenements and other the premiſes) or any part or parcel thereof, by, from, under or in truſt for her or them; (and in releaſes, or by, from or under any of the anceſtors of the ſaid *A.*) (ſave and except the ſaid *A. P.* her executors, adminiſtrators and aſſigns, for and in reſpect only of the ſaid principal ſum of ——— and all intereſt-monies ſo ſecured to her and them as aforeſaid, until the ſame ſhall be fully paid and ſatisfied, or ſave and except ſuch perſon or perſons claiming or to claim by virtue or under the ſaid leaſe ſo made to the ſaid ——— as aforeſaid,) ſhall and will at any time or times hereafter, (or from time to time and at all times hereafter, within the ſpace of ——— years now next enſuing the date of theſe preſents) (during the now reſidue of the ſaid ſeveral terms of years) upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *J. S.* her heirs or aſſigns, (executors, adminiſtrators and aſſigns) make, do, (acknowledge, ſuffer, levy) and execute, or cauſe or procure to be made, &c. all and every ſuch further and other lawful and reaſonable act and acts, thing and things, (deviſes, conveyances, aſſignments) and aſſurances in the law whatſoever (be the ſame by fine or otherwiſe,) for the further, better and more perfect, abſolute and ſatisfactory veſting, ſettling, granting, conveying, (aſſigning) aſſuring, (ſurrendering) and confirming all and ſingular the ſaid hereby granted and releaſed hereditaments and premiſes, (the ſaid meſſuages or tenements, and all and ſingular other the herein before aſſigned premiſes) with their and every of their appurtenances, and every part and parcel thereof, unto (and for the uſe of) the ſaid *J. S.* her heirs and aſſigns for ever, (her executors, adminiſtrators and aſſigns, for and during all the reſidue of the ſaid ſeveral terms of ——— years and ——— years, which ſhall be therein reſpectively then to come and unexpired) (ſubject nevertheleſs in manner as aforeſaid) be the ſame by fine, recovery, or otherwiſe howſoever, (or be it by fine or fines, recovery or recoveries, deed or deeds inrolled, or otherwiſe, or by all or any of the ſaid ways or means, or by any ways or means whatſoever,) as by the ſaid *J. S.* her heirs or aſſigns, (her executors, adminiſtrators or aſſigns,) or her or their counſel learned in the law, ſhall in that behalf be reaſonably adviſed or required, ſo as no perſon or perſons for doing thereof be obliged or compelled to go above —— miles (or to travel further than the Cities of London or Weſtminſter, or one of them,) from his, her or their then place of abode or habitation, and ſo as ſuch further aſſurance or aſſurances contain no other or further covenants or warranty than againſt the party making requeſt to execute the ſame, and his heirs, executors and adminiſtrators only, and all perſons lawfully claiming, or which ſhall lawfully claim, by, from or under him, them or any of them.

Further aſſurance.

*In a Marriage Settlement.*

——That the ſaid *J. E.* (the intended huſband) his heirs, executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter upon, &c. of the ſaid *J. S.* and *C. P.* (the truſtees) their executors, &c. make, &c. in the law whatſoever, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better conveying, aſſigning, aſſuring and confirming of all and ſingular the herein before mentioned and intended to be hereby releaſed and aſſigned freehold and leaſehold premiſes, as likewiſe of the ſaid annuities, ſtocks, and other the premiſes reſpectively, unto them the ſaid *J. S.* and *C. P.* their heirs, executors and aſſigns reſpectively; (*Nevertheleſs* to the ſeveral uſes, upon the ſeveral truſts, intents and purpoſes, and ſubject to the ſeveral proviſoes, conditions and agreement herein and hereby reſpectively mentioned, expreſſed and declared of and concerning the ſame,) as by their or any of their counſel learned in the law ſhall in that behalf be reaſonably adviſed or required.

*In*

*In Releaſe of an Annuity.*

——That ſhe the ſaid *A. J.* and all and every other perſon and perſons whomſoever, lawfully claiming or to claim, by, from or under her, the ſaid hereby releaſed annuity, or any part thereof, ſhall and will at any time hereafter during the life of her the ſaid *A. J.* upon the reaſonable, *&c.* of the ſaid *J. S.* her executors or adminiſtrators, make, *&c.* for the further, better and more effectual releaſing and ſurrendering the ſaid annuity or yearly ſum of —— unto the ſaid *J. S.* her executors and adminiſtrators, as by, *&c.*

*In a Deed of Partition.*

——The ſaid manor, *&c.* herein before elected, allotted and limited to the ſaid *P. C.* as and for her part and ſhare of and in the ſaid hereby granted and releaſed manor, *&c.* or any part or parcel thereof, by, from or under the ſaid *M. C. W. M. S. M.* and *A.* his wife, and *S. M.* any or either of them, their, any or either of their heirs or aſſigns, or in truſt for them, or any or either of them, ſhall, *&c.* for the better aſſuring, conveying, ſurrendering and confirming of the ſaid manor, *&c.* herein before elected, allotted and limited in uſe to the ſaid *P. C.* as and for her part and ſhare of and in the ſaid hereby granted and releaſed manor, *&c.* or any part or parcel thereof, with their and every of their appurtenances, **Unto and to the Uſe** of the ſaid *P. C.* her heirs and aſſigns, be the ſame, *&c.*

*Covenant to levy a Fine.*

AND for the further, better and more perfect conveying and aſſuring of all and ſingular the herein before mentioned and intended to be hereby granted and releaſed manor, *&c.* with their and every of their reſpective appurtenances, to and for the ſeveral and reſpective uſes herein before mentioned and limited of and concerning the ſame; **It is hereby** covenanted, agreed and declared by and between all the parties to theſe preſents, **And** the ſaid *M. C.* for herſelf and her heirs, and the ſaid *W. M.* for himſelf and his heirs, and the ſaid *S. M.* for himſelf, and for the ſaid *A.* his wife, and their reſpective heirs, and the ſaid *S. M.* (party thereto) for herſelf and her heirs, and the ſaid *P. C.* for herſelf and her heirs **Do**, and each of them **Doth** ſeverally and reſpectively, and not jointly, covenant, promiſe and agree to and with the ſaid *C. S.* and *W. P.* that they ſhall and will, at the coſts and charges in the law of the ſaid *C. S.* and *W. P.* ſometime before the end of —— term (now) next enſuing (the date hereof) acknowledge and levy in due form of law in his Majeſty's Court of Common Pleas at Weſtminſter, before his Majeſty's Juſtices of the ſame court, unto the ſaid *C. S.* and *W. P.* and their heirs, or to the heirs of one of them, one or more fine or fines **Sur Conuſance de Droit come ceo**, &c. with proclamation to be thereupon had and made, (according to the ſtatute in that behalf made and provided, and according to the uſual courſe of or for fines, with proclamations for aſſurance of meſſuages, lands, tenements and hereditaments in the ſaid court, at this time uſed and accuſtomed, of all and ſingular the herein before mentioned and intended to be hereby granted and releaſed (and confirmed) manor, *&c.* with their and every of their reſpective appurtenances, by ſuch apt and fit name and names, number of meſſuages, acres, quantities and qualities of land, deſcriptions and particulars, and other certainties, and in ſuch manner and form, as ſhall be adviſed and thought fit for that purpoſe, (*or* as by the ſaid ——— their heirs and aſſigns, or either or any of their counſel learned in the law, ſhall be reaſonably deviſed, adviſed and required.)

*(Wood.)*

*Covenant to ſuffer a Common Recovery after a Fine levied.*

AND further, that after the acknowledging and levying the ſaid fine to the ſaid *R. E.* and *T. B.* by the ſaid *T. B.* and *M.* his wife, and *N. B.* and *B.* his wife, before the end of the ſaid ——— term next enſuing the date hereof, a good and perfect common recovery, in the nature of a common recovery for aſſurance of lands, ſhall at the proper coſts and charges in the law of the ſaid *R. E.* be had, executed and perfected againſt the ſaid *R. E.* of and for all and ſingular the ſaid meſſuages, *&c.* whereof the ſaid fine ſhall be levied as aforeſaid, in the proceeding for which recovery the ſaid *T. B.* ſhall come in and appear as vouchee, and for that purpoſe a writ of **Entry ſur Diſſeiſin en le poſt** ſhall be brought in the name of the ſaid *J. D.* plaintiff or demandant againſt the ſaid *R. E.* and *T. E.* as tenants of and for all and ſingular the ſaid meſſuages, *&c.* with their and every of their appurtenances, by ſuch names, quantities, qualities, contents and numbers of meſſuages and acres as ſhall be apt and convenient, to which writ the ſaid *R. E.* and *T. E.* ſhall appear *gratis* in their proper perſons, and ſhall vouch to warrant the premiſes to the ſaid *T. B.* (party to theſe preſents) who ſhall vouch the common vouchee, and ſuch further proceedings ſhall be had thereupon, that a good and perfect common recovery ſhall and may be had, proſecuted and executed in and upon the ſaid writ of entry, in all things according to the uſual order and form of common recoveries, with aſſurance of lands in ſuch caſes uſed.

*(Wood.)*

*To levy a Fine* ſur Conceſſerunt, *or* ſur Grant and Releaſe, *in a Releaſe of a Rent-Charge.*

——— One or more fine or fines *ſur conceſſerunt*, or *ſur grant and releaſe*, of the ſaid rent of one hundred pounds *per annum*, which ſaid fine, ſo to be levied as aforeſaid, ſhall be and enure, and is hereby declared to be and enure, for the more effectual extinguiſhing the ſaid annual rent of one hundred pounds, and for exonerating and intirely diſcharging the ſaid manors, &c. herein before mentioned to be purchaſed as aforeſaid, from the payment thereof, or any part thereof, and to no other uſe, intent or purpoſe whatſoever.

*That a Fine levied ſhall enure to ſuch and ſuch Uſes.*

AND it is hereby further covenanted, agreed and declared by and between all the parties to theſe preſents, and the true intent and meaning of them and of theſe preſents, is, that as well all and ſingular the ſaid fine and fines ſo as aforeſaid, or in any other manner or ſort to be had, acknowledged, levied or executed; and alſo all and every other fine and fines, *(conveyances and aſſurances in the law whatſoever,)* already *(heretofore)* had, made, acknowledged, levied, *(ſuffered)* and executed, or hereafter to be had, made, acknowledged, levied, *(ſuffered)* and executed of the ſaid hereby granted and releaſed manor, &c. hereditaments and premiſes, or of any part or parcel thereof, (except, &c.) by or between the ſaid parties to theſe preſents, or any of them, ſhall be and enure, and ſhall be adjudged, conſtrued, (expounded,) deemed and taken to be and enure, and ſo are and were meant and intended, and are hereby agreed and declared to have been, and to be and enure, *(or ſay,)* and by the ſaid parties hereto, it is agreed and declared, and that the ſame ſhall be and enure to and for the uſes, intents and purpoſes herein before and after mentioned, limited and expreſſed of and concerning the ſame reſpectively; that is to ſay, As to, for and concerning the ſaid manor, &c. To the only Uſe and Behoof of the ſaid *P. C.* and her heirs and aſſigns for ever; And as to, for and concerning all and ſingular, &c. To, &c. and to and for and upon no other uſe, truſt, intent or purpoſe whatſoever; Which ſaid fine or fines ſo as aforeſaid, &c. *(as above)* To and for the only proper Uſe and Behoof of the ſaid *D.* and *E.* and of their heirs and aſſigns for ever, And to and for no other uſe, intent or purpoſe whatſoever.

*Covenant that a Recovery may be ſuffered.*

——— It is covenanted, declared and agreed by and between all the ſaid parties to theſe preſents, that on or before the end of ——— term next enſuing the date of theſe preſents, it ſhall and may be lawful to and for the ſaid *W. E.* at the coſts and charges of the ſaid *R. S.* or his heirs, to ſue forth and proſecute one or more writ or writs of entry ſur Diſſeiſin en le poſt, againſt the ſaid *S. R.* and *S. S.* or the ſurvivor of them, or his heirs, returnable before the juſtices of the Court of Common Pleas at Weſtminſter, Of the manor, &c. and all and ſingular other the premiſes, with the appurtenances, by the name of The Manor of, &c. nine meſſnages, &c. with the appurtenances in, &c. or by ſuch other names, quantities of acres and deſcriptions as ſhall be thought fit, thereby demanding the ſaid manor, by ſuch names as aforeſaid, or ſuch other names, quantities of acres and deſcriptions as ſhall be thought fit, unto which writ or writs the ſaid *S. R.* and *S. S.* or the ſurvivor of them, or his heirs, ſhall appear and vouch to warranty the ſaid *J. A.* who ſhall thereupon appear *gratis*, and enter into the warranty, and vouch over to warranty the common vouchee, who ſhall thereupon appear and imparle, and after imparlance ſhall make default, and ſuch other proceedings ſhall be thereupon had, ſo that one or more good and perfect common recovery or recoveries may be had by the demandant in the ſaid writ or writs, againſt the tenant or tenants, in the ſame writ or writs, with the judgment for the tenant or tenants to recover over in value againſt the ſaid *J. A.* and for the ſaid *J. A.* to recover over againſt the common vouchee, according to the form and courſe of common recoveries with double vouchers.

*Deed of Covenants from an Heir at Law, and his younger Brother the Deviſee of a Manor and Advowſon, to a Purchaſer under a private Act, to procure another Act to rectify an Omiſſion in the former; and to procure an Exchange of Part of the Lands,* &c. *concluding with an Obligation,* &c.

THIS Indenture, made the 22d day of Auguſt, in the nineteenth year, &c. and in the year of our Lord, 1779, Between *A. A.* Eſquire, eldeſt ſon and heir of Sir *B. B.* Knight, deceaſed, late one of the Aldermen of the city of L. and *B. A.* of, &c. Eſquire, ſecond ſon of the ſaid Sir *B. B.* of the one part, and *C. C.* of, &c. Eſquire, of the other part. Whereas the ſaid Sir *B. A.* being in his life time, and at the time of his deceaſe, ſeiſed to him and his heirs in fee-ſimple Of and in the manor of D. with the appurtenances, in the county of D. And of and in the capital meſſuage there, then in his own poſſeſſion; And of and in the perpetual advowſon and right of patronage and preſentation of, in and to the rectory and pariſh church of D. in the ſame county, and of and in divers meſſuages, lands, tenements and hereditaments in D. aforeſaid, and elſewhere in the ſaid county of D. did in and by his laſt will and teſtament in writing by him duly made and executed, bearing date the 6th day of June 1770, (among other things) give, deviſe and bequeath unto his ſon the ſaid *B. A.* party hereunto, for his natural life, without impeachment of waſte other than as is therein mentioned among other lands, the ſaid manor and capital meſſuage, And all other his lands, tenements and hereditaments in the pariſh of D. or elſewhere in the ſaid county of D. the remainder to the firſt and every other the ſon and ſons of the body of the ſaid *B. A.* the ſon ſucceſſively in tail male, with divers remainders over, with the laſt remainder in fee to the ſaid Sir *B. A.*'s right heirs, with ſuch liberty and power for the ſaid *B. A.* party hereunto, to make a jointure or jointures, or ſettlements out of

The will of the father of the covenantors recited.

Deviſe to B. A. for life, remainder to his ſons ſucceſſively in tail male, &c. Power in B. A. to make a jointure.

of the premiſes, on ſuch wife with whom he ſhould marry, as in the ſame will in that behalf mentioned and contained, As by the ſaid in part recited will, relation being thereunto had, may more at large appear.

That B. A. made a jointure of the premiſes to his preſent wife,

**And whereas** the ſaid *B. A.* party hereunto, upon his marriage with *E.* his now wife, ſole daughter of *F. F.* of, *&c.* Eſquire, in purſuance of the power to him given in and by the ſaid recited will, and alſo in purſuance of his marriage articles dated the 17th day of October, 1772, **Did** limit and appoint the ſaid manor and premiſes to the ſaid *E.* his wife, for her life for her jointure, as by indenture tripartite bearing date the 18th day of October, 1772, between him the ſaid *B. A.* party hereunto, of the firſt part, the ſaid *F. F.* Eſquire, and the ſaid *E.* wife of the ſaid *B. A.* by her then name of *E. F.* of the ſecond part, and *G. F.* and *H. H.* Eſquires, therein named, of the third part; and by deed poll under the hand and ſeal of the ſame *B. A.* bearing date the 20th day of the ſame October, relation being thereunto reſpectively had, may (among other things) more at large appear.

that an act paſſed to veſt the premiſes in truſtees to be ſold for purpoſes in that act,

**And whereas** in and by a certain act of parliament made and paſſed in the laſt ſeſſion of this preſent parliament (entitled an act, *&c.*) recited among other things to the effect as is herein before recited, it was *(inter alia)* enacted, that from and after the 25th day of March, which ſhould be in the year of our Lord 1778, and now laſt paſt, the ſaid manor of D. and the ſaid capital meſſuage and lands in D. aforeſaid, and elſewhere in the county of D. deviſed and ſettled as aforeſaid, with their and every of their appurtenances, ſhall be, and the ſame were thereby actually veſted in and ſettled upon the ſaid *F. F.* and *J. J.* of, *&c.* Eſquire, their heirs and aſſigns, **To the Uſe** of them, their heirs and aſſigns, freed and diſcharged of and from all uſes, truſts, eſtates, limitations, proviſoes and powers in the ſaid will, indenture, deed poll and articles, or any of them expreſſed or declared, upon truſt, that they the ſaid *F. F.* and *J. J.* ſhould ſell and diſpoſe of the ſame, for the uſes and purpoſes in the ſaid in part recited act in that behalf expreſſed and directed, as by the ſaid act, relation being thereunto had, may (among other things) more at large appear.

that the truſtees contracted with the covenantee for the ſale, and conveyed accordingly.

**And whereas** the ſaid *F. F.* and *J. J.* in purſuance of the truſt in them repoſed by the ſaid act of parliament, and with the conſent and approbation of the ſaid *A. A.* and *B. A.* party hereunto, have contracted with the ſaid *C. C.* for the ſale to him of the ſaid manor and advowſon, capital meſſuage, lands, hereditaments and premiſes, deviſed and ſettled as aforeſaid (together with other things) for the ſum or price of fourteen thouſand pounds of lawful money of Great Britain, and by indentures of leaſe and releaſe, and bargain and ſale intended to be inrolled in Chancery, bearing date reſpectively the 19th and 20th days of this inſtant month of Auguſt, the ſaid manor, advowſon, hereditaments and premiſes ſo contracted for as aforeſaid, are and were (in conſideration of the ſum of fourteen thouſand pounds in the ſame indentures of releaſe and bargain and ſale mentioned to be paid to the ſaid *F. F.* and *J. J.* by the ſaid *C. C.* for the purpoſes in the ſaid recited act expreſſed) granted and conveyed, or mentioned to be granted and conveyed unto, and to the uſe of the ſaid *C. C.* his heirs and aſſigns.

That it was intended by the parties that the advowſon ſhoud paſs, and it was included in the contract, and in the conveyance,

**And whereas** it was the intent and meaning of the ſaid recited act of parliament, and of the ſaid *B. A.* party hereunto, and of all other perſons on whoſe behalf, and at whoſe requeſt the ſame act was obtained and procured, that the ſaid advowſon of D. with the appurtenances, ſhould have been by the ſaid act veſted and ſettled in and upon the ſaid *F. F.* and *J. J.* their heirs and aſſigns, to enable them to ſell, grant and convey away the ſame, together with the ſaid manor, hereditaments, and other the premiſes ſo deviſed and ſettled as aforeſaid; and the ſame advowſon was accordingly included and comprized in the ſaid recited contract for ſale of the aforeſaid premiſes to the ſaid *C. C.* and likewiſe in purſuance of ſuch contract was, or was mentioned to be conveyed and aſſured (together with the ſaid other purchaſed premiſes) unto, and to the uſe of the ſaid *C. C.* his heirs and aſſigns, in and by the ſaid indentures of leaſe and releaſe, and bargain and ſale as aforeſaid.

but that there is a defect in wording of the act.

**But** by reaſon of ſome defect and omiſſion in the wording of the ſaid act of parliament, it is apprehended that the ſaid advowſon with the appurtenances was not thereby ſufficiently and effectually veſted and ſettled in and upon the ſaid *F. F.* and *J. J.* their heirs and aſſigns, ſo as to enable them legally and effectually to ſell and convey the ſame unto, and to the uſe of the ſaid *C. C.* his heirs and aſſigns as aforeſaid.

That B. A. had agreed with covenantee to procure another act for veſting the advowſon.

**And whereas** the ſaid *B. A.* party hereunto, did undertake and agree with the ſaid *C. C.* upon his ſaid purchaſe and contract, that he the ſaid *B. A.* party hereunto, his heirs, executors or adminiſtrators, ſhould and would at his and their own proper coſts and charges, ſo ſoon as conveniently might be, procure an act of parliament for the veſting, ſettling and aſſuring the ſaid advowſon of D. with the appurtenances, in and upon him the ſaid *C. C.* his heirs and aſſigns to the uſe of him his heirs and aſſigns for ever, freed and abſolutely diſcharged of and from all the uſes, truſts, eſtates, powers, proviſoes and limitations, in and by the ſaid recited will of the ſaid Sir *B. A.* or the ſaid articles, indenture and deed poll made upon the marriage of the ſaid *B. A.* with the ſaid *E.* his now wife, every or any of them, limited, expreſſed or declared of and concerning the ſame advowſon.

B. A. covenants to procure, &c. another act.

**Now this Indenture witneſſeth**, That in conſideration of the premiſes, and in purſuance of the ſaid recited agreement, the ſaid *B. A.* party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *B. A.* party hereunto, his heirs, executors or adminiſtrators, ſhall and will at his and their own proper coſts and charges within the ſpace of one year next enſuing the date hereof, obtain and procure, or do his and their utmoſt endeavours to obtain and procure an act of parliament for the veſting, ſettling and aſſuring the ſaid advowſon and patronage of the ſaid rectory or pariſh church of D. with the appurtenances, in and upon him the ſaid *C. C.* his heirs and aſſigns, to the uſe of him, his heirs and aſſigns for ever, freed and abſolutely diſcharged of and from all the uſes, truſts, eſtates, powers, proviſoes and limitations, in and by the ſaid recited will of the ſaid Sir *B. A.* or the ſaid laſt mentioned articles, indenture and deed poll, every or any of them, limited, expreſſed or declared of and concerning the ſame.

B. A. and A. A. covenant that the covenantee ſhall in the mean time enjoy and preſent.

**And the ſaid** *B. A.* party hereunto, and *A. A.* do, and each of them doth for themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs and aſſigns, by theſe preſents, that in the mean time, and until ſuch act of parliament ſhall be obtained for the purpoſe aforeſaid, he the ſaid *C. C.* his heirs and aſſigns, ſhall and may peaceably and quietly have, hold and enjoy the ſaid advowſon of D. with the appurtenances, and from time to time, when and ſo often as the ſaid church ſhall become void, preſent to the ſame, without the let, ſuit, trouble, denial, eviction, diſturbance or interruption of, or by them the ſaid *B. A.* party hereunto, and *A. A.* or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim any eſtate, right, title, truſt or intereſt, either at law or in equity, of, in, to or out of the ſame advowſon, from, by or under, or in truſt for them, or either or any of them, or from, by or under the ſaid Sir *B. A.* deceaſed.

Recital of a compoſition-

**And whereas** for many years laſt paſt the owners and proprietors of the ſaid capital meſſuage, hereditaments and premiſes in D. aforeſaid, or of ſome part thereof, have conſtantly paid, and do yet

yet pay to the parſon or incumbent for the time being of the ſaid pariſh church the yearly ſum of thirty ſhillings, which was and is ſo paid for and in lieu of the rent of one acre of glebe land belonging to the ſaid rectory of D. lying and being in a certain cloſe or field heretofore called Wheat-Cloſe, and now or late called Clover-Field, being part and parcel of the premiſes ſo ſold and conveyed to the ſaid *C. C.* his heirs and aſſigns as aforeſaid, which ſaid acre is ſuppoſed to have been heretofore given or deviſed to, or for the benefit of the then parſon or incumbent of the ſaid rectory and his ſucceſſors; But how to aſcertain or diſtinguiſh the ſaid acre particularly, or in what part of the ſaid field or cloſe the ſame lies cannot at preſent, upon the moſt diligent ſearch and enquiry, be found out, or made to appear. And whereas, the ſaid *B. A.* party hereunto, did undertake and agree with the ſaid *C. C.* upon his ſaid purchaſe and contract, that he the ſaid *B. A.* party hereunto, his heirs, executors or adminiſtrators, ſhould and would at his and their own proper coſts and charges, as ſoon as conveniently might be, by act of parliament, or ſuch other good and effectual ways and means as the counſel of the ſaid *C. C.* his heirs or aſſigns, ſhould adviſe, cauſe and procure, or do his and their utmoſt endeavour to cauſe and procure, (with the conſent of all parties concerned) an exchange to be made of the ſaid acre of glebe land ſuppoſed to have been given or deviſed as aforeſaid, for and in lieu of one acre and an half of land or ground to be for that purpoſe allotted, ſet apart, and aſcertained by metes and bounds for and out of certain grounds called Y. (parcel of the ſaid purchaſed premiſes, in or near which ſome other glebe land belonging to the ſaid rector now lies) or forth and out of ſuch other part of the ſaid purchaſed premiſes as ſhould for that purpoſe be agreed upon, ſo and in ſuch manner as that the ſaid acre and an half of ground might be veſted and ſettled in and upon the ſaid parſon or incumbent, and his ſucceſſors for ever, in lieu, recompence, and full ſatisfaction and exchange of and for the ſaid acre of glebe land ſuppoſed to have been given or deviſed as aforeſaid, and of and for the ſaid yearly rent of thirty ſhillings, paid or payable for the ſame, and that the ſaid acre of glebe land might be veſted and ſettled in and upon the ſaid *C. C.* his heirs and aſſigns for ever, to his and their uſe, diſcharged of the ſaid rent. Now this Indenture further witneſſeth, That in purſuance of the ſaid laſt recited agreement the ſaid *B. A.* party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *B. A.* party hereunto, his heirs, executors or adminiſtrators, ſhall and will at his and their own proper coſts and charges within the ſpace of one year next enſuing the date hereof, by act of parliament, or ſuch other good and effectual ways or means as the counſel of the ſaid *C. C.* his heirs or aſſigns, ſhall adviſe, cauſe and procure, or do his utmoſt endeavour to cauſe and procure (with the concurrence of all parties concerned) an exchange to be made of the ſaid acre of glebe land ſuppoſed to have been given or deviſed as aforeſaid, for and in lieu of one acre and an half of land or ground to be for that purpoſe allotted, ſet apart and aſcertained by metes and bounds forth and out of the ſaid grounds called Y. or forth and out of ſuch other part of the ſaid purchaſed premiſes as ſhall for that purpoſe be agreed upon, ſo and in ſuch manner as that the ſaid acre and an half of ground may be veſted and ſettled in and upon the ſaid parſon or incumbent and his ſucceſſors for ever, in lieu, recompence and full ſatisfaction and exchange of and for the ſaid acre of glebe land, ſuppoſed to have been given or deviſed as aforeſaid, and of and for the ſaid yearly rent of thirty ſhillings, paid or payable for the ſame, and that the ſaid laſt mentioned acre may be veſted and ſettled in and upon the ſaid *C. C.* his heirs and aſſigns for ever, to his and their uſe, diſcharged of the ſaid rent. And for the true and full performance of the ſeveral and reſpective covenants and agreements herein before contained on the reſpective parts and behalfs of the ſaid *B. A.* party hereunto, and *A. A.* they the ſaid *B. A.* party hereunto, and *A. A.* do hereby jointly and ſeverally bind and oblige themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, unto the ſaid *C. C.* his heirs, executors, adminiſtrators and aſſigns, in the penal ſum of two thouſand pounds of lawful money of Great Britain. In Witneſs, &c.

rent payable to that parſon for an acre unknown, but in a certain field.

and that B. A. had agreed to procure an exchange for an acre and an half to be ſet out to the parſon.

B. A. covenants to procure, &c. ſuch exchange.

Obligation of covenantors jointly and ſeverally.

*(Horſeman.)*

*Covenant to be added at the End of a Mortgage of a Leaſe for Lives.*

And laſtly, it is hereby declared and agreed to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that if the ſaid *H. H.* ſhall at any time after the death of any of the perſons named as lives in the ſaid leaſe, and requeſt to him made by the ſaid *H. W. B. U.* and *E. G.* their heirs or aſſigns, refuſe or neglect to renew and take a new leaſe for three lives from the perſons, who for the time being ſhall have power to grant the ſame, and to pay the fine and other charges and expences incident, and uſually paid on the renewing the ſame, that then and in ſuch caſe it ſhall and may be lawful, to and for the ſaid *H. W. B. U.* and *E. G.* their heirs and aſſigns, to ſurrender the preſent leaſe and renew the ſame, and take a new one in their own names, or the name or names of any other perſon or perſons, and to diſburſe and lay out ſuch fine, charges and expences, as ſhall be payable and occaſioned, as aforeſaid; And in ſuch new leaſe, the leaſehold premiſes aforeſaid ſhall remain and be ſecurity to the ſaid *H. W. B. U.* and *E. G.* their heirs, executors, adminiſtrators and aſſigns, as well for the payment of all ſum and ſums of money, as ſhall be diſburſed or laid out by them, or any of them, as aforeſaid, together with lawful intereſt for the ſame, as for the payment of the ſaid principal ſum of five hundred pounds, and intereſt for the ſame, after the rate aforeſaid; And ſhall not be redeemed or redeemable, until all ſuch ſum and ſums money, and the intereſt thereof ſhall be fully paid and ſatisfied to the ſaid *H. W. B. U.* and *E. G.* their heirs, executors, adminiſtrators or aſſigns; any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. In Witneſs, &c.

*(Pigot.)*

Covenant

*Covenant from a Purchaſer to a Vendor, that he will produce the original Grant of the Premiſes, together with other Lands, to juſtify the Title of the Purchaſer of other Lands (at his Requeſt;) and ſave harmleſs the ſaid Vendor from the like Covenant of his Anceſtor.*

To produce writings.

TO all to whom, &c. *K.* of —— ſends greeting. Whereas *J. D.* of —— did purchaſe of *G. M.* three cloſes called, *&c.* and by indenture *Tripartite*, dated, *&c.* and made between the ſaid *G. M.* and *A.* his wife, and *J. P.* of the firſt part, the ſaid *J. D.* of the ſecond part, and *L. S.* of the third part, The ſaid *J. D.* did for himſelf, his heirs and aſſigns, covenant with the ſaid *L. S.* to produce and ſhew forth, for the manifeſtation of his the ſaid *L. S.*'s title to certain lands in —— a certain indenture, dated the —— made between *G. P.* of the one part, and the ſaid *G. M.* of the other part, the ſaid indenture being a grant to the ſaid *G. M.* as well of the ſaid cloſes ſold by him to the ſaid *J. D.* as of the lands in —— ſold to the ſaid *L. S.* And whereas the ſaid *J. D.* is dead, and *J. D.* of —— ſon and heir of the ſaid *J. D.* of —— hath ſold the ſaid three cloſes called —— to the ſaid *C. K.* and his heirs, and hath delivered to the ſaid *C. K.* the ſaid indenture dated ——: Now know ye, that the ſaid *C. K.* for himſelf, his heirs and aſſigns, doth covenant, promiſe and agree to and with the ſaid *J. D.* the ſon, his heirs and aſſigns, that he the ſaid *C. K.* his heirs and aſſigns, ſhall and will, on reaſonable requeſt of the ſaid *L. S.* his heirs and aſſigns, produce and ſhew forth the ſaid indenture, dated —— at any trial or trials, or elſewhere, for the juſtification of the title of the ſaid *L. S.* his heirs and aſſigns, and alſo ſave harmleſs and indemnified the ſaid *J. D.* the ſon, his heirs, executors and adminiſtrators, of and from all actions, coſts and damages that ſhall be ſuſtained by him or them, by his the ſaid *C. K.*'s not producing the ſame, according to the covenant of the ſaid *J. D.* the father. In Witneſs, &c.

*Another Covenant from a Purchaſer to a Vendor, to produce Writings to manifeſt the Title of other Lands not ſold.*

AND the ſaid *R. C.* for himſelf, *&c.* doth covenant, grant and agree, to and with the ſaid *C. R.* his heirs and aſſigns, and to and with every of them by theſe preſents, that if the ſaid *C. R.* his heirs or aſſigns, ſhall at any time or times hereafter have occaſion to plead, ſhew forth, or give in evidence any letters patent, deeds, evidences or writings, (whereof the ſaid *R. C.* hath covenanted to deliver copies as aforeſaid) of him the ſaid *R. C.* touching or concerning the premiſes, or any part or parcel thereof, for the maintenance and defence of the title of the ſaid *C. R.* of, in and to the premiſes, or any part thereof, or for any other juſt or reaſonable occaſion in any wiſe touching or concerning the premiſes, or any part thereof; that then and ſo often the ſaid *R. C.* his heirs and aſſigns, upon requeſt in that behalf to be made by the ſaid *C. R.* his heirs and aſſigns, and at the coſts and charges of the ſaid *R. C.* his heirs and aſſigns, ſhall and will produce and ſhew forth, or cauſe to be produced and ſhewed forth all and ſingular the ſaid letters patent, deeds, evidences and writings, or ſo many of them as ſhall be thought neceſſary by the ſaid *C. R.* his heirs or aſſigns, in any court or courts of record, or elſewhere, for the maintenance and defence of the title of the ſaid *C. R.* of, in and to the ſaid bargained premiſes, or any part or parcel thereof, or for any other juſt and reaſonable cauſe as aforeſaid, and ſhall and will permit and ſuffer the ſame to remain ſo long as the ſaid *C. R.* his heirs or aſſigns, ſhall uſe or have occaſion for the ſame.

*Another by Deed Poll from a Purchaſer to the Vendor, to produce Writings mentioned in a Schedule annexed, to juſtify a Title.*

TO all, &c. *W.* of, *&c.* ſends greeting. Whereas *G. &c.* by indentures of leaſe and releaſe, bearing date, *&c.* for the conſideration therein mentioned, did grant, *&c.* unto the ſaid *W.* his, *&c.* for ever, ſeveral meſſuages, *&c.* ſituate, *&c.* in the ſaid indenture particularly mentioned, and all deeds and writings belonging to the ſaid premiſes, as thereby, relation, *&c.* and thereupon the ſaid *G.* hath delivered to the ſaid *W.* to his own uſe, the ſeveral deeds and writings concerning the ſaid premiſes mentioned in the ſchedule hereunto annexed: Now theſe Preſents witneſs, That the ſaid *W.* doth hereby for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *G.* his, *&c.* that he the ſaid *W.* his heirs and aſſigns, from time to time, and at all times hereafter, upon the requeſts, and at the coſts and charges of the ſaid *G.* his, *&c.* or of ſuch perſon or perſons, to whom all or any of the other meſſuages, *&c.* mentioned in the ſaid deeds, or any of them do or ſhall belong, ſhall and will produce and ſhew, or cauſe to be produced and ſhewed in any court or courts of record, or other place or places within the cities of L. and W. all or any of the ſaid deeds, evidences and writings which concern any other meſſuages, *&c.* therein mentioned, jointly with the ſaid premiſes ſo ſold by the ſaid *G.* as aforeſaid, to remain and juſtify the right and title of ſuch perſon or perſons, to ſuch other the meſſuages, *&c.* therein mentioned, which are not ſold to the ſaid *W.* as aforeſaid, or ſhall and will, at ſuch his or their requeſt and charges, grant true and fair copies of all or any of the ſaid deeds and writings as ſhall be required, (caſualties and inevitable accidents excepted.) In Witneſs, &c.

*Deed of Covenant to levy Fines of a Manor, Advowſon, and a Variety of other Parcels, by the Remainder Man in Tail, in order to bar the Entail.*

The parties.

THIS Indenture, made the 1ſt day of February, in the twentieth year, *&c.* and in the year of our Lord 1780, Between *A. A.* of the Inner Temple, London, Eſquire, only ſon and heir of *A. A.* late of London, Eſquire, deceaſed, by *B.* his late wife, and now his widow and relict, of the one part, and

and *C. C.* of Dunt in the county of Eſſex, Eſquire, of the other part. **Whereas** the ſaid *A. A.* party hereunto now is and ſtands ſeiſed of the reverſion, or remainder and inheritance of the manor, advowſon, meſſuages, lands, tenements and hereditaments herein after mentioned, with the appurtenances (expectant on the death of the ſaid *B. A.* and ſubject to her eſtate for life therein) to him and the heirs of his body, with the reverſion or remainder thereof in fee to him and his heirs. **Now this Indenture witneſſeth**, That for barring, deſtroying and extinguiſhing all eſtates-tail, and all reverſions or remainders thereupon expectant or depending of and in the ſaid manor, advowſon, meſſuages, lands, tenements and hereditaments, and for conveying and aſſuring the ſame to the uſe of the ſaid *A. A.* party hereto, and his heirs, ſubject and in manner herein after mentioned, and for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to the ſaid *A. A.* party hereunto, in hand paid by the ſaid *C. C.* at or before the enſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, **he** the ſaid *A. A.* party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* and his heirs, that he the ſaid *A. A.* party hereto ſhall and will at his own proper coſts and charges, as of this preſent Hilary term, or before the end of Eaſter term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, one or more fine or fines *ſur conuzance de droit come ceo*, &c. **Whereupon** proclamations ſhall and may be had and made according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes accuſtomed, unto the ſaid *C. C.* and his heirs, **Of all that** the manor or lordſhip of Fidham, or by what other name or names ſoever the ſame is or hath been called or known, **With all and ſingular** the rights, members and appurtenances thereof whatſoever in the county Glouceſter, **And of all** meſſuages, cottages, houſes, lands, tenements, meadows, feedings, paſtures, grounds, farms, heaths, furze, moors, marſhes, waſtes, woods, underwoods, rents, reverſions, ſervices, courts, perquiſites and profits of courts, reliefs, eſcheats, fines, heriots, amerciaments, liberties, privileges, *franchiſes*, juriſdictions, **And all** other profits, commodities, emoluments and hereditaments whatſoever, to the ſaid manor or Lordſhip belonging, or in any wiſe appertaining or occupied, demiſed, uſed or leaſed to or with the ſame, or any part or parcel thereof, or accepted, reputed, deemed or taken as part, parcel or member, or belonging of or to the ſame, or any of them, or any part or parcel thereof; and of the advowſon, donation, free diſpoſition and right of patronage of the church of Fidham aforeſaid, with the appurtenances; **And of all that** capital meſſuage or manſion-houſe and farm, called or known by the name of Fidham-Hall, with the appurtenances in Fidham aforeſaid, heretofore in the tenure or occupation of *H. H.* or his aſſigns; **And of all thoſe** three barns, and the ſtables, out-houſes, edifices and buildings, and forty pieces or parcels of land, arable, meadow and paſture, in or near Fidham aforeſaid, or elſewhere in the ſaid county of Glouceſter, containing by eſtimation one hundred and twenty acres, be the ſame more or leſs, to the ſaid capital meſſuages and farm belonging, or therewith now, late, or heretofore uſed or enjoyed, which ſaid capital meſſuage and premiſes laſt mentioned were late or ſometime in the tenure or occupation of *J. J.* at the yearly rent of eighty pounds, **And of all that** meſſuage or tenement and farm, with the appurtenances, **And all thoſe** three barns and one ſtable, and of all out-houſes, edifices and buildings, **And of all thoſe** ſeveral pieces and parcels of arable land, meadow and paſture ground in or near Fidham aforeſaid, or elſewhere in the ſaid county of Glouceſter, containing by eſtimation one hundred and eighty acres, be the ſame more or leſs, to the ſaid laſt mentioned meſſuage or tenement and farm belonging, or now, late, or heretofore therewith uſed and enjoyed, which ſaid meſſuage, farm and premiſes laſt mentioned were late or ſometime in the tenure or occupation of *K. K.* at the yearly rent of ſixty pounds, **And of all that** meſſuage or tenement and farm, with the appurtenances, in or near Fidham aforeſaid; **And of all that** great barn and ſtable, **And all** out-houſes, edifices and buildings, **And of all thoſe** twenty pieces or parcels of arable land, meadow and paſture ground, containing by eſtimation one hundred acres, be the ſame more or leſs, and of all thoſe ten pieces of land or ground, containing by eſtimation one hundred and eighty acres, be the ſame more or leſs, **And of all that** heath or ſheep-walk and land not incloſed, containing by eſtimation two hundred acres, be the ſame more or leſs, to the ſaid laſt mentioned meſſuage or tenement and farm belonging, and now, late, or heretofore therewith uſed or enjoyed; **Which** ſaid meſſuage, farm and premiſes laſt mentioned, are ſituate, lying and being in or near Fidham aforeſaid, or elſewhere in the ſaid county of Glouceſter, and were late or ſometime in the tenure or occupation of *L. L.* at the yearly rent of fifty pounds, **And of all that** meſſuage or tenement and farm, with the appurtenances, in or near Fidham aforeſaid; **And all thoſe** two barns, ſtables, out-houſes, edifices and buildings, and of all thoſe fifteen pieces or parcels of arable land, meadow and paſture ground, containing by eſtimation forty-five acres, be the ſame more or leſs, to the ſaid laſt mentioned meſſuage or tenement and farm belonging, or now, late, or heretofore therewith uſed or enjoyed; **Which** ſaid meſſuage, farm and premiſes laſt mentioned, alſo are ſituate, lying and being in Fidham aforeſaid, or elſewhere in the ſaid county of Glouceſter, and were late or ſometime in the tenure or occupation of *M. M.* at the yearly rent of twenty pounds, and of all that cottage or tenement, with the appurtenances, in Fidham aforeſaid, **And of all that** one piece or parcel of land thereunto belonging, or therewith now or late uſed or enjoyed, containing by eſtimation one acre; **Which** ſaid cottages and premiſes laſt mentioned were late or ſometime in the tenure or occupation of *N. N.* at the yearly rent of fifty ſhillings. **And alſo** of all houſes, edifices, buildings, yards, gardens, orchards, cloſes, lands, tenements, meadows, feedings, paſtures, fences, moors, marſhes, ways, waters, eaſements, commons, ſheep-walks, profits, commodities, emoluments, rents, reverſions, ſervices, hereditaments and appurtenances whatſoever, to the ſaid manor or lordſhip, meſſuages, farms, cottages, lands, hereditaments and premiſes, every or any part thereof, belonging, or in any wiſe appertaining, or to or with the ſame, or any part thereof, now or at any time heretofore demiſed, leaſed, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed or taken, as part, parcel or member thereof, or of any part thereof; **And of all and ſingular** other the manors, advowſons, meſſuages, lands, tenements and hereditaments whatſoever, ſituate, lying and being, coming, growing, renewing or happening in Fidham, Otty and Danto, every or any of them, in the ſaid county of Glouceſter, or in any other town or place, towns or places, near or bordering upon the ſame towns or places, or any of them, which in and by certain indentures of leaſe and releaſe, and ſettlement bearing date reſpectively the 2d and 3d days of September, 1761, the releaſe and ſettlement being made, or mentioned to be made, between *R. R.* Gentleman, and the ſaid *B. A.* his daughter, by her then name of *B. R.* and *S. S.* Gentleman, of the one part, *A. A.* the elder, Eſquire, and the ſaid *A. A.* deceaſed, by the name of *A. A.* the younger, one of the ſons of the ſaid *A. A.* the elder, *T. T. V. V.* Sail-maker, *W. W.* the younger, *X. X.* and *Z. Z.* Merchant, of the other part, **Were granted** and conveyed, or mentioned or intended to be granted and

A recital that the covenantor is ſeiſed of a reverſion, &c. intail, &c. of a manor, &c. The intent, to bar the entail.

The covenant to levy fines.

The parcels a manor. General words.

An advowſon, &c.

and other parcels.

General words.

Deſcription by a former conveyance.

General words. and conveyed unto the ſaid *A. A.* deceaſed, and his heirs, To the Uſes, intents and purpoſes therein mentioned and expreſſed, of and concerning the ſame, (All which premiſes are now in jointure to the ſaid *B. A.* for her life, by virtue of, or under the ſaid indentures) And of the reverſion and reverſions, remainder and remainders of the ſaid premiſes, and of every part and parcel thereof; By ſuch apt and convenient names, quantities, qualities, numbers of acres, and other deſcriptions to aſcertain the ſame as ſhall be thought meet. Which ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times levied or to be levied and acknowledged, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid manors or lordſhips, advowſon, meſſuages, lands, tenements, hereditaments and premiſes, or any part thereof, by or between the ſaid parties to theſe preſents, or either of them, or whereunto they or either of them are or ſhall be parties or privies, Shall be and enure, and ſhall be judged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid parties to theſe preſents, to be and enure (ſubject to the ſaid jointure and eſtate for life of the ſaid *B. A.* therein) Unto, and for the only proper Uſe and Behoof of the ſaid *A. A.* party hereunto, and of his heirs and aſſigns for ever; And to and for no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

To enure to the uſe of the covenantor and his heirs.

*(Newnam.)*

*Covenant that if any Part of the Premiſes limited or allotted in a Deed of Partition be evicted or taken away, or affected with any latent Incumbrance by any Defect of Title, the Loſs ſuffered by any of the Parties ſhall be made good and borne by all of them, and that each of the Parties out of her Annuity ſhall bear a proportionable Part.*

—— That if any part or parcel of the hereditaments or premiſes herein before accepted by, and limited and allotted to them the ſaid *W. M. S. M. A.* his wife, *S. M.* and *P. C.* in manner as aforeſaid, ſhall at any time or times hereafter, during the ſpace of ——— years now next enſuing, be lawfully evicted, recovered or taken away from them the ſaid *W. M. S. M.* and *A. S. M.* and *P. C.* or any of them, their or any of their heirs or aſſigns, or affected with any latent incumbrance for or by reaſon of any defect of title in the ſaid *J. C.* the teſtator, or prior right or title in any other perſon or perſons, that then and in ſuch caſe the loſs or damage to be had, ſuffered or ſuſtained by any of the parties hereto, or to his or their, of any of their lands, tenements or hereditaments, by any ſuch eviction, recoveries, title or incumbrance, be made good, paid and ſatisfied by ſuch other of the ſaid parties to theſe preſents, whoſe eſtate or eſtates hereby limited to them reſpectively in uſe as aforeſaid ſhall not be affected by ſuch eviction, recovery, title or incumbrance, in equal proportions, ſhare and ſhare alike; ſave only that the party ſo ſuffering damage ſhall alſo bear and ſuſtain a proportionable part thereof; and in caſe the ſaid reſpective lands, tenements, hereditaments and premiſes, ſhall not pay, make good and ſatisfy ſuch their proportionable part and ſhare, according to the true intent and meaning thereof, then and in ſuch caſe the ſeveral and reſpective manors, hereditaments and premiſes herein before reſpectively accepted, limited and allotted to ſuch of the parties ſo refuſing to pay, ſatisfy and make good the ſame, ſhall from thenceforth ſtand and be charged and chargeable, and the ſame are hereby charged, and made chargeable and liable to the payment, ſatisfaction and making good of the proportionable part of all ſuch damage to be ſuſtained or occaſioned as aforeſaid, as fully and effectually to all intents and purpoſes, as if ſo much of the ſaid premiſes limited in uſe to ſuch reſpective party or parties ſo refuſing had been hereby veſted in the ſaid *C. S.* and *W. P.* for that very purpoſe: And that the ſaid *M. C.* ſhall and will alſo, in caſe of ſuch eviction or incumbrance as aforeſaid, from the time the ſame ſhall happen, abate for the future during her natural life, ſo much and ſuch part of the annuity or annual payment that are or is intended and agreed to be ſecured to her as before mentioned, as ſhall be equal in annual value to the yearly value of ſuch part of the premiſes as ſhall be ſo evicted, recovered or taken away from any of the ſaid parties reſpectively or equally, to the annual intereſt of what ſhall be recovered and paid in diſcharge of any incumbrance or incumbrances that may happen to affect the ſaid premiſes hereby ſettled or conveyed, or any part thereof.

*Covenant to deliver up a Leaſe miſlaid, when found, it being aſſigned by way of Mortgage.*

TO all, &c. *A.* of, *&c.* ſendeth greeting. Whereas by indentures of aſſignment or mortgage, under *&c.* of the ſaid *A.* bearing date, *&c.* in conſideration, *&c.* he the ſaid *A. Did* aſſign and ſet over unto the ſaid *B.* her, *&c.* the therein recited indenture of leaſe, dated, *&c.* made from *M. &c.* to *N.* of, *&c.* of all that, *&c.* for the term of, *&c.* at the yearly rent of ——— payable as therein is mentioned, and the ſeveral mean aſſignments of the ſaid leaſe and premiſes thereby demiſed and aſſigned, ſubject to the proviſo therein contained for making void thereof on payment of the ſum of, *&c.* on, *&c.* as thereby, relation, *&c.* And whereas the ſaid original leaſe granted by and from the ſaid *M.* is at preſent miſlaid, ſo that the ſame cannot be delivered into the hands of the ſaid *B.* by the ſeveral meſne aſſignments thereof. Now therefore know ye, that the ſaid *A.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *B.* her, *&c.* by theſe preſents, that he the ſaid *A.* his, *&c.* when and as ſoon as the ſaid leaſe ſhall be found or recovered, he the ſaid *A.* his, *&c.* and any other perſon or perſons in whoſe hands, cuſtody or poſſeſſion the ſaid leaſe is or ſhall be known, found or diſcovered to be, ſhall and will deliver, or cauſe and procure the ſaid leaſe to be delivered unto the ſaid *B.* her, *&c.* to and for her and their own proper uſe, until full payment of the ſaid ſum of ———, ſo lent as aforeſaid, and the intereſt to grow due for the ſame. In Witneſs, &c.

*(Wood.)*

*Deed*

*Deed of Covenants between three Vendors of Land and the Vendee, reſpecting the Cuſtody of ſeveral Title Deeds, and mutually to produce them for the Service of each other.*

THIS Indenture Quadrupartite, made the 8th day of June, in the nineteenth year, &c. and in the year of our Lord, 1779, Between *A. A.* of, &c. Eſquire, of the firſt part, *B. B.* of, &c. Eſquire, of the ſecond part, *C. C.* of, &c. ſpinſter, of the third part, and *D. D.* of, &c. Eſquire, of the fourth part. Whereas the ſaid *D. D.* hath lately for a valuable conſideration bought and purchaſed of and from the ſaid *A. A.* and *B. B.* and their truſtees reſpectively, and the ſaid *C. C.* All thoſe the manors of E. and F. with the appurtenances, in the ſaid county of E. And the advowſon of the church of G. in the ſame county, And all other the meſſuages, lands, tenements and hereditaments, which were late the eſtate of *H. C.* and *J. J.* both late of G. aforeſaid, Eſquire, deceaſed, or either of them, ſituate, lying and being in the ſeveral pariſhes, towns, hamlets, precincts and territories of G. and K. or either of them, in the ſaid county of E. (except a meſſuage or tenement and farm, with the lands and appurtenances thereunto belonging, or therewith uſed in G. aforeſaid, now or late in the tenure of *L. L.* or his aſſigns, at the yearly rent of two hundred pounds, And one other meſſuage or tenement, or farm, with the lands and appurtenances thereunto belonging, or therewith uſed in G. aforeſaid, now or late in the tenure of *M. M.* or his aſſigns, at the yearly rent of one hundred pounds; And alſo all thoſe ſix ſeveral cottages or tenements in G. aforeſaid, with their appurtenances, now or late in the ſeveral tenures of [*here tenants names*] at and under the ſeveral yearly rents, amounting together to thirty pounds, which excepted meſſuages, farms, cottages and premiſes are contracted to be ſold unto *N. N.* of G. in the ſaid county of E. Gentleman, and his heirs. And by indentures of leaſe and releaſe, and bargain and ſale inrolled in Chancery, the leaſe bearing date the day next before the day of date hereof, and the releaſe and bargain and ſale inrolled, being both quadrupartite, bearing even date with theſe preſents, and expreſſed to be made between the ſaid *A. A.* and *O.* his wife, and *P. P.* and *R. R.* Eſquires, (their truſtees) of the firſt part, the ſaid *B. B.* and *S.* his wife, and *T. T.* Eſquire, (who together with the ſaid *P. P.* are truſtees for the ſaid *B. B.* and *S.* his wife, of the ſecond part, the ſaid *C. C.* of the third part, and the ſaid *D. D.* of the fourth part. And by fine in the ſame indenture of releaſe, covenanted to be levied, all the ſaid manors, advowſon, meſſuages, lands, tenements, hereditaments and premiſes in G. and K. aforeſaid, or either or them, in the ſaid county of E. (except before excepted) are conveyed and aſſured, or mentioned to be conveyed and aſſured unto, and to the uſe of the ſaid *D. D.* his heirs and aſſigns for ever. And whereas as well certain indentures of leaſe and releaſe, bearing date reſpectively the 22d and 23d days of March 1774, the releaſe being tripartite, and made or mentioned to be made between the ſaid *O. A.* by her then name of *O. C.* ſpinſter, of the firſt part, the ſaid *A. A.* of the ſecond part, and the ſaid *P. P.* and *R. R.* of the third part, as alſo the ſeveral deeds and writings in the two ſeveral ſchedules hereunto annexed mentioned, do concern the title Not only of the ſaid purchaſed manors, advowſon, meſſuages, cottages, farms, lands, tenements and hereditaments in the ſaid county of E. But alſo of divers other manors, meſſuages, lands and hereditaments of the ſaid *A. A.* and *B. B.* and *C. C.* or ſome or one of them. And it hath been agreed by and between all the ſaid parties to theſe preſents, that the aforeſaid indentures of leaſe and releaſe of the 22d or 23d days of March 1774, ſhall remain, continue, and be in the hands and cuſtody of the ſaid *A. A.* his heirs and aſſigns, but to be by him and them produced in manner herein after expreſſed. And that the ſeveral deeds and writings mentioned in the ſchedule hereunto annexed, (intitled the firſt ſchedule) ſhall remain, continue, and be in the hands and cuſtody of the ſaid *C. C.* her heirs and aſſigns, but to be by her and them produced in manner herein after expreſſed. And that the ſeveral deeds and writings mentioned in the ſchedule hereunto annexed (intitled the ſecond ſchedule) ſhall remain, continue, and be in the hands and cuſtody of the ſaid *D. D.* his heirs and aſſigns, but to be by him and them produced in manner herein after expreſſed. Now therefore this Indenture witneſſeth, that in purſuance of the ſaid recited agreement, and in conſideration of the premiſes he the ſaid *A. A.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *D. D.* his heirs and aſſigns, that he the ſaid *A. A.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will from time to time, and at any time or times hereafter, upon every reaſonable requeſt, and at the proper coſts and charges of the ſaid *D. D.* his heirs or aſſigns, (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *D. D.* his heirs and aſſigns, or to his or their counſel, attornies or agents, or at any trial or hearing in any court of law or equity, or otherwiſe, as occaſion ſhall be and require, the aforeſaid indentures of leaſe and releaſe of the 22d and 23d days of March 1774, or either of them, for the better evidencing, maintaining, defending and proving the title of the ſaid *D. D.* his heirs and aſſigns, of, in and to the ſaid manors, advowſon, meſſuages, lands, tenements, hereditaments and premiſes ſo purchaſed by the ſaid *D. D.* and conveyed unto, and to the uſe of him, his heirs and aſſigns as aforeſaid, or any part or parcel thereof. And this Indenture further witneſſeth, that in further purſuance of the ſaid recited agreement, and in conſideration of the premiſes, ſhe the ſaid *C. C.* doth hereby for herſelf, her heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *D. D.* his heirs and aſſigns, that ſhe the ſaid *C. C.* her heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will from time to time, and at any time or times hereafter, upon every reaſonable requeſt, and at the proper coſts and charges of the ſaid *D. D.* his heirs or aſſigns, (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *D. D.* his heirs or aſſigns, or to his or their counſel, attornies or agents, or at any trial or hearing in any court of law or equity, or otherwiſe, as occaſion ſhall be and require, all and every, or any the deeds, evidences and writings mentioned and written in the ſchedule hereunto annexed (entitled the firſt ſchedule) for the better evidencing, maintaining, defending and proving the title of the ſaid *D. D.* his heirs and aſſigns, of, in and to the ſaid manors, advowſon, meſſuages, lands, tenements, hereditaments and premiſes ſo purchaſed by the ſaid *D. D.* and conveyed unto, and to the uſe of him, his heirs and aſſigns as aforeſaid, or any part or parcel thereof. And this Indenture further witneſſeth, that in further purſuance of the ſaid recited agreement, and in conſideration of the premiſes, he the ſaid *D. D.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *A. A. B. B.* and *C. C.* reſpectively, and their

Recital of the purchaſe made,

and that certain deeds concern the titles of other lands of the vendors.

and that the parties have agreed who ſhall reſpectively keep the ſeveral deeds and produce them.

A. A covenants with D. D. to produce, &c.

C. C. covenants with D. D. to produce, &c.

D. D. covenants with A. A. B. B. and C. C. to produce, &c.

their reſpective heirs and aſſigns, that he the ſaid *D. D.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will from time to time, and at any time or times hereafter, upon every reaſonable requeſt, and at the proper coſts and charges of the ſaid *A. A. B. B.* and *C. C.* reſpectively, or their reſpective heirs or aſſigns, or any of them (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *A. A. B. B.* and *C. C.* or any of them, their or any of their heirs or aſſigns, or to their or any of their counſel, attornies, agents, or at any trial or hearing in any court of law or equity, or otherwiſe, as occaſion ſhall be and require, all and every, or any the deeds, evidences and writings mentioned in the ſchedule hereunto annexed (entitled the ſecond ſchedule) for the better evidencing, maintaining, defending and proving the title of the ſaid *A. A. B. B.* and *C. C.* or any of them, their or any of their heirs or aſſigns, of, in, and to the ſeveral manors, meſſuages, lands, tenements and hereditaments, in the ſame deeds or writings comprized and mentioned, (and not purchaſed by and conveyed unto, and to the uſe of the ſaid *D. D.* his heirs and aſſigns as aforeſaid) or any part or parcel thereof. In Witneſs, &c.

Exception.

*(Newnam.)*

*Covenant that Truſtees may put out the Marriage Portion, and apply the ſame and the Intereſt, &c. according to the Marriage Agreement, without any Suit, &c.*

——— The ſaid *R. J. (the intended huſband)* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *J. C. &c. (the truſtees)*, their executors and adminiſtrators, that it ſhall and may be lawful to and for them, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, to put out the ſaid ſum of ———, and to manage the ſaid ſtock, and pay and apply the ſame, and the intereſt, produce and dividends thereof, on the truſts aforeſaid, according to the true intent and meaning of theſe preſents, without any lawful let, ſuit, interruption or diſturbance of or by the ſaid *R. J.* his executors or adminiſtrators, or any claiming or to claim by, from or under him, or by his means, aſſent, conſent, privity or procurement.

*Covenant to indemnify a Maſter on diſcharging his Apprentice.*

To all, &c. *B. C. &c.* ſendeth greeting. Whereas *B. S.* Son of the ſaid *B. S.* did by his indentures of apprenticeſhip, bearing date, *&c.* put himſelf apprentice unto *T. W. &c.* for the term of ſeven years from the date thereof, and was afterwards turned over unto *J. H. &c.* as by the ſaid indentures and indorſement thereon, relation, *&c.* And whereas at the requeſt and with the conſent of the ſaid *B. S.* the father, and *B. S.* the apprentice, the ſaid *J. H.* hath on the day of the date hereof diſcharged the ſaid *B. S.* from his ſaid ſervice; and the ſaid indentures of apprenticeſhip are delivered up to be cancelled; and the ſaid *J. H.* hath repaid ——— pounds of the money received with the ſaid apprentice: Now theſe Preſents witneſs, that the ſaid *B. S.* the father, for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *J. H.* his, *&c.* that the ſaid *B. S.* the father, his, *&c.* ſhall and will at all times for ever hereafter ſave and keep harmleſs and indemnified the ſaid *J. H.* his, *&c.* and his and their goods and eſtate, of and from and againſt the ſaid *B. S.* his ſon, and from the ſaid recited indentures of apprenticeſhip, and all covenants, promiſes and agreements therein contained, on the part and behalf of the ſaid *J. H.* to be done and performed; and all actions, *&c.* for or by reaſon thereof, in any manner of wiſe. In Witneſs, &c.

*(Wood.)*

*Covenant to pay equal Shares of Money borrowed upon Bonds, and likewiſe of Charges of Actions, &c. by Reaſon thereof.*

Whereas *A. B. C. D. E.* and *F.* of, *&c.* by obligation under their hands and ſeals, dated, *&c.* ſtand jointly and ſeverally bound unto *G.* of, *&c.* in the penalty of —— pounds, for payment of —— pounds, *&c.* on, *&c.* And whereas [*Recite another bond from the ſaid parties to* H.] which ſaid two ſeveral ſums, it is hereby declared, were ſo borrowed by them the ſaid parties, as the then committee for managing of the *Pleſſey* and *Blyth* undertaking, on account thereof, and were applied to the uſe of the ſaid undertaking; Now theſe Preſents witneſs, that is hereby declared and agreed by and between all of them the ſaid parties, and each and every of them, by and for him and themſelves, his and their, *&c.* ſeverally, *&c.* do covenant, *&c.* to and with the other of them, that each and every of them, his and their, *&c.* ſhall and will pay their reſpective and equal parts and proportions of the ſaid ſums mentioned in, and to grow due and payable, by and upon the ſaid ſeveral recited obligations and conditions, or either of them, if the ſaid ſums ſhall be demanded, recovered of, or paid by them, or any of them, and will bear their like reſpective equal parts and proportions of all actions, ſuits, coſts, charges, payments and damages, which ſhall or may be commenced, ſued, proſecuted, recovered or awarded againſt them, or any of them, for or upon the ſaid obligation, or any of them. In Witneſs, &c.

*Covenant that one of the Releaſors has paid his Father's Debts and Legacies, &c. and will indemnify the Releaſee therefrom.*

And the ſaid *N. B.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, grant and agree to and with the ſaid *R. E.* his heirs and aſſigns, by theſe preſents, that he the ſaid *N. B.* has fully paid, diſcharged and ſatisfied all and every the debts, which the ſaid *T. B.* his late father, deceaſed, owed at

at his death, and all and ſingular the legacies in and by his laſt will and teſtament deviſed unto, &c. and for the educating, &c. according to the true intent and meaning of the ſame will; And that he the ſaid *N. B.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will, from time to time, and at all times hereafter, well and ſufficiently ſave harmleſs and keep indemnified the ſaid *R. E.* his heirs, executors, adminiſtrators and aſſigns, and every of them, and all and ſingular ſuch of the ſaid freehold and copyhold premiſes, as by the ſaid will are charged with, or made liable to the ſaid debts and legacies, and the charges of educating the ſaid ——— or any of them, of and from the ſaid debts and legacies, and ſum and ſums of money, claim or demand whatſoever, which ſhall or may be demanded or made, ſued for or recovered againſt him the ſaid *R. E.* his heirs, executors, adminiſtrators or aſſigns, or any of them, for or on account of any debts of the ſaid *J. B.* deceaſed, or of educating of the ſaid —— or of any or either of them.

## *Deed of Covenant for Pin-Money.*

THIS Indenture Tripartite, made, &c. between *G. P.* of, &c. Eſquire, of the firſt part, *T. B.* one of the ſiſters of Sir *T. B.* of, &c. of the ſecond part, and Sir *J. C.* of, &c. and *J. C.* of, &c. of the third part. Whereas a marriage is intended to be ſhortly had and ſolemnized between the ſaid *G. P.* and *T. B.* and the ſaid *G. P.* out of the great love and affection he hath and beareth to the ſaid *T.* his intended wife, hath agreed, over and above the ſettlement and proviſion made for the ſaid *T.* on his ſaid intended marriage, by ſettlement, bearing equal date herewith, to ſettle the annual ſum of one hundred pounds, clear of all deductions, on the ſaid *T.* for her pin-money, during the joint lives of the ſaid *G. P.* and *T. B.* his intended wife. Now this Indenture witneſſeth, that in performance of the ſaid agreement, and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to the ſaid *G. P.* by the ſaid Sir *J. C.* and *J. C.* in hand paid, at and before the enſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged) he the ſaid *G. P.* hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto the ſaid Sir *J. C.* and *J. C.* One Annual ſum, payment or yearly rent-charge of one hundred pounds, to be iſſuing and going out of All that, &c. in the pariſh of B. in the county of S. and the ſeveral lands, tenements, meadows, paſtures, woods, underwoods and hereditaments thereunto belonging, containing together ——— acres, being of the yearly value of two hundred pounds; To have, hold, perceive, receive and enjoy the ſaid annual payment or yearly ſum of one hundred pounds, to the ſaid Sir *J. C.* and *J. C.* their heirs and aſſigns, during the joint lives of the ſaid *G. P.* and *T. B.* to be payable and paid quarterly at Chriſtmas, Lady-day, Midſummer and Michaelmas, without any deduction or abatement for taxes parliamentary, or others, or other matter or thing whatſoever, the firſt payment to be made on ſuch of the ſaid feaſts as ſhall next happen after the ſolemnization of the ſaid intended marriage; And if it ſhall happen that the ſaid annual ſum or yearly payment of one hundred pounds be behind or unpaid, in part or in all by the ſpace of twenty days next after any of the ſaid feaſts or days of payment, whereon the ſame is hereby made payable; Then and ſo often it ſhall and may be lawful to and for the ſaid Sir *J. C.* and *J. C.* their heirs and aſſigns, during the joint lives of the ſaid *G. P.* and *T. B.* into and upon the ſaid lands, tenements and hereditaments, charged with the payment of the ſaid annual ſum of one hundred pounds, or any part thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found, to lead, drive, carry away and impound, and in pound to detain until the ſaid ſum of one hundred pounds, and the arrears thereof, and all coſts and charges, touching and concerning the taking and detaining ſuch diſtreſs and diſtreſſes, ſhall be fully ſatisfied and paid, And the ſaid *G. P.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid Sir *J. C.* and *J. C.* and their heirs and aſſigns, by theſe preſents, that if the ſaid intended marriage ſhall take effect, he the ſaid *G. P.* or his aſſigns, ſhall and will well and truly pay the ſaid annual ſum of one hundred pounds, to the ſaid Sir *J. C.* and *J. C.* their heirs and aſſigns, on the days whereon the ſame is hereby made payable, without any deduction or abatement whatſoever; And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the annual ſum of one hundred pounds ſo granted to the ſaid Sir *J. C.* and *J. C.* as aforeſaid, is Upon Truſt that they the ſaid Sir *J. C.* and *J. C.* and the ſurvivor of them, and his heirs, ſhall, as he and they ſhall receive the ſame, pay over the ſaid annual ſum of one hundred pounds to the proper hands of the ſaid *T. B.* or to ſuch perſon or perſons, as ſhe, notwithſtanding her coverture, ſhall direct or appoint, for her perſonal and ſeparate uſe, wherewith the ſaid *G. P.* her intended huſband, ſhall not intermeddle, or have any power to receive, incumber or diſpoſe of the ſame, or any part thereof, and the receipts the ſaid *T.* ſhall give to ſuch perſon or perſons, who from time to time ſhall pay the ſame, to be good and effectual diſcharges, both at law and in equity. Provided always, and it is the true intent and meaning of theſe preſents, that if it ſhall ſo happen that the ſaid yearly ſum or rent charge of one hundred pounds *per annum*, be behind-hand or unpaid for the ſpace of two or more years, that it ſhall in no ways be lawful to or for the ſaid *T. B.* Sir *J. C.* or *J. C.* their executors or aſſigns, to demand or require or diſtrain for arrears of any longer time or term than the ſpace of two years, any thing herein before contained to the contrary thereof, in any wiſe notwithſtanding. In Witneſs, &c.

Recital of a marriage.

Conſideration.

Yearly ſum. Proviſoes.

Habendum.

Power of diſtreſs, if annuity be unpaid.

Covenant.

Truſt.

Proviſo.

*(Horſeman.)*

## *Covenant to be inſerted in a Deed of Partition, to ſurrender Copyhold Lands, if any of the Premiſes be ſuch.*

——— That in caſe any of the herein before mentioned and deſcribed hereditaments and premiſes ſhall hereafter appear, and prove to be copyhold, that then and in ſuch caſe they the ſaid *M. C. S. M. A.* his wife, *S. M.* and *P. C.* and each and every of them, their and each and every of their heirs and aſſigns, at the requeſt, coſt and charges of each of them the ſaid *W. M. S. M. A.* his wife, *S. M.* (and *P. C.* their heirs and aſſigns, as ſhall deſire or require the ſame, and in whoſe particular allotment or partition of the ſaid premiſes ſuch copyhold lands, &c. ſhall fall or happen to be) ſhall and will at the then next court after

ſuch requeſt to be held for the manor or manors whereof ſuch copyhold lands, &c. are held, or ſo ſoon after as conveniently may or can be ſurrendered, aſſure and convey accordingly to and for the uſe of ſuch perſon or perſons ſo requeſting, and who by virtue of any of the limitations aforeſaid, is or are hereby intended to be entitled to the ſame, ſo thereby the title of each reſpective party to all the premiſes allotted to them, and every or any of them reſpectively, may be perfected and completed.

*Deed of Covenants between three Vendors of Lands and the Purchaſer, whereby the Purchaſer covenants to pay certain Rents and annual Payments to which the Lands are liable; and the Vendors and Purchaſer mutually covenant to recompence each other reſpectively, as the Caſe may be, if any Land, for which one of thoſe Payments is to be made, ſhall be evicted, and the Payment ceaſe.*

Recital of the purchaſe made,

THIS Indenture, made the 12th day of July, in the 17th year of the reign, &c. and in the year of our Lord 1777, Between *A. A.* of, &c. Eſquire, *B. B.* of, &c. Eſquire, and *C. C.* of, &c. ſpinſter, of the one part, and *D. D.* of, &c. Eſquire, of the other part. Whereas the ſaid *D. D.* hath lately for the ſum or price of twenty thouſand pounds of lawful money of Great Britain, bought and purchaſed of and from the ſaid *A. A.* and *B. B.* and their truſtees reſpectively, and the ſaid *C. C.* All thoſe the manors of E. and F. with the appurtenances, in the county of E. and the advowſon of the pariſh church of G. in the ſame county, and all other the meſſuages, lands, tenements and hereditaments which were late the eſtate of *H. C.* and *J. J.* both late of G. aforeſaid, Eſquires, deceaſed, or either of them, ſituate and being in the ſeveral pariſhes, towns, hamlets, precincts and territories of G. and K. or either of them, in the ſaid county of E. except a meſſuage or tenement and farm, with the lands and appurtenances thereunto belonging, or therewith uſed in G. aforeſaid, now or late in the tenure of *L. L.* or his aſſigns, at the yearly rent of two hundred pounds, and one other meſſuage or tenement and farm, with the lands and appurtenances thereunto belonging, or therewith uſed in G. aforeſaid, now or late in the tenure of *M. M.* or his aſſigns, at the yearly rent of one hundred pounds, And all thoſe ſix ſeveral cottages or tenements in G. aforeſaid, with their appurtenances, now or late in the ſeveral tenure of, &c. At and under ſeveral yearly rents (amounting together to the yearly ſum of thirty pounds) which excepted meſſuages, farms, cottages and premiſes, are contracted to be ſold unto *N. N.* of G. aforeſaid, in the ſaid county of E. Gentleman. And accordingly by indentures of leaſe and releaſe, and bargain and ſale inrolled, or intended to be inrolled in Chancery, the leaſe bearing date the day next before the day of the date hereof, and the releaſe and bargain and ſale inrolled being both quadrupartite, bearing even date with theſe preſents, and expreſſed to be made between the ſaid *A. A.* and *O.* his wife, and *P. P.* Eſquire, and *R. R.* Eſquire, (their truſtees) of the firſt part, the ſaid *B. B.* and *S.* his wife, and *T. T.* Eſquire, (which ſaid *T. T.* together with the ſaid *P. P.* are truſtees for the ſaid *B. B.* and *S.* his wife) of the ſecond part, the ſaid *C. C.* of the third part, and the ſaid *D. D.* of the fourth part, and by fine in the ſame indenture of releaſe covenanted to be levied, All the ſaid manors, advowſon, meſſuages, land, tenements, hereditaments and premiſes in G. and K. aforeſaid, or either of them, in the ſaid county of E. (except before excepted) are conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto, and to the uſe of the ſaid *D. D.* his heirs and aſſigns for ever. And whereas there are iſſuing and payable out of or for the premiſes herein before mentioned to be bought and purchaſed by the ſaid *D. D.* and contracted to be ſold unto the ſaid *N. N.* or ſome part thereof, the ſeveral yearly rents or ſums of money herein after mentioned; that is to ſay, one yearly rent or ſum of five pounds, payable to the Lord of the manor of G. in the ſaid county of E. and one other yearly rent or ſum of ten ſhillings to the clerk for the time being of the pariſh church of G. aforeſaid, and one other yearly ſum of twenty ſhillings for bell ropes for the ſame church, and one other yearly rent or ſum of five pounds to the vicar of the ſaid pariſh of G. for the time being, for and in lieu of certain glebe lands. And it hath been agreed by and between all the ſaid parties to theſe preſents, that all future payments of the ſaid yearly rents or ſums of five pounds ten ſhillings, twenty ſhillings and five pounds ſhall for ever hereafter remain charged on the ſaid premiſes conveyed to the ſaid *D. D.* and that the ſaid premiſes agreed to be conveyed to the ſaid *N. N.* ſhall for ever hereafter be freed and diſcharged therefrom and from every part thereof, by the ſaid *D. D.* his heirs and aſſigns: Now this Indenture witneſſeth, and the ſaid *D. D.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *A. A. B. B.* and *C. C.* reſpectively, and their reſpective heirs and aſſigns, that he the ſaid *D. D.* his heirs and aſſigns, or ſome of them, ſhall and will from time to time, and at all times for ever hereafter, well and truly pay, or cauſe to be paid, all future accruing payments of the ſaid yearly rents or ſums of five pounds ten ſhillings, twenty ſhillings and five pounds to the ſeveral perſons reſpectively to whom, and for ſo long time as the ſame ought to be reſpectively paid as aforeſaid, and thereof and therefrom ſave harmleſs and keep indemnified the ſaid *A. A. B. B. C. C.* and *N. N.* their heirs and aſſigns, and his, her and their lands, tenements, goods and chattels. And whereas it is ſuppoſed, that ſome part of the ſaid glebe lands, for which the ſaid ſum of five pounds a year is payable as aforeſaid, may be comprized amongſt the ſaid hereditaments and premiſes purchaſed by the ſaid *D. D.* and that the other part thereof may be comprized amongſt the ſaid excepted hereditaments and premiſes contracted to be ſold to the ſaid *N. N.* And whereas the ſaid *A. A. B. B.* and *C. C.* have agreed with the ſaid *N. N.* to convey to him the premiſes, ſo by him purchaſed as aforeſaid, freed from all the ſaid ſeveral yearly rents, and to indemnify him againſt the ſame. And whereas at the time of the ſaid purchaſe made by the ſaid *D. D.* there was an allowance made to him (in the price of the premiſes by him purchaſed) for the ſaid ſum of five pounds a year, payable for the glebe lands, after the rate of thirty years purchaſe or thereabouts; And it was thereupon, and it is now hereby alſo agreed by and between the ſaid parties to theſe preſents, that in caſe any eviction or recovery ſhould be had or made by the ſaid vicar of G. or any other perſon from the ſaid *D. D.* his heirs and aſſigns, or from the ſaid *N. N.* his heirs or aſſigns, or any part or parts of the glebe lands comprized, or ſuppoſed to be comprized in their reſpective purchaſes, whereby the ſaid ſum of five pounds a year payable for ſuch glebe lands, ſhould in part or wholly ceaſe and become no longer payable, that then and from thenceforth a mutual recompence and ſatisfaction ſhould be made in reſpect thereof by and between the ſaid parties to theſe preſents, as follows, *viz.* That if the glebe lands ſo recovered or evicted from the ſaid *D. D.* his heirs or aſſigns, ſhould be more in value than the ſaid five pounds a year, (or than ſuch part thereof as ſhall thereupon ceaſe) that then the ſaid

tenements excepted,

one agreed to be ſold to a fifth perſon, the conveyance was made by indentures, &c.

The premiſes liable to certain yearly rents,

to one in lieu of glebe lands, that it has been agreed that the conveyed lands ſhall be liable.

The purchaſer covenants to pay.

Recital concerning the glebe land,

and that the vendors had agreed with the fifth perſon to convey his part diſcharged, and had made an allowance for that purpoſe to the preſent purchaſer, and the parties had agreed upon a mutual recompence in caſe of any eviction.

ſaid *A. A. B. B.* and *C. C.* their heirs, executors or adminiſtrators reſpectively, each of them, for one third part only, are to make recompence to the ſaid *D. D.* his heirs and aſſigns, as well for ſuch of the ſaid glebe lands ſo to be evicted or recovered from him or them as ſhall exceed or be more in yearly value than the ſaid ſum of five pounds a year (or than ſuch part thereof as ſhall or may thereupon ſo ceaſe) after the rate of thirty years purchaſe for the yearly value of ſuch evicted glebe lands ſo exceeding, or being more than the ſaid five pounds a year, (or than ſuch part thereof as ſhall or may ſo ceaſe) as alſo for all coſts and expences which he or they ſhall bear, pay, ſuſtain or expend in the defence and maintenance of the title to the aforeſaid glebe lands, or any part thereof, or in oppoſing ſuch eviction or recovery. **And that** if the glebe lands ſo to be recovered or evicted from the ſaid *D. D.* his heirs or aſſigns, ſhall be leſs in the yearly value thereof than the ſaid five pounds a year, (or than ſuch part thereof as ſhall or may ſo ceaſe) in caſe the ſame five pounds a year, or any part thereof do or may thereupon ceaſe, that then and in ſuch the ſaid *D. D.* his heirs or aſſigns, are to make recompence after the rate of thirty years purchaſe, unto the ſaid *A. A. B. B.* and *C. C.* reſpectively, or their reſpective heirs or aſſigns, in equal third parts, for ſo much of the ſaid ſum of five pounds a year as ſhall or may ſo ceaſe, as the ſaid glebe lands ſo to be recovered or evicted form the ſaid *D. D.* his heirs or aſſigns, ſhall in the yearly value thereof fall ſhort of the ſaid five pounds a year; and that if no eviction or recovery of any glebe lands ſhall be had or made from the ſaid *D. D.* his heirs or aſſigns, but that any glebe lands ſhall be evicted or recovered from the ſaid *A. A. B. B.* and *C. C.* their heirs or aſſigns, or from the ſaid *N. N.* his heirs or aſſigns, and that thereupon the ſaid ſum of five pounds a year, or any part thereof ſhall or may thereupon ceaſe, and the ſaid *D. D.* his heirs and aſſigns, be freed therefrom, **Then** and in ſuch caſe the ſaid *D. D.* his heirs or aſſigns, are to make recompence unto the ſaid *A. A. B. B.* and *C. C.* reſpectively, and their reſpective heirs or aſſigns, in equal third parts for the whole of the ſaid ſum of five pounds a year, or for ſo much thereof as ſhall or may ſo ceaſe, after the rate aforeſaid, he the ſaid *D. D.* his heirs or aſſigns, firſt deducting all ſuch coſts, charges and expences, as he or they ſhall have born, paid or ſuſtained on account of his or their defending and maintaining his or their title to the ſaid glebe lands, or any part thereof, or in oppoſing ſuch eviction as aforeſaid. **Now this Indenture further witneſſeth,** That in purſuance of the ſaid laſt recited agreements, it is hereby covenanted, concluded, declared and agreed, by and between all the ſaid parties to theſe preſents, and the ſaid *A. A. B. B.* and *C. C.* do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *D. D.* his heirs and aſſigns, that in caſe at any time or times hereafter, any of the ſaid glebe lands for which the ſaid ſum of five pounds a year is payable, ſhall be evicted or recovered by the ſaid vicar of G. or his ſucceſſors, from the ſaid *D. D.* his heirs or aſſigns, and that the ſame glebe lands ſo to be evicted or recovered ſhall in the yearly value thereof exceed the ſaid ſum of five pounds a year, or ſuch part thereof as ſhall or may thereupon ceaſe, then each of them the ſaid *A. A. B. B.* and *C. C.* or their reſpective heirs, executors or adminiſtrators, ſhall immediately after ſuch eviction or recovery pay, or cauſe to be paid unto the ſaid *D. D.* his heirs or aſſigns, as a recompence for ſuch glebe lands ſo to be evicted or recovered, as ſhall exceed or be more in yearly value than the ſaid ſum of five pounds a year, or than ſuch part thereof as ſhall or may thereupon ceaſe, one third part of all ſuch ſum and ſums of lawful money of Great Britain as the value of the ſame glebe lands (ſo exceeding or being more than the ſaid five pounds a year, or than ſuch part thereof as ſhall or may ceaſe on ſuch eviction) ſhall amount unto, computing the ſame after the rate of thirty years purchaſe, and ſhall alſo pay, or cauſe to be paid unto the ſaid *D. D.* his heirs or aſſigns, all ſuch ſum or ſums of money as he or they ſhall have paid, expended or ſuſtained in the defence and maintenance of the title to the ſame glebe lands, or any part thereof, or in oppoſing ſuch eviction. **And the ſaid** *D. D.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. A. B. B.* and *C. C.* their heirs and aſſigns, that if ſuch of the ſaid glebe lands as ſhall or may be evicted or recovered from the ſaid *D. D.* his heirs or aſſigns, ſhall fall ſhort, or be leſs in yearly value than the ſaid five pounds a year, or than ſuch part thereof as ſhall or may ſo ceaſe, then and in ſuch caſe he ſaid *D. D.* his heirs or aſſigns, ſhall immediately after the ſaid ſum of five pounds a year, or any part thereof, ſhall or may ceaſe, and not become payable by him or them, pay, or cauſe to be paid unto the ſaid *A. B. B. B.* and *C. C.* reſpectively, or their reſpective heirs or aſſigns, in equal third parts, as a recompence for the ſaid ſum of five pounds a year, or ſo much thereof as ſhall or may ceaſe, all ſuch ſum and ſums of like lawful money as the value of the ſaid ſum of five pounds a year, or ſo much thereof as ſhall or may ſo ceaſe, ſhall exceed the yearly value of the glebe lands ſo to be evicted or recovered, computing the ſame at the rate aforeſaid, after deducting the coſts, charges and expences which the ſaid *D. D.* his heirs or aſſigns, may have paid, ſuſtained, expended, or been at in the defence and maintenance of the title of the ſame glebe lands, or oppoſing ſuch eviction. **And** if no eviction or recovery of the ſaid glebe lands, or any part thereof, ſhall be had or made from the ſaid *D. D.* his heirs or aſſigns, and that any glebe lands ſhall be evicted or recovered from the ſaid *A. A. B. B.* and *C. C.* or from the ſaid *N. N.* his heirs or aſſigns, and that the ſaid ſum of five pounds a year, or any part thereof, ſhall or may thereupon ceaſe, and the ſaid *D. D.* his heirs and aſſigns, be freed therefrom, then and in that caſe he the ſaid *D. D.* his heirs or aſſigns, ſhall immediately after the ſaid ſum of five pounds a year, or any part thereof, ſhall or may ſo ceaſe, and that then he or they are or may be freed therefrom, as is laſt mentioned, pay, or cauſe to be paid unto the ſaid *A. A. B. B.* and *C. C.* reſpectively, their reſpective heirs or aſſigns, in equal third parts, all ſuch ſum and ſums of money as the value of the ſaid five pounds a year, or ſo much thereof as ſhall or may ſo ceaſe as is laſt mentioned ſhall amount unto, computing for the ſame after the rate aforeſaid, he the ſaid *D. D.* his heirs and aſſigns, firſt deducting thereout all coſts, charges and expences which he the ſaid *D. D.* his heirs or aſſigns, or any of them, ſhall have paid, ſuſtained, expended or been put unto, in the defence or maintenance of the title to the ſaid glebe lands, or any part thereof, or in oppoſing ſuch eviction as aforeſaid. **In Witneſs,** &c.

The covenant for mutual recompence in caſe of eviction of the glebe land,

Covenant.

In caſe of eviction from the vendors, &c.

the purchaſer is to repay them

*(Horſeman.)*

*Deed*

*Deed of Covenants not to diſtrain on a Reverſionary Eſtate bought by a Purchaſer, ſubject to Leaſes,* &c.

THIS Indenture, &c. Between *B. P.* of, *&c.* Gentleman, of the one part, and the Moſt Noble *J.* Duke of M. of the other part. Whereas the ſaid *B. P.* by indentures of leaſe and releaſe, bearing date reſpectively the 5th and 6th days of July now laſt paſt, for the conſiderations in the ſaid indenture of releaſe mentioned, Did grant and convey unto the ſaid *J.* Duke of M. his heirs and aſſigns, All that piece or parcel of ground, being part of a field heretofore called, *&c.* ſituate, *&c.* in the poſſeſſion, *&c.* and containing, *&c.* Together with a meſſuage or tenement, And all other the erections and buildings thereon erected and built, then and now in the poſſeſſion of the ſaid *J.* Duke of M. and all ways, *&c.* And the reverſion, *&c.* And all the eſtate, *&c.* To hold, &c. unto and to the uſe of the ſaid *J.* Duke of M. his heirs and aſſigns for ever, Subject nevertheleſs to the ſeveral leaſes, demiſes and terms of years therein particularly mentioned and excepted out of the ſaid grant and conveyance, as in and by the ſaid in part recited indenture, *&c.* By Virtue of which ſaid therein excepted leaſes, demiſes and terms of years, ſome or one of them, the ſaid *B. P.* may and hath a right from time to time, (in caſe the yearly rents, ſum or ſums of money, in and by the ſaid leaſes, demiſes and terms of years reſerved and iſſuing in part of the ſaid premiſes, as being parcel of the ſaid field heretofore called M. *alias* K. cloſe, in the ſaid leaſes, demiſes and terms for years mentioned, ſhall hereafter be in arrear and unpaid, at the ſeveral and reſpective days and times mentioned and appointed for the payment of the ſame) during the continuance of the ſaid ſeveral leaſes, demiſes and terms of years, to enter into and upon all the premiſes ſo conveyed to the ſaid Duke as aforeſaid, or any part thereof, and to diſtrain for ſuch rent, ſum or ſums of money, which ſhall or may be hereafter in arrear and unpaid, at the ſeveral and reſpective days and times appointed for the payment of the ſame: Now this Indenture witneſſeth, that the ſaid *B. P.* (for and in conſideration of the ſum of five ſhillings of, *&c.* to him in hand, *&c.* at, *&c.* the receipt, *&c.* and in purſuance of an agreement made between the parties to the ſaid leaſe and releaſe, and to theſe preſents, at or before the time of the ſealing and delivery of the ſaid leaſe and releaſe) Doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J.* Duke of M. his executors, adminiſtrators and aſſigns, in manner and form following; (that is to ſay) That he the ſaid *B. P.* his heirs or aſſigns, ſhall not nor will at any time from henceforth enter into or upon the premiſes ſo conveyed to the ſaid *J.* Duke of M. and his heirs, or any part thereof, to diſtrain thereon for any rent, ſum or ſums of money, which ſhall or may hereafter become due or payable by virtue of any of the ſaid leaſes, demiſes or terms of years, or otherwiſe howſoever, or upon any other account, or to any other purpoſe whatſoever, ſo as to interrupt the ſaid *J.* Duke of M. his heirs or aſſigns, in the lawful poſſeſſion of the ſaid premiſes, or any part thereof, or to charge the ſaid *J.* Duke of M. his heirs or aſſigns, in reſpect of the premiſes ſo conveyed to him as aforeſaid, with the ſaid reſerved rent or rents, or any part thereof: Provided always nevertheleſs, and it is hereby agreed, that nothing herein contained ſhall extend, be deemed or taken to extinguiſh the rent or rents, ſum or ſums of money by the ſaid leaſes, demiſes and terms of years reſerved as aforeſaid, or to hinder the ſaid *B. P.* his heirs or aſſigns, to have, demand, aſk, receive, take, enter or diſtrain for the ſame on the reſidue of the ſaid field called M. *alias* K. cloſe, not conveyed to the ſaid *J.* Duke of M. and his heirs, in as ample a manner as if theſe preſents had never been made: And laſtly, that he the ſaid *B. P.* &c. *(Covenant to produce deeds.)* In Witneſs, &c.

*Deed of Covenant that a Man and his Wife ſhall levy a Fine of the Wife's Eſtate, to the Uſe of the Huſband for Life, and after his Deceaſe, to the Uſe of the Wife and her Heirs.*

THIS Indenture made, *&c.* Between *T. H.* of, *&c.* and *W.* his wife, of the one part, and *J. S.* of, *&c.* and *W. W.* of, *&c.* of the other part, Witneſſeth, that for ſettling, conveying and aſſuring the ſeveral manors, lands, tenements and hereditaments herein after mentioned, to the ſeveral uſes, intents and purpoſes herein after declared and expreſſed, And for divers other good cauſes and conſiderations hereunto moving, He the ſaid *T. H.* for himſelf, and the ſaid *W.* his wife, Doth covenant, promiſe and grant, to with the ſaid *J. S.* and *W. W.* their heirs and aſſigns, that he the ſaid *T. H.* and *W.* his wife, ſhall and will at the coſts and charges of the ſaid *T. H.* in or before the end of Trinity Term, next enſuing the date of theſe preſents, before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, levy to the ſaid *J. S.* and *W. W.* and the heirs of one of them, one or more fine or fines, *ſur cognizance de droit come ceo*, &c. with proclamations according to the uſual courſe of fines uſed in the ſaid Court of Common Pleas, of All thoſe, *&c*, whereof or wherein the ſaid *T. H.* his wife, or any other perſon or perſons in truſt for them, or either of them, is or are ſeiſed of any eſtate of freehold or inheritance, in poſſeſſion, reverſion, remainder or expectancy, and all other the manors, meſſuages, farms, lands, tenements, tithes and hereditaments of the ſaid *W.* in the ſaid county of B. and of the reverſion and reverſions, remainder and remainders of the ſaid premiſes, and of all the eſtate, right, title, intereſt, uſe, property, truſt, poſſeſſion, claim and demand of the ſaid *T. H.* and *W.* his wife, of, in and to the ſeveral manors, lands, tenements, hereditaments and premiſes, and of all meſſuages, buildings, barns, ſtables, rectories, advowſons, tithes, lands, tenements, farms, courts, *&c.* [*other general words*] by ſuch deſcriptions as will effectually compriſe the ſame, Which ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time levied, or to be levied, ſhall be and enure, and are by the ſaid parties and every of them declared to be and enure To the Uſes, intents and purpoſes herein mentioned, declared and expreſſed, *(that is to ſay)* To the Uſe and Behoof of the ſaid *T. H.* and his aſſigns, for and during the term of his natural life, And from and after his deceaſe, To the Uſe and Behoof of the ſaid *W. H.* her heirs and aſſigns for ever, Together with ſuch powers, privileges, advantages and authorities as are herein after mentioned and reſerved, (that is to ſay) That it ſhall and may be lawful to and for the ſaid *W. H.* at any time or times, during the term of her natural life, jointly with the ſaid *T. H.* her huſband, or with any other huſband ſhe ſhall hereafter happen to marry, or without the conſent of the ſaid *T. H.* or any other huſband, and as if ſhe were ſole and unmarried, as often as ſhe ſhall ſee occaſion, and at her will and pleaſure, by any deed or deeds, writing or writings, to be by her ſealed and executed in the preſence of three or more credible witneſſes, or by her laſt will and teſtament atteſted as aforeſaid, to limit

Uſes.

Power for wife to limit, &c. by deed or will.

or

or appoint any new or other uſe or uſes, eſtate or eſtates, of, in or concerning the ſaid manors, lands, tenements and hereditaments, comprized or intended to be comprized in the ſaid fine or fines, or for and concerning any part or parts, parcel or parcels thereof, to any perſon or perſons whatſoever, either in fee-ſimple, fee-tail, or for life or lives, or for any term or number of years abſolute, determinable upon the death of any one or more perſon or perſons, as by the ſame deed or deeds, writing or writings, or laſt will and teſtament, at the like will and pleaſure of the ſaid *W. H.* to charge the ſaid premiſes, or any part thereof, with the payment of any ſum or ſums of money in groſs, or with any annual ſum or ſums, to be paid at ſuch days and times, and in ſuch manner and form as the ſaid *W. H.* ſhall, in and by ſuch deed or deeds, writing or writings, or laſt will and teſtament, direct or limit, either with or without a power of revoking any ſuch uſe or uſes, eſtate or eſtates, or any other appointment, hereby to be reſerved to be made, and of appointing any new or other uſe or uſes, eſtate or eſtates, of and in the ſaid premiſes, or otherwiſe of charging the ſame, or any part thereof, after ſuch revocation made with the payment of any annuity, or other ſum or ſums of money, as the ſaid *W. H.* ſhall in her diſcretion think fit. In Witneſs, &c.

*Deed of Covenants for ſtopping further Proceedings in a Suits in Chancery, touching a Foreclоſure, &c.*

THIS Indenture Tripartite, &c. Between *J. W.* of, &c. of the firſt part, *T. P.* of, &c. of the ſecond part, and *J. T.* of, &c. of the third part. Whereas by virtue of a decree or recretal order of the High Court of Chancery, made and pronounced by the Right Honourable the Maſter of the Rolls, on the ——— in a certain cauſe there then and now depending, wherein the ſaid *J. T.* is plaintiff, and the ſaid *J. W.* and *T. P.* are defendants; *Therein reciting* or ſetting forth, that by the plaintiff's bill it appeared, that by certain indentures of leaſe and releaſe, bearing date reſpectively, &c. *It was* by the ſaid plaintiff's bill prayed, that the defendants *W.* and *P.* might be compelled to pay him the ſaid ſum of ——— principal monies, and the intereſt thereof, and on default thereof, that they might be foreclоſed of all their equity of redemption of, in and to the ſaid mortgaged premiſes; and after ſetting forth the ſeveral anſwers of the defendants, *W.* and *P.* anſwers to the effect as therein mentioned; and that the defendant *P.* not having put in his anſwer, but abſconding, the plaintiff had obtained an order, dated the —— that the defendant *P.* ſhould appear to the plaintiff's bill on or before —— and that the ſaid defendant *P.* having not appeared thereto, it was by another order of the —— ordered, that the plaintiff's clerk in court ſhould attend with the record of the plaintiff's bill, in order to have the ſame decree to be taken *pro confeſſo* againſt the ſaid defendant *P.* And the clerk in court for the plaintiff attending with the ſaid record, on hearing the ſaid cauſe, *It was* by his Honour decreed, that the plaintiff's bill ſhould be taken *pro confeſſo*, and that it ſhould be referred to Mr. *A.* &c. to ſee what was due to the plaintiff from, &c. And whereas, to prevent as much as may be all further charges and expences touching the matters aforeſaid, it is by the ſaid parties hereto agreed, that the ſaid *J. W.* ſhall have ſuch time for ſale of the ſaid mortgaged premiſes, as herein after mentioned, and that all the parties hereto will join with him in ſuch ſale; and that the monies ariſing by ſuch ſale ſhall be paid to the ſaid *J. F.* and *T. P.* in ſuch manner as herein after mentioned; and that in the mean time all further proceedings in the ſaid cauſe ſhall be ſtayed in ſuch manner, and ſubject to ſuch covenants, proviſo and agreements, as are herein after mentioned and expreſſed: Now this Indenture witneſſeth, That in purſuance and performance of the ſaid recited agreement, it is hereby mutually covenanted, agreed and declared, by and between all the parties to theſe preſents, for themſelves and for their reſpective heirs, executors and adminiſtrators, in *manner as follows, viz.* That they the ſaid *J. T.* and *T. P.* do hereby covenant and agree, and give unto him the ſaid *J. W.* the full time and ſpace of ——— months, to commence from the date hereof, to procure the beſt purchaſer or purchaſers he can get to buy the ſaid mortgaged premiſes; and that they the ſaid *J. T.* and *T. P.* will then join with him the ſaid *J. W.* in the abſolute conveying thereof, to ſuch purchaſer and his heirs, and as counſel learned in the law ſhall in that behalf reaſonably adviſe; and that ſo much of the monies ariſing by ſale of the ſaid premiſes as ſhall be ſufficient for that purpoſe, ſhall in the firſt place be paid to the ſaid *J. T.* in diſcharge of all ſuch principal and intereſt monies, and all ſuch coſts and ſubſequent coſts as ſhall be then due to him by virtue of his ſaid ſecurity, and in purſuance of the ſaid recited decree, report and ſubſequent orders thereon, and from and after full payment thereof, to the ſaid *J. T.* his heirs, executors and aſſigns, and ſubject thereunto; then as to the reſidue or ſurplus of the monies ariſing by ſuch ſale of the ſaid premiſes, the ſame ſhall be paid to the ſaid *T. P.* party thereto, his heirs, executors or aſſigns, in diſcharge of all ſuch principal monies, intereſt and coſts, as ſhall be then due to him or them by virtue of the above mentioned ſecurities ſo made from the ſaid *J. W.* to the ſaid *T. P.* deceaſed, as aforeſaid, in purſuance of and according to the ſaid recited decree and ſubſequent orders: and it is hereby further mutually agreed by and between all the ſaid parties, that in caſe the monies ariſing by ſuch ſale of the ſaid premiſes ſhall not be ſufficient to pay and diſcharge to them the ſaid *J. T.* and *T. P.* parties hereto, their reſpective executors and aſſigns, all ſuch principal monies, intereſt and coſts as ſhall be then due to them in manner as aforeſaid; that then and in ſuch caſe he the ſaid *J. W.* his heirs, executors or adminiſtrators, ſhall and will out of his and their own proper monies, within the ſpace of ——— months next after ſuch ſale made of the ſaid premiſes, pay unto them the ſaid *J. T.* and *T. P.* party hereto, their reſpective heirs, executors and aſſigns, ſo much money as ſhall make good ſuch deficiency; And it is hereby further mutually agreed and declared by and between all the ſaid parties for themſelves, and for their reſpective heirs, executors and adminiſtrators, that during the ſaid ſpace of ——— months now next enſuing, no further proceedings ſhall be had, made or carried on in the ſaid Court of Chancery, or in any other court of law or equity whatſoever touching the premiſes aforeſaid; nor ſhall any action or ſuit whatſoever be brought or commenced by any or either of the ſaid parties hereunto, againſt each other during the ſaid ſpace of ——— months as aforeſaid: And the ſaid *J. W.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with each of them the ſaid *J. T.* and *T. P.* party hereto, their reſpective heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, *viz.* That he the ſaid *J. W.* or his heirs, within the ſpace of —— months now next enſuing, ſhall and will uſe his utmoſt endeavours to get ſuch purchaſer or purchaſers to buy the ſaid mortgaged premiſes for the moſt monies that can be got for the ſame, and that he the ſaid *J. W.* and his heirs ſhall and will join with them the ſaid *J. T.* and *T. P.* party hereto, and their heirs,

Time given for the ſale of mortgaged premiſes, &c.

The money how applied.

Proceedings to ſtay.

Covenant to get a purchaſer, &c.

in the abſolute conveying of the ſaid mortgaged premiſes, unto and to the uſe of ſuch purchaſer or purchaſers, and his or their heirs or aſſigns, as ſhall be reaſonably adviſed or required; and alſo that all the purchaſe monies to ariſe, or be had or made by ſale of the ſaid mortgaged premiſes, ſhall be paid to them the ſaid *J. T.* and *T. P.* party hereto, and their reſpective heirs, executors or aſſigns, in manner as aforeſaid: **And further,** That in caſe the monies ariſing by ſuch ſale of the ſaid premiſes ſhall not be ſufficient to pay to them the ſaid *J. T.* and *T. P.* all ſuch principal, intereſt monies and coſts as ſhall be then due to them as aforeſaid, that then and in ſuch caſe he the ſaid *J. W.* his heirs, executors or adminiſtrators, out of his or their own proper monies, ſhall and will, within the ſpace of ——— months next after ſuch ſale made of the ſaid premiſes, pay unto them the ſaid *J. T.* and *T. P.* party hereto, and to their reſpective heirs, executors, adminiſtrators and aſſigns, ſo much monies as ſhall be ſufficient to make good ſuch deficiency: **And whereas** the ſaid *J. W.* by his bond or obligation bearing even date with, and executed at the time of his executing, ſtands bound unto the ſaid *J. T.* his heirs, executors and adminiſtrators, in the ſum of ——— with condition thereunto written, that if the ſaid *J. W.* his heirs, executors and adminiſtrators, ſhall and do well and truly pay, perform, fulfil and keep all and every the payments, covenants, conditions and agreements mentioned and contained in this preſent indenture, that then the ſaid obligation ſhall be void and of no effect: **And whereas** the ſaid *J. W.* as a further ſecurity for performance of the ſeveral covenants and agreements herein contained, mentioned and expreſſed, hath duly executed a warrant of attorney, bearing even date herewith, and hath thereby directed to, *&c.* to enter up a judgment in the ſaid court againſt him the ſaid *J. W.* as of T. term now laſt paſt, or as of ſome other ſubſequent term, at the ſuit of the ſaid *J. T.* for the ſaid ſum of ——— debt upon the ſaid bond, (beſides coſts of ſuit) which judgment it is agreed ſhall be forthwith entered upon record againſt the ſaid *J. W.* **Provided always,** and it is hereby expreſly agreed and declared by and between all and every the parties hereunto, and the true intent and meaning of them and of theſe preſents is, that in caſe the ſaid mortgaged premiſes ſhall not be ſold within the time aforeſaid, and that the monies ariſing by ſuch ſale ſhall not be ſufficient to pay to them the ſaid *J. T.* and *T. P.* party thereto, their reſpective heirs, executors and aſſigns, the ſaid ſeveral principal ſums of money, together with intereſts and coſts in ſuch manner as herein before mentioned; and in caſe he the ſaid *J. W.* his heirs, executors or adminiſtrators, ſhall not make good ſuch deficiency in manner as aforeſaid, that then and in any or either of the caſes aforeſaid, no clauſe, covenant or agreement, or thing herein contained, ſhall be conſtrued, deemed or taken to bar, prejudice, prevent or hinder the ſaid *J. T.* in the firſt place, and afterwards the ſaid *T. P.* party hereto, their reſpective heirs, executors, adminiſtrators and aſſigns, from the obtaining, recovering and receiving of all ſuch monies as ſhall be to them then reſpectively due and owing for principal, intereſt and coſts, by virtue of the ſaid ſeveral ſecurities, and of the ſaid decree and ſubſequent orders; the ſaid recited bond and judgment bearing even date herewith, in ſuch manner as aforeſaid, any thing to the contrary thereof notwithſtanding. **And laſtly,** It is hereby mutually agreed and declared by and between all the parties to theſe preſents, that on his the ſaid *J. T.* his heirs, executors or adminiſtrators, having fully paid and performed all and every the covenants, payments and agreements herein before mentioned and contained, on his and their part to be paid, done and performed, according to the true intent and meaning of theſe preſents, that then the ſaid recited bond ſhall be by the ſaid *J. T.* delivered up to the ſaid *J. W.* his executors or adminiſtrators, to be cancelled; and alſo that then he the ſaid *J. T.* his heirs, executors or aſſigns, (at the requeſt and charge of the ſaid *J. W.* his heirs, executors or adminiſtrators) ſhall and will acknowledge ſatisfaction upon the record of the ſaid judgments, or do any other lawful act to vacate the ſame, as ſhall be reaſonably adviſed or required, and that in the mean time he the ſaid *J. T.* his heirs, executors or aſſigns, or any of them, ſhall not nor will take or ſue out any writ or writs of execution, or other proceſs or advantage whatſoever againſt him the ſaid *J. W.* his heirs, executors or adminiſtrators, or his or their real or perſonal eſtates, upon or by virtue of the ſaid bond or judgment, or either of them. **In Witneſs,** &c.

Recital of a bond to perform the covenants herein,

and warrant of attorney.

Proviſo.

In what caſe the bond, &c. to be delivered up, &c.

*The Conſideration Part may ſometimes be thus.*

——— **Now this Indenture witneſſeth,** That to prevent all further charges and expences in the ſaid cauſe, touching the matters aforeſaid, **He** the ſaid *J. W.* in purſuance and part of performance of his ſaid recited agreement, **Doth** hereby for himſelf, his heirs, executors and adminiſtrators, agree and declare, and alſo they the ſaid *J. B.* and *W. W.* do hereby likewiſe agree and declare, that no further proceedings whatſoever ſhall from henceforth be had, made or carried on in the ſaid Court of Chancery, or in any other court of law or equity whatſoever, touching the tranſactions, matters and things aforeſaid, and that the ſame ſhall from henceforth finally end and determine, and the ſame are by all and every the parties to theſe preſents hereby accordingly finally ended and determined.

*Deed of Covenants upon Sale of a Copyhold Eſtate.*

**This Indenture,** made, *&c.* **Between** *J. S.* of ——— of the one part, and *J. C.* of ——— of the other part. **Whereas** the ſaid *J. S.* by articles of agreement in writing, bearing date, *&c.* duly executed and made between him the ſaid *J. S.* of the one part, and the ſaid *J. C.* of the other part, **Did** agree for the conſideration of, *&c.* abſolutely to ſurrender and convey the ſeveral copyhold meſſuages or tenements herein after particularly mentioned, and the gardens, *&c.* thereunto belonging; **To** *the uſe* of the ſaid *J. C.* his heirs and aſſigns for ever, at the will of the Lord, according to the cuſtom of the manor of ——— in the county of ———. And in purſuance of the ſaid agreement the ſaid *J. S.* hath on the day of the date hereof ſurrendered into the hands of the Lord of the manor the premiſes aforeſaid, *viz.* **All thoſe,** &c. **To** the uſe and behoof, *&c.* at the will of the Lord, according to the cuſtom of the ſaid manor: **Now this Indenture witneſſeth,** that the ſaid *J. S.* in conſideration of the ſum of, *&c.* the receipt *&c.* and for divers other good, *&c.* **Hath** covenanted, promiſed and granted, and by theſe preſents for himſelf, his heirs, *&c.* and for every of them, **Doth** covenant, *&c.* to and with the ſaid *J. C.* his heirs and aſſigns, that he the ſaid *J. S.* at the time of the making of the ſaid herein before in part recited ſurrender,

Recital of agreement to ſurrender and convey.

Of the ſurrender.

Conſideration.

Covenants.

Lawfully ſeiſed at the ſurrender.

der, had in himſelf a good and indefeaſible eſtate of inheritance of fee-ſimple, at the will of the Lord, according to the cuſtom of the ſaid manor of ——— of and in **All and every** of the ſaid meſſuages, or tenements and premiſes ſo ſurrendered as aforeſaid, and every part and parcel thereof; **And** had a good right, and lawful and abſolute power and authority in himſelf to ſurrender the ſame, and every part thereof, to the uſe of the ſaid *J. C.* and his heirs, and in ſuch manner and form as above-mentioned; **And** that the ſame premiſes, and every part and parcel thereof, then were and was clear and free of and from all and all manner of former and other ſurrenders, charges and incumbrances whatſoever at any time heretofore made, done, committed, ſuffered or executed, or cauſed or procured to be made, *&c.* by him the ſaid *J. S.* **And alſo** that he the ſaid *J. C.* his heirs and aſſigns, and every of them, ſhall and lawfully may from henceforth from time, *&c.* hereafter, at the will of the Lord, according to the cuſtom of the ſaid manor, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and every the ſaid, *&c.* and receive and take the rents, *&c.* to his and their own proper uſe and behoof, without any manner of let, *&c.* of, from or by the ſaid *J. S.* his heirs or aſſigns, or any of them, or any other perſon or perſons whatſoever, claiming or to claim from, by or under him, them, or any of them: **And alſo** that he the ſaid *J. S.* his heirs and aſſigns, and all, *&c.* having or lawfully claiming any eſtate, *&c.* of, in or to, *&c.* by, from or under him the ſaid *J. S.* ſhall and will from time, *&c.* hereafter, within the ſpace of ſeven years next enſuing the date hereof, at the reaſonable requeſt, and at the proper coſts, *&c.* of the ſaid *J. C.* his heirs or aſſigns, or ſome of them, make, do, acknowledge, execute and ſuffer, or cauſe, *&c.* all and every ſuch further and other lawful and reaſonable act and acts, thing and things whatſoever, for the future, better, more perfect and abſolute aſſuring, ſurrendering, conveying and confirming the ſaid meſſuages, *&c.* unto the ſaid *J. C.* and his heirs for ever, at the will of the Lord, according to the cuſtom of the ſaid manor of ——— be it by recovery, according to the cuſtom of the ſaid manor of ——— ſurrender, releaſe or confirmation of all or any the ſaid ways, means, or by any other ways or means in the law whatſoever, as by the ſaid *J. C.* his heirs or aſſigns, or any of them, his, their or any of their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. **In Witneſs**, &c.

Had a right to ſurrender.

Free from incumbrances.

Quiet enjoyment.

Further Aſſurance.

*Deed of Covenants by the Vendors of Fee-Farm Rents for the ſeparate Uſe of a Feme Covert, to produce Deeds at the Requeſt of her or her Truſtees*, &c.

**THIS Indenture Tripartite**, made the 10th day of Auguſt, in the eighteenth year, *&c.* and in the year of our Lord, 1778, **Between** *A. A.* and *B. B.* both of London, Eſquires, of the firſt part, *C. C. D. D.* and *E. E.* of, *&c.* Eſquires, of the ſecond part, and *F. C.* wife of the ſaid *C. C.* of the third part. **Whereas** by indenture quinquepartite bearing even date herewith, inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſaid *A. A.* and *B. B.* of the firſt part, *G. G.* of London, Merchant, and *H. H.* of, *&c.* Gentleman, of the ſecond part, the ſaid *C. C.* and *F. C.* his wife, of the third part, the ſaid *D. D.* and *E. E.* of the fourth part, and *J. J.* of, *&c.* Gentleman, of the fifth part, the ſaid *A. A.* and *B. B.* for the conſiderations therein mentioned, have granted and conveyed divers annual or fee-farm rents and hereditaments therein particularly mentioned, unto and to the uſe of the ſaid *C. C. D. D.* and *E. E.* their heirs and aſſigns, upon the truſts, and for the purpoſes therein mentioned, being for the ſole and ſeparate uſe and benefit, and to be at the ſole and ſeparate diſpoſe of the ſaid *F.* wife of the ſaid *C. C.* in manner in the ſame indenture expreſſed. **And whereas** the ſeveral deeds, evidences and writings in the ſchedule herein under written mentioned, do concern and relate to not only the title of the ſaid rents and hereditaments in and by the ſaid indenture granted and conveyed as aforeſaid, but alſo the title of divers others rents and hereditaments by them the ſaid *A. A.* and *B. B.* lately ſold and conveyed away to divers other perſons, with whom and for whoſe benefit the ſaid *A. A.* and *B. B.* have covenanted to produce the ſame deeds, evidences and writings, or ſome of them, and therefore it hath been agreed by and between all the ſaid parties to theſe preſents, that the ſaid deeds, evidences and writings, ſhall remain in the cuſtody and power of them the ſaid *A. A.* and *B. B.* or one of them, their or one of their heirs or aſſigns, but to be by them produced in manner herein after mentioned. **Now this Indenture witneſſeth**, That in purſuance of the ſaid recited agreement, and in conſideration of the premiſes, they the ſaid *A. A.* and *B. B.* do, and each of them doth for themſelves, and each of them, their and each of their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *C. C. D. D.* and *E. E.* their heirs and aſſigns, that they the ſaid *A. A.* and *B. B.* or one of them, their or one of their heirs, executors or adminiſtrators, ſhall and will from time to time, and at any time or times hereafter, upon every reaſonable requeſt of the ſaid *F.* wife of the ſaid *C. C.* and her ſaid truſtees, or any of them, or any of their heirs or aſſigns, but at the coſts and charges of her the ſaid *F.* unleſs hindered or prevented by fire, or other inevitable accident, produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto her the ſaid *F.* or her ſaid truſtees, or any of them, or her or their heirs or aſſigns, or to her or their counſel or agent or agents, or at any trial or hearing in any court of law or equity, or otherwiſe, as occaſion ſhall be and require, all and every or any of the ſaid deeds, evidences and writings in the ſaid ſchedule mentioned, for the better evidencing, maintaining and defending the right and title of her the ſaid *F.* her heirs and aſſigns, and of her and their truſtees, in and to the ſaid rents and hereditaments ſo granted and conveyed unto and to the uſe of her ſaid truſtees, their heirs and aſſigns, in truſt as aforeſaid. **In Witneſs**, *&c.*

*(Jones.)*

Recital of the ſale.

Recital that the deeds concern alſo the title of other rents, &c.

and that it has been agreed that the vendors ſhall keep them. The Covenant to produce them.

*Deed of Covenant to indemnify a Maſter from all Coſts*, &c. *that may accrue by his Apprentice's leaving him by Conſent.*

**WHEREAS** *M. M.* ſon of *W. M.* of ——— in and by certain indentures of apprenticeſhip, bearing date, *&c.* did put himſelf apprentice to *J. L.* of ——— for the term of ſeven years, which was to commence from, *&c.* then laſt paſt, as in and by the ſaid recited indentures, relation, *&c.* **And whereas**

Recital of indenture of apprenticeſhip.

Conſent. **Whereas** the ſaid *M. M.* (with the conſent of *C. M.* of ——— widow) is deſirous to leave the ſervice of the ſaid *J. L.* and the ſaid *J. L.* is conſenting thereto: **Now theſe Preſents witneſs**, that the ſaid *C. M.* for herſelf, her heirs, executors and adminiſtrators, doth hereby covenant, *&c.* to and with ſaid *J. L.* his executors and adminiſtrators, that ſhe the ſaid *C. M.* her, *&c.* or ſome of them, ſhall and will from time to time, and all times hereafter, ſave harmleſs and keep indemnified the ſaid *J. L.* his executors, adminiſtrators and aſſigns, his and their goods and chattels, lands and tenements, from and againſt all, every and any the covenants and agreements in the ſaid recited indenture of apprenticeſhip contained, on the part and behalf of the ſaid *J. L.* to be done and performed; and alſo of, from and againſt all and all manner of coſts, charges, damages and expences, which he the ſaid *J. L.* his executors, adminiſtrators or aſſigns, or any of them, ſhall or may at any time hereafter any ways bear, ſuſtain, or be put unto, for or by reaſon or means, or on account of the ſaid indenture of apprenticeſhip, or of the ſaid *M. M.*'s leaving or departing from the ſervice of the ſaid *J. L.* **In Witneſs**, &c.

*Covenant that two Perſons ſhall pay their proportionable Shares (with a Leſſee, in Truſt for himſelf and them) of Ground Rent, rebuilding Houſes, and of ſuch Coſts, &c. as the Leſſee may be put to by Reaſon of his Name being uſed in Truſt for them all.*

**And** the ſaid *J. F.* and *E. D.* and *S.* his wife, for themſelves ſeverally and not jointly, and for their ſeveral and not joint executors and adminiſtrators, do declare, covenant and grant to and with the ſaid *M. F.* her executors, adminiſtrators and aſſigns, that they the ſaid *J. F. E. D.* and *S.* his wife, reſpectively, or their reſpective executors, adminiſtrators and aſſigns, ſhall and will well and truly pay and allow their proportionable ſhare of the ground-rent reſerved on the ſaid three recited leaſes, during, *&c.* and alſo their proportionable ſhare of the charges in pulling down and rebuilding the ſaid ——— and repairing the ſame during the continuance of the ſaid leaſes, and their proper proportionable ſhare of all ſuch coſts, charges and expences, as the ſaid *M. F.* ſhall be put unto, by reaſon of her name being uſed in the ſaid three leaſes, or of any covenant or agreement therein contained.

*Deed of Covenants from a Parcener who had purchaſed his Coparcener's Moiety, to indemnify the Vendor againſt the Debts of their Uncle (from whom the Eſtate came) and againſt any Damages, &c. by Reaſon of a Leaſe which the Covenantee had executed.*

Recital of the purchaſe made. **To all to whom** theſe preſents ſhall come, I *A. A.* of L. Gentleman, ſend greeting. **Whereas** by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe bearing even date herewith, and made or mentioned to be made between *B. B.* of *&c.* Eſquire, of the one part, and me the ſaid *A. A.* of the other part, **The** ſaid *B. B.* for the conſiderations therein mentioned, hath granted and conveyed **Unto**, and to the uſe of me the ſaid *A. A.* my heirs and aſſigns, the moiety, part or ſhare of him the ſaid *B. B.* of and in divers lands, tenements and hereditaments in the pariſhes of St. M. M. alias W. and St. L. S. or one of them, in the county of M. formerly the eſtate and inheritance of *C. C.* late of L. merchant, deceaſed, late uncle of the ſaid *B. B.* and of me the ſaid *A. A.* The agreement to indemnify the ſeller, **Now know ye**, that I the ſaid *A. A.* for and in conſideration of the ſaid grant and conveyance ſo made by the ſaid *B. B.* as aforeſaid, and in purſuance of an agreement in that behalf made between me and the ſaid *B. B.* **Do hereby** for myſelf, my heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *B. B.* his heirs, executors and adminiſtrators, in manner following: that is to ſay, **That** I the the ſaid *A. A.* my heirs, executors or adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *B. B.* his heirs, executors and adminiſtrators, and his and their lands and tenements, goods and chattels, of, from and againſt all and every the debts and engagements of the ſaid *C. C.* yet ſtanding out and unſatisfied, and for which ſaid debts of the ſaid *C. C.* any ſuit or action hath been brought, commenced or proſecuted, or ſhall at any time or times hereafter be brought, commenced or proſecued in any court of law or equity, in that part of Great Britain called England, by any perſon or perſons whomſoever, and of and from all loſs, coſts, charges, damages and expences, for or by reaſon or means of any ſuch ſuit or action, or any judgment, execution or recovery thereupon, he the ſaid *B. B.* his heirs, executors or adminiſtrators, giving due and convenient notice to me the ſaid *A. A.* my executors or adminiſtrators, of ſuch ſuit or action, and permitting me and them to make uſe of his or their names in defending the ſame. **And alſo**, that I the ſaid *A. A.* my heirs, executors or adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *B. B.* his heirs, executors and adminiſtrators, of, from and againſt all coſts, charges, damages and expences, which he or they ſhall be put unto or ſuſtain, for or by reaſon of his ſealing and executing a certain leaſe bearing date on or about 1ſt day of May 1770, of divers meſſuages, lands and tenements in or near C. L. in the pariſh of W. in the county of M. to *D. D.* Butcher. **In Witneſs**, &c.

againſt their uncle's debts.

and againſt a leaſe executed by the ſeller.

*(Newnam.)*

*Deed*

*Deed of Covenant that the Husband and Wife shall levy a Fine of the Wife's Estate to the Use of the Husband for Life, and after his Death to the Use of the Wife, and her Heirs and Assigns for ever, with Power for the Wife to limit other Uses or Estates, and charge the Premises,* &c.

THIS Indenture, made, &c. Between *T. H.* of ——— and *W.* his wife, of the one part, and *J. S.* of ——— and *W. W.* of ——— *(Trustees)* of the other part, Witnesseth, that for settling, conveying and assuring the several manors, lands, tenements and hereditaments herein after declared and expressed, and for divers other good causes, &c. He the said *T. H.* for himself, and the said *W.* his wife, Doth covenant, &c. with the said *J. S.* and *W. W.* their heirs and assigns, that he the said *T. H.* and *W.* his wife, shall and will at the costs and charges of the said *T. H.* on this side or before the end of, &c. before his Majesty's Justices, &c. levy to the said *J. S.* and *W. W.* and heirs of one of them, one or more fine, &c. Of all those, &c. and of the reversion, &c. and of all the estate, &c. by such apt and fit name and names, &c. as will effectually comprise the same; Which said fine or fines, so as aforesaid, or in any other manner or at other time levied or to be levied, shall be and enure, and are by the said parties, and every of them, declared to be and enure to the uses, intents and purposes herein mentioned, declared and expressed, (that is to say,) To the Use and Behoof of the said *T. H.* and his assigns, for and during the term of his natural life; and from and after his decease, To the Use and Behoof of the said *W. H.* her heirs and assigns for ever; Together with such powers, privileges, advantages and authorities, as are herein after mentioned and reserved, (that is to say) that it shall and may be lawful to and for the said *W. H.* at any time or times during the term of her natural life, jointly with the said *T. H.* her husband, or with any other husband she shall hereafter happen to marry, or without the consent of the said *T. H.* or any other husband, and as if she were sole and unmarried, as often as she shall see occasion, and at her will and pleasure, by any deed or deeds, writing or writings, to be by her sealed and executed in the presence of three or more credible witnesses, or by her last will and testament, attested as aforesaid, to limit or appoint any new or other use or uses, estate or estates, of, in or concerning the said manors, &c. comprised or intended to be comprised in the said fine or fines, or for and concerning any part or parts, parcel or parcels thereof, to any person or persons whatsoever, either in fee-simple, or for life or lives, or for any term or number of years absolute, determinable upon the death of any one or more person or persons, as by the same deed or deeds, writing or writings, or last will and testament, and at the like will and pleasure of the said *W. H.* to charge the said premises, or any part thereof, with the payment of any sum or sums of money in gross, or with an annual sum or sums, to be paid at such days and times, and in such manner and form, as the said *W. H.* shall, in and by such deed or deeds, writing or writings, or last will and testament, direct or limit, either with or without a power of revoking any such use or uses, estate or estates, or any other appointment hereby to be reserved to be made, and of appointing any now, or other use or uses, estate or estates, of and in the said premises, or otherwise of charging the same, or any part thereof, after such revocation made with the payment of any annuity, or other sum or sums of money, as the said *W. H.* shall in her discretion think fit. In Witness, &c.

*Covenant to indemnify and release one from a Note lost, on Payment of the Money.*

Bills and notes.

TO all, &c. *A. B.* sends greeting. Whereas *C. D.* of, &c. gave a note under his hand, dated the, &c. for ——— pounds, payable to the aforesaid *A. B.* or bearer, on demand; of which said sum of ——— pounds, ten pounds was paid the same day, and indorsed on the said note, which said note is since lost or mislaid: And whereas the said *C. D.* hath, at or before the sealing and delivery hereof, paid unto the said *A. B.* the sum of ——— pounds, remaining due on the said note, notwithstanding the same cannot be found to be delivered up, the receipt, &c. Now therefore know ye, that the said *A. B.* doth hereby for himself, his, &c. acquit, release and discharge the said *C. D.* his, &c. of and from the said bill or note, and the said sum of —— pounds, remaining due and payable thereupon, and from all actions, &c. concerning the same in any manner of wise; and the said *A. B.* for himself, his, &c. doth hereby covenant, &c. to and with the said *C. D.* his, &c. as follows; (that is to say) that he the said *A. B.* his, &c. will deliver up the said note to the said *C. D.* his, &c. to be cancelled, when and as soon as the same shall come to his or their hands or possession; And that he and they shall and will in the mean time, and until the same shall be delivered up and cancelled, save and keep harmless and indemnified the said *C. C.* his, &c. and his and their lands, &c. of and from the said note, and the said —— pounds, which were remaining due thereon, and from all actions, &c. put unto, for or concerning the said note, and the said ——— pounds, remaining thereon, and so paid to the said *A. B.* as aforesaid, to the performance whereof, &c. In Witness, &c.

*An Indenture of Covenants between two Persons touching a Suit depending on Ejectments concerning an Estate in* Ireland; *whereby, to prevent Loss by Insolvency of Tenants, a Receiver is by them appointed,* &c.

Recitals. The marriage settlement.

THIS Indenture, &c. Between the Right Honourable *M.* Viscountess Dowager of L. of the one part, and *G. F.* of, &c. Esquire, of the other part. Whereas by indentures of lease and release, &c. and made, &c. previous to the intermarriage of the said Viscountess with the said now Lord Viscount L. *a rent charge* of three hundred and twenty pounds a year was granted and settled by and of the name of, &c. and also by and out of the manor of, &c. in the county of R. in the said kingdom of the then estate of Sir *G. L.* Knight, unto the said Viscountess for and during the term of her natural life, for her jointure, *as* in and by the said in part, &c. And whereas the said marriage took effect, and the said *J.* Lord Viscount L. since departed this life, whereby the Lady Viscountess became lawfully intitled to the said rent charge or annuity of three hundred and twenty pounds *per annum* for her life, for her jointure, by virtue

As to the marriage taking effect, death of husband and his will, his wife

executrix, and proving the ſame intitled, &c.

virtue of and under the ſaid marriage ſettlement; but the ſaid Lord Viſcount L. before his death, duly made and publiſhed his laſt will and teſtament in writing, and thereby *(inter alia)* deviſed the ſaid manor of, *&c.* and all arrears of rent due out of all the aforeſaid manors and premiſes, to the ſaid *M.* Viſcounteſs Dowager of L. for and during the term of her natural life, with ſeveral remainders over, as in the ſaid will is mentioned, and appointed her ſole executrix of his ſaid will, who has ſince his deceaſe duly proved the ſame in common form, and thereby became well intitled, not only to all and every the ſaid manors and and premiſes ſo deviſed to her as aforeſaid, and to all the rents and profits thereof, from the deceaſe of the ſaid *J.* Lord Viſcount L. for and during the term of her natural life, but alſo to all and every the arrears of rent which remained due and owing from the ſame premiſes, from the reſpective tenants thereof, to and at the time of the deceaſe of the ſaid Lord Viſcount L. as by the ſaid will and probate thereof, relation *&c.* And

As to F.'s claiming title and bringing ejectments, &c. As to a ſpecial verdict thereon now undetermined.

whereas the ſaid *G. F.* claiming to be intitled to the ſaid manors and premiſes in the ſaid recited deeds and will mentioned, by virtue of the laſt will and teſtament of *G.* late Lord Viſcount L. deceaſed, (father of the ſaid *J.* Lord Viſcount L.) did as of Michaelmas term, which was in the year of our Lord 1776, bring his ejectments in his Majeſty's Court of Exchequer in Ireland, by *A. M.* Eſquire, his feigned leſſee againſt the ſaid *M.* Lady Viſcounteſs Dowager of L. and the ſeveral tenants in poſſeſſion of and for recovery of all the ſaid manors and premiſes, and the ſaid *M.* Lady Viſcounteſs Dowager of L. having appeared and made defence to the ſaid ejectments, the ſame came to be tried in the ſaid Court of Exchequer before the Barons of the ſame court in Michaelmas term, which was in the year ——— whereupon a ſpecial verdict was found by the jury that tried the ſaid ejectments, which ſpecial verdict is ſtill depending and undetermined in the ſaid court: And whereas

As to unqueſtionable title of the Viſcounteſs, &c.

the ſaid jointure or rent-charge of three hundred and twenty pounds a year of her ſaid *M.* Lady Viſcounteſs Dowager of L. and alſo the arrears of rent that were due out of the ſame to the ſaid *J.* Lord Viſcount L. to and at the time of his death, and were and are unqueſtionable and out of diſpute; the only queſtion upon the ſaid trial was and is, In whom the right of the ſaid manors and premiſes, ſubject to the ſaid yearly rent-charges and arrears of rent to the ſaid *M.* Lady, *&c.* was and is. And whereas

As to preventing loſſes of rent by preſent tenants, and the preſent agreement between parties touching the ſame being received by a receiver.

for preventing loſſes that may happen to be ſuſtained by the failing or inſolvency of any of the tenants in poſſeſſion of the ſaid lands and premiſes in queſtion, and in regard the ſame lands and premiſes lie in ſeveral counties, and at a great diſtance and aſunder from each other in the ſaid kingdom of Ireland; it is apprehended much for the benefit and conveniency of both the ſaid contending parties, that a receiver or collector of the rents and profits of the ſame eſtates ſhould be appointed to collect and receive the ſame from the ſeveral tenants of the ſame eſtates and premiſes, and to and ſet the ſame at the beſt and utmoſt yearly rent or rents, in ſuch manner as herein after mentioned and agreed upon; to the end that the ſaid *M.* Lady, *&c.* may have and receive thereout from ſuch receiver in the firſt place, not only the future payment of the ſaid rent-charge or annuity of three hundred and twenty pounds a year, and arrears thereof, and (after payment of the ſaid rent-charge and arrears to the ſaid *M.* Lady, *&c.* as aforeſaid,) by ſuch receiver or collector, from time to time, by the mutual conſent and approbation of the ſaid *M.* Lady, *&c.* and *G. F.* the remainders of the ſaid arrears and rents to be received, are to be paid into the Bank of England, in the joint names of the ſaid *M.* Lady, *&c.* and *G. F.* or lodged in the hands of ſuch perſon or perſons as they ſhall direct and appoint, for the uſe and benefit of ſuch of them, as in the event of the ſaid ſuit ſhall appear to be intitled thereto; *And* for that and other purpoſes, it has been agreed and concluded by and between the ſaid parties to theſe preſents, in the manner herein after mentioned: Now this Indenture witneſſeth,

Conſideration.

that in purſuance of the ſaid agreements, and to and for the reaſons, ends and intents herein before and herein after mentioned and declared, It is hereby mutually covenanted, declared, concluded and agreed upon, by and between the parties to theſe preſents, for themſelves, their heirs, executors and adminiſtrators reſpectively, in manner and form following, *viz.* That

A receiver appointed to receive arrears and growing rents.

the ſaid *M.* Lady, *&c.* and the ſaid *G. F.* do by theſe preſents conſent and agree, and do hereby nominate, impower and appoint *H. H.* of Dublin, in the kingdom of Ireland, Eſquire, to collect and receive all ſuch arrears of rent as were due and payable, by and out of all and ſingular the manors, lands and premiſes in queſtion, of and from the ſeveral tenants thereof, to and at the time of the death of the ſaid *J.* Lord Viſcount *L.* and alſo all the arrears of rent of the ſaid premiſes, which have accrued due and payable ſince his deceaſe, and all the future growing rents thereof; And alſo

To let and ſet. Salary.

to let and ſet the ſame lands and premiſes from time to time, at the beſt accuſtomed yearly rent that can be gotten for the ſame; And that

Deliver accounts.

the ſaid *H. H.* ſhall have ſuch yearly ſalary or allowance for collecting and receiving the ſaid rents and arrears thereof, and ſhall give his own perſonal ſecurity for his faithful behaviour in ſuch receiverſhip, as the ſaid *M.* Lady, &c. and *G. F.* ſhall from time to time mutually think fit and approve of; And alſo

To appoint deputies.

Except, &c.

that the ſaid *H. H.* ſhall from time to time, and at the end of every half year, during the time of his receiverſhip, give and deliver unto the ſaid *M.* Lady, *&c.* and *G. F.* reſpectively, a true, perfect and juſt account or accounts in writing, of all ſuch ſum and ſums of money, as he ſhall have received and paid, upon account or in reſpect of the ſaid eſtates and premiſes. And it is further mutually agreed by and between the ſaid *M.* Lady, *&c.* and *G. F.* that it ſhall and may be lawful to and for the ſaid *H. H.* (if he ſhall think fit, proper or convenient) to depute and impower any other perſon or perſons (except as herein after is excepted) in his ſtead and place, to be his deputy or deputies, attorney or attornies, under him for the purpoſes aforeſaid, ſo as the ſaid *H. H.* from time to time do anſwer and account for what ſuch deputy or deputies, attorney or attornies, ſhall do or cauſe to be done in or about the premiſes, by virtue of and under ſuch his deputation or deputations ſo to be by him made and given as aforeſaid: Provided always,

Further powers and directions.

and the true intent and meaning of theſe preſents, and of the parties to the ſame, is, and is hereby agreed and declared, that the ſaid *H. H.* ſhall not at any time or times hereafter depute or impower ——— and ——— or either of them, as his deputy or deputies, attorney or attornies, to collect and receive the rents, iſſues and profits of all or any parts of the premiſes in queſtion, nor that the ſaid *H. H.* permit or ſuffer the ſaid *H. M.* or either of them, to be any ways employed or intermeddle in the management or receiverſhip of all or any parts of the premiſes in queſtion. And it is hereby further mutually covenanted, concluded, agreed and declared, by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *H. H.* to collect and receive the rents and profits of the ſaid reſpective eſtates and premiſes, and the arrears thereof as aforeſaid (all charges, payments, allowances and diſburſements to be *bona fide* made by the ſaid *H. H.* for and on account of the ſaid eſtates and premiſes being thereout firſt allowed and deducted,) to pay or cauſe to be paid unto the ſaid *M. &c.* her order or aſſigns, by and out of the firſt monies which the ſaid *H. H.* ſhall receive or collect, by and out of the rents and profits of the ſaid eſtates and premiſes, and the arrears thereof,

the

the ſum of one hundred pounds of, &c. and which the ſaid Lady Viſcounteſs doth hereby agree to accept and take in lieu of and ſatisfaction for all her demands, for or in reſpect of the arrears of rent of all the premiſes in queſtion, that were at the time of the deceaſe of the ſaid *J.* Lord Viſcount *L.* due and payable; and in the next place pay, or cauſe to be paid unto the ſaid *M.* Lady, &c. her order or aſſigns, all ſuch arrears of her ſaid annuity or yearly rent-charge of three hundred and twenty pounds, as have accrued or become due and payable to her, by virtue of and under the ſaid marriage ſettlement as aforeſaid, ſince the deceaſe of the ſaid *J.* Lord, &c. and all the future growing payments of the ſame annuity or rent-charge, in the ſaid manner, and at ſuch time or times, as the ſame are limited and appointed to be paid to her by the ſaid marriage ſettlement; and from and after ſuch payments ſo made to the ſaid *M.* Lady, &c. her order or aſſigns, of the ſaid ſum of one hundred pounds, and the ſaid annuity and arrears thereof as aforeſaid, to pay or cauſe to be paid, as well all arrears of the rents and profits of the ſaid eſtates and premiſes in queſtion, that became due and payable from the tenants thereof, before the death of the ſaid *J.* Lord, &c. as thoſe that accrued due ſince his deceaſe, (except thoſe arrears as were or are due to the ſaid *M.* Lady, &c. as executrix of her ſaid late huſband from the above named ——— and ——— and all ſuch arrears, for which any of the tenants of the ſaid eſtates and premiſes have given notes or bonds for their reſpective rents, or that are due from any of the tenants that have quitted or gone off their reſpective farms before May 1774, which is hereby mutually agreed the ſaid Lady *L.* ſhall or may be at liberty to recover, as ſhe ſhall be adviſed, to and for her own proper uſe and benefit, but the ſaid Lady *L.* is not to diſtrain or proſecute any diſtreſs againſt any of the ſaid parties) and the ſaid rents and profits of the ſaid eſtate and premiſes in queſtion, ſo to be received and collected by the ſaid *H. H.* his deputy or deputies (over and above the ſaid ſum of one hundred pounds, and the arrears and growing payments of the ſaid annuity or yearly rent-charge of three hundred and twenty pounds, to the ſaid *M.* &c. as aforeſaid) into the bank of England, in the joint names of the ſaid *M.* &c. and *G. F.* or lodged in the hands of ſuch perſon or perſons as they the ſaid *M.* &c. and *G. F.* ſhall from time to time mutually direct and appoint, for the uſe and benefit of ſuch of them as in the event of the ſaid ſuit ſhall appear to be intitled thereunto; and further, that the charge of the remittance or return of ſuch reſidue or ſurplus money into the bank, or into ſuch hand or hands as ſhall be agreed upon as aforeſaid (in caſe any ſuch charge ſhall happen) ſhall from time to time be deducted thereout, and anſwered by ſuch of the ſaid parties, as in the event of the ſaid ſuit ſhall be intitled to ſuch reſiduum or ſurplus money. **And it is hereby further mutually covenanted and agreed** by and between the ſaid parties to theſe preſents, that in caſe the ſaid *H. H.* or his deputy or deputies, attorney or attornies, ſhall find it neceſſary to ſue or proſecute any of the tenants of the ſaid eſtates and premiſes, or their reſpective repreſentatives, for the recovery of their reſpective rents, or the arrears thereof, or to make any diſtreſs or diſtreſſes for or in reſpect thereof, and of ſuch rents, or the arrears grown due ſince the death of the ſaid *J.* Lord *L.* then and in ſuch caſe, they the ſaid *M.* Lady, &c. and *G. H.* or either of them, ſhall in no wiſe interpoſe or interrupt ſuch ſuit or ſuits, diſtreſs or diſtreſſes, to the prejudice of each other; but ſhall and will from time to time make and execute all ſuch act or acts, thing or things, as ſhall be neceſſary and requiſite for the recovery of ſuch rent or rents, and the arrears thereof, in manner as aforeſaid, from ſuch tenant or tenants, or their reſpective repreſentatives, for the intents and purpoſes aforeſaid; and that the ſaid *M.* Lady, &c. (at the requeſt of the ſaid *G. F.* if he ſhall think it neceſſary) ſhall and will, as ſoon as conveniently ſhe can, depoſit or lodge in the hand or hands of the ſaid *H. H.* all ſuch counterparts of leaſes relating to the ſaid eſtate and premiſes in queſtion, which the ſaid *M.* Lady, &c. or any other perſon or perſons in truſt for her, now have or can come by both in England and Ireland, to the end, intent and purpoſes, that ſhe and the ſaid *G. F.* or ſuch receiver or receivers ſo to be nominated and appointed as aforeſaid, or ſuch other perſon or perſons, as the ſaid *M.* Lady, &c. and *G. F.* reſpectively ſhall think proper, may have free liberty and recourſe to peruſe and inſpect, and make uſe of ſuch counterparts of leaſes, ſo to be depoſited or lodged as aforeſaid, as occaſion may require; **And it is hereby expreſsly covenanted, agreed and declared,** by and between the ſaid parties to theſe preſents, that theſe preſents, or any thing herein contained, ſhall not in any ſort or manner whatſoever impeach, leſſen or prejudice, or ſhall extend to be conſtrued to impeach, leſſen or prejudice the right, title or intereſt of either of the ſaid parties to the lands and premiſes, for which the ſaid ejectments were brought as aforeſaid, or to the rents to be received thereof as aforeſaid, or any part thereof, or ſhall give either of the ſaid parties any advantage over the other of them, in reſpect of the right or title by them, or either of them, now claimed to the ſame lands and premiſes, but their ſeveral and reſpective profits, claims and pretences as to the ſame ſhall be and remain, and is hereby declared to be and remain in the plight and condition as the ſame were before the making and executing of this preſent agreement; their true intent and meaning being only to ſecure the ſurplus of the ſaid rents and arrears of ſuch of the ſaid parties as in the event of the ſaid ſuit between them in the ſaid ejectments ſhall appear to have right thereto, and to prevent any loſs of the ſaid rents and arrears thereof by the failing and inſolvency of the ſaid ſeveral tenants of the ſaid lands and premiſes, or any of them. **In Witneſs,** &c.

*(Wood.)*

Declarations that preſent indenture ſhall not prejudice either party, as to their right in the ſuit depending.

*Covenant to pay Money according to a Proviſo in a Surrender of a Copyhold Eſtate,* &c.

**To all,** &c. *A.* &c. **Whereas** the ſaid *A.* one of the cuſtomary tenants of the manor of O. hath by a certain writing or ſurrender, bearing even date with theſe preſents, out of court ſurrendered into the hands of the Lord of the manor aforeſaid, by the rod, according to the cuſtom of the ſaid manor, by the acceptance of *B.* Steward of the ſaid manor, all thoſe three cuſtomary tenements, with the appurtenances, ſituate, &c. within the manor aforeſaid, in the tenure, &c. to which the ſaid *A.* was admitted amongſt other things, at a General Court Baron held for the manor aforeſaid, the, &c. to the uſe and behoof of *C.* of, &c. his heirs and aſſigns for ever, under a proviſo or condition nevertheleſs in the ſaid ſurrender contained, for making void thereof, upon payment to the ſaid *C.* his executors, adminiſtrators or aſſigns, of the ſum of ——— pounds, of good and lawful money, on, &c. as thereby, relation, &c. **Now know ye,** that the ſaid *A.* for himſelf, his, &c. doth covenant, &c. with the ſaid *C.* his, &c. by theſe preſents, in manner following; (that is to ſay,) That the ſaid *A.* his, &c. or ſome of them, ſhall and

and will well and truly pay, or cauſe, &c. unto the ſaid *C.* his, &c. the ſaid ſum of, &c. on, &c. without making any deduction whatſoever out of the ſame, according to the purport, limitation, and true meaning of the ſaid proviſo contained in the ſaid recited ſurrender, and in full diſcharge thereof; **And further,** that he the ſaid *A.* at the time of making the ſaid ſurrender, had in himſelf good right and lawful authority to ſurrender the ſaid premiſes, and every part thereof, unto the ſaid *C.* and his heirs, in manner as aforeſaid, and that the ſame are free from all former ſurrenders, charges and incumbrances whatſoever, made, done or committed by the ſaid *A.* or any other perſon or perſons whomſoever; **And further,** that if default ſhall happen to be made in payment of the ſaid ſum of —— pounds, or any part thereof, on, &c. contrary to the true meaning of the ſaid proviſo, and of theſe preſents; that then and from thenceforth, he the ſaid *C.* his, &c. ſhall and lawfully may, from time, &c. peaceably enter into, have, hold, occupy and enjoy the tenements and premiſes, with the appurtenances, and receive and take all the rents and profits thereof, to his and their own uſe and uſes, without any let, &c. of or by the ſaid *A.* or any other perſon or perſons whomſoever; **And laſtly,** in caſe of ſuch default of payment of the ſaid ſum of —— pounds, or any part thereof as aforeſaid, that then he the ſaid *A.* his, &c. and all others claiming or to claim any eſtate, right, title or intereſt, of, in or to the ſaid premiſes, or any part thereof, ſhall and will at all times, at the requeſt and charge of the ſaid *C.* his, &c. make, do, acknowledge, ſuffer and execute, or cauſe and procure to be made, &c. all ſuch further acts, things, ſurrenders and aſſurances, for the more perfect and abſolute ſurrendering and aſſuring the premiſes unto the ſaid *C.* his, &c. for ever, according to the cuſtom of the ſaid manor, diſcharged of the aforeſaid proviſo or condition contained in the ſaid recited ſurrender, as by the ſaid *C.* his, &c. or his or their counſel learned in the law, ſhall be reaſonably adviſed and required; and to the performance of the ſeveral covenants, payments, grants and agreements aforeſaid, the ſaid *A.* bindeth, &c. **In Witneſs,** &c.

*Deed of Covenant to a Purchaſer by the Vendor of a Manor, Scite of a diſſolved Monaſtery, Advowſon, Tithes,* &c. *that the Vendor will indemniſy the Purchaſer againſt a Rent reſerved upon the Grant from the Crown, the ſame ſuppoſed to be diſcharged, but it not appearing how.*

The ſale to the covenantee recited,

**THIS Indenture,** made the 10th day of May, in the twentieth year, &c. and in the year of our Lord, 1780, **Between** *A. A.* of, &c. Eſquire, nephew and heir of *B. B.* late of, &c. Eſquire, deceaſed of the one part, and *C. C.* of, &c. Gentleman, of the other part. **Whereas** by indentures of releaſe, and bargain and ſale intended to be inrolled in the high Court of Chancery, bearing even date with theſe preſents, and made or mentioned to be made between the ſaid *A. A.* of the one part, and the ſaid *C. C.* and *D. C.* Gentleman, his ſon and heir apparent, of the other part, the ſaid *A. A.* in conſideration of the ſum of twelve thouſand pounds of lawful money of Great Britain, therein mentioned to be to him paid by the ſaid *C. C.* and for other the conſiderations therein mentioned, **Did** grant and convey unto, and to the uſe of the ſaid *C. C.* and *D. C.* and the heirs and aſſigns of the ſaid *C. C.* in truſt for the ſaid *C. C.* his heirs and aſſigns, **All that** and thoſe the manor or manors, or reputed manor or manors of E. and F. with the rights, royalties, members and appurtenances thereof in the county of G. **And all that** the ſcite of the late diſſolved monaſtery or houſe of E. with the appurtenances thereof in the ſame county; and the park at E. aforeſaid, and the demeſnes and demeſne lands of the ſaid manor and manors, and ſcite, or any or either of them, and the rectory and advowſon of the church of E. and the glebe lands, tithes and hereditaments to the ſame rectory belonging, and divers meſſuages, lands, tenements and hereditaments in E. and F. with their appurtenances in the ſaid county of G. in the ſame indentures more particularly deſcribed, as by the ſaid indentures, relation being thereunto had, may more fully appear.

and the grant from the crown, reſerving a rent;

**And whereas** his Majeſty King Henry the Eighth, in the thirty-ſixth year of his reign, upon his granting the ſaid manors, lands, and other the premiſes from the crown, did reſerve the yearly rent or ſum of five pounds, payable therefore to the crown, as by the letters patent of the ſame King, bearing date the 10th day of May in the ſaid thirty-ſixth year of his reign may appear.

and that it doth not appear how the rent has been diſcharged, and agreement that the vendor ſhould indemnify the purchaſer.

**And whereas** it doth not appear to the ſaid *C. C.* and his counſel, how the ſaid manors, lands and premiſes ſo by him purchaſed as aforeſaid, have ſince the ſaid grant of the ſaid King Henry the Eighth been freed and diſcharged from the ſaid yearly rent or ſum of five pounds, ſo reſerved to the crown upon the ſaid letters patent as aforeſaid. **And whereas** the ſaid *A. A.* did at the time of the ſaid purchaſe, and in conſideration thereof, agree with the ſaid *C. C.* that he the ſaid *A. A.* ſhould and would at all times hereafter free, defend, ſave harmleſs and keep indemnified the ſaid *C. C.* his heirs or aſſigns, and the ſaid purchaſed premiſes, of, from and againſt the ſaid yearly rent or ſum of five pounds, and all arrears thereof.

The covenant to indemnify.

**Now this Indenture witneſſeth,** That in purſuance of the ſaid recited agreement, and in conſideration of the premiſes, he the ſaid *A. A.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs and aſſigns, that he the ſaid *A. A.* his heirs, executors and adminiſtrators, or ſome of them, ſhall and will at all times hereafter free, defend, ſave harmleſs and keep indemnified the ſaid *C. B.* his heirs and aſſigns, and every of them, **And** the ſaid manors, ſcite, park, rectory, advowſon, meſſuages, lands, tenements, tithes, hereditaments and other the premiſes ſo by him purchaſed of the ſaid *A. A.* as aforeſaid, of, from and againſt the aforeſaid yearly rent or ſum of five pounds, and every part and parcel thereof, and alſo of, from and againſt all arrears of the ſame rent, and every or any part thereof, and of, from and againſt all loſs, coſts, charges, damages and expences which he the ſaid *C. C.* his heirs, executors, adminiſtrators or aſſigns, every or any of them, ſhall at any time or times hereafter ſuſtain, expend, or be put unto for, or by reaſon, or on account of the ſaid rent, or any part thereof, or of arrears of the ſame. **In Witneſs,** &c.

*(Horſeman.)*

*Covenant from a Vendor to indemnify a Truſtee (or other Perſon) on his joining in the Sale of an Eſtate.*

AND the ſaid *A.* for himſelf, his heirs, *&c.* doth covenant, promiſe, and agree, to and with the ſaid *B.* his heirs, *&c.* by theſe preſents, that he the ſaid *A.* his heirs, *&c.* ſhall and will from time to time ſave and keep harmleſs and indemnified the ſaid *B.* his heirs, *&c.* of and from all ſuch coſts, charges, damages and expences, as he or they ſhall or may ſuſtain, or be put unto by reaſon, means or occaſion of his executing theſe preſents, and of the ſale thereby made, other than and except for any act or thing by him the ſaid *B.* ſolely done or committed, whereby or wherewith the ſaid premiſes, or any part thereof, are, ſhall or may be charged or incumbered, and whereto the ſaid *E.* and *A.* or either of them, are not, or have not been parties.

*The like.*

—— Made, or any further aſſurance to be had, made, done or executed by the ſaid —— his heirs or aſſigns, for the better ſettling and aſſuring the ſaid —— or any part thereof, to the uſe of the ſaid —— his heirs and aſſigns, other than and except, *&c.* *(as above.)*

*(Wood.)*

*Covenant to indemnify a Releaſee of an Eſtate in Truſt, from all Coſts, &c. by Reaſon of the ſaid Eſtate.*

AND the ſaid *E. O.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *R. D.* his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *E. O.* his, *&c.* or ſome of them, ſhall and will from time to time, and at all times hereafter, ſave, keep harmleſs and indemnified the ſaid *R. D.* his heirs, *&c.* and every of them, of and from all manner of coſts, charges and damages, which ſhall or may at any time hereafter happen, grow or ariſe, or be for or by reaſon of the ſaid eſtate of the ſaid *R. D.* in truſt for the ſaid *E. O.* as aforeſaid.

*Covenant that an Executor ſhall retain Part of a Stock (in an Aſſignment of Stock,) for his future Indemnity and Reimburſement of Expences.*

—— That it ſhall and may be lawful to and for the ſaid *N. P.* *(the executor)*, and the ſaid *M. B.* for herſelf, her executors, *&c.* doth covenant, promiſe and grant, to and with the ſaid *N. P.* his executors *&c.* that it ſhall and may be lawful to and for the ſaid *N. P.* and the ſaid *M. B.* doth by theſe preſents fully impower the ſaid *N. P.* his executors, *&c.* to retain in his and their hands, two hundred pounds, part of the ſaid two thouſand and ſixty-ſix pounds ſix ſhillings and one penny, joint annuity ſtock, in order to indemnify and reimburſe himſelf all ſuch ſum and ſums of money, coſts, charges and expences, as the ſaid *N. P.* ſhall be put to, bear, pay, ſuſtain or expend, in or about the execution of the truſts in him repoſed by the ſaid will of the ſaid *G. W.* or otherwiſe relating thereto.

*Covenant not to aſſign Premiſes without Notice to the Leſſor.*

AND alſo that the ſaid *A. S.* her executors, adminiſtrators or aſſigns, ſhall not nor will, during the ſaid term hereby leaſed, or any part thereof, transfer or aſſign over, let, ſet or mortgage the ſaid meſſuages and premiſes, or any part thereof, for the ſaid term of twenty-one years, or any part thereof, to any perſon or perſons whomſoever, without giving notice thereof in writing under their hands unto the ſaid Duke or his aſſigns, during the life of the ſaid Duke, or after his deceaſe, to ſuch other perſon or perſons, who for the time being ſhall be entitled to the next and immediate reverſion of the ſaid leaſed premiſes expectant on the determination of the ſaid term, or in his or their abſence, to his or their generally reputed Steward or receiver of the rents of the premiſes for the time being.

*Covenant that a Leſſee ſhall not lop Trees, but permit the Leſſor or his Servants to lop them.*

AND that the ſaid *E. G.* his executors, adminiſtrators and aſſigns, ſhall not, nor will at any time or times hereafter during the ſaid term of years hereby granted, lop, top, cut or prune any of the trees, of what ſort or kind ſoever, ſtanding, growing or being on the ſaid demiſed premiſes, or any part or parcel thereof; but ſhall and will permit and ſuffer the ſaid *H. Y.* her executors, adminiſtrators, ſervants or aſſigns, to lop, top, cut or prune the ſame trees, or any of them, when and as often as ſhe or they ſhall be minded ſo to do.

*Covenant that the Leſſee ſhall not be chargeable for any Accident by Fire.*

AND laſtly, it is covenanted, concluded and agreed, by and between the ſaid parties to theſe preſents, that the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall not by virtue of theſe preſents, or any article, clauſe and agreement herein contained, be chargeable or charged with, or anſwerable for any accidents of fire which ſhall happen during the continuance of this demiſe, and that ſuch accidents of fire are wholly excepted out of the before mentioned covenant, for keeping and leaving the premiſes in repair; and the ſaid *A. B.* his executors, adminiſtrators and aſſigns, is not, by colour of any clauſe in theſe preſents contained, to anſwer or make good any ſuch accidents, or any damage occaſioned thereby, but that the ſame are to be borne by the ſaid *T. P.* his heirs or aſſigns; any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding.

*(Wood.)*

*Deed of Covenant by a Son to maintain his Mother, or in Caſe ſhe ſhall chuſe to live from him, to pay her an Annuity; in Conſideration of a Sum in groſs paid to him by a third Perſon.*

THIS Indenture, made the 10th day of May, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of London, Girdler, of the one part, and *B. B.* Citizen and Grocer of London, of the other part. Recital of the agreement. Whereas the ſaid *B. B.* hath of his own free will, and for the love and affection that he hath and beareth unto the ſaid *A. A.* and *C. A.* his mother, and for their better maintenance and ſupport, promiſed and agreed forthwith to advance and pay unto the ſaid *A. A.* the ſum of one thouſand pounds of lawful money of Great Britain, upon the terms and agreements herein after mentioned and covenanted to be paid, done and performed on the part of the ſaid *A. A.* his heirs, executors or adminiſtrators. The covenant, Now this Indenture witneſſeth, That for and in conſideration of the ſaid ſum of one thouſand pounds to the ſaid *A. A.* in hand paid by the ſaid *B. B.* at or before the enſealing and delivery of theſe preſents, in purſuance and performance of ſuch his promiſe and agreement aforementioned, the receipt whereof he the ſaid *A. A.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *B. B.* his heirs, executors and adminiſtrators, and every of them for ever, by theſe preſents, He the ſaid *A. A.* Doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *B. B.* his executors and adminiſtrators, in manner and form following; that is to ſay, That he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and will at his and their own proper coſts and charges during ſo long time as the ſaid *C. A.* ſhall think fit to live and cohabit with the ſaid *A. A.* his heirs, executors or adminiſtrators, allow and provide for the ſaid *C. A.* ſuitable and convenient diet, lodging, waſhing, and other neceſſaries of all ſorts; And in Caſe of her removal or living apart from him and them, ſhall and will during all ſuch time as ſhe ſhall ſo live apart, pay or cauſe to be paid unto the ſaid *C. A.* the yearly ſum of forty pounds of lawful money of Great Britain, by four equal quarterly payments, for and towards her ſupport and maintenance, the firſt payment whereof to begin and be made at the end of three kalendar months next after ſuch her removal or living apart, to the end and intent that the ſaid *C. A.* may by the ways and means aforeſaid, be ſuitably and regularly ſupported, maintained and provided for at all times during her natural life. In Witneſs, &c.

to maintain her,

or on her removal to pay her a yearly ſum.

*Deed of Covenant from the original Landlord of other Houſes to a Leſſee of another Tenement, to have the Benefit of Lights, &c.*

TO all to whom theſe preſents ſhall come, *F. S.* of, &c. Gentleman, ſendeth greeting. Recitals. As to his being ſeiſed, &c. of premiſes. Whereas the ſaid *F. S.* is ſeiſed to him and his heirs of and in a certain piece of ground, and ſeveral other meſſuages or tenements erected, called or known by the name of G.'s Rents, *alias* New Court, ſituate, &c. now in the tenure or occupation of him the ſaid *F. S.* his under-tenants or aſſigns: And whereas *F. P.* of L. widow and relict of *H. P.* late Citizen, &c. deceaſed, is intereſted and poſſeſſed of and in a certain meſſuage or tenement, with its appurtenances, commonly called or known by the name or ſign of the Sugar Loaf, ſituate, &c. which at the time of the ſaid *H. P.*'s death, and for ſeveral years were in the poſſeſſion of him the ſaid *H. P.* his under-tenants or aſſigns: And whereas there are ſeveral window-lights on the north ſide of the ſaid meſſuage or tenement, late in the poſſeſſion of him the ſaid *H. P.* and now of the ſaid *F. P.* which open or look into the ſaid ground called New Court, belonging to the ſaid *F. S.* as aforeſaid; and it is affirmed and inſiſted upon by the ſaid *F. S.* that the ſaid meſſuage or tenement called the Sugar Loaf, had no right to make the ſaid window-lights to open or look into the ſaid ground of the ſaid *F. S.* and therefore the ſaid *F. S.* in the life-time of the ſaid *H. P.* did erect blinds againſt the ſaid window-lights, to prevent and obſtruct the ſaid *H. P.* from having the benefit of the ſaid lights into the ſaid ground of the ſaid *F. S.* and thereupon the ſaid *H. P.* in his life-time did come to an agreement with the ſaid *F. S.* to pay him a certain ſum of money for the benefit of the ſaid lights for a certain term of years to come, rather than engage himſelf in a ſuit of law with the ſaid *F. S.* touching the right thereof: And whereas ſince the death of the ſaid *H. P.* and the ſaid *F. P.* hath come to an agreement with the ſaid *F. S.* to give him the ſum of twenty guineas for the peaceable enjoyment of the ſaid lights, for ſuch a term of years as herein after mentioned: Now know ye, that the ſaid *F. S.* (for and in conſideration of the ſaid ſum of twenty guineas to him in hand paid by the ſaid *F. P.* at or before, &c. the receipt, &c.) Doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *F. P.* her executors and adminiſtrators, by theſe preſents, that ſhe the ſaid *F. P.* her executors and adminiſtrators, and all other the tenants and occupiers of the ſaid meſſuage or tenement called the Sugar Loaf, ſhall and may from time to time, and at all times hereafter, for and during and until the Feaſt-Day of St. Michael the Archangel, which will be in the year of our Lord ———, peaceably and quietly hold, poſſeſs and enjoy the

As to the other tenant's poſſeſſion of the other houſe adjoining.

As to ſuch tenants, landlord having no right to the lights therein, &c.

And of blinds being put up, &c.

And as to agreement for having benefit thereof, for a term, &c. Conſideration.

the full and free liberty, benefit and advantage of the ſaid ſeveral lights into the ſaid ground called New Court, in ſuch manner as they now are and have been heretofore held and enjoyed by the tenants or occupiers of the ſaid meſſuage or tenement called the Sugar Loaf, without any manner of let, hindrance, moleſtation or interruption of or by the ſaid *F. S.* his heirs, executors, adminiſtrators and aſſigns, or any or either of them, or of or by any other perſon or perſons whomſoever, having or claiming any right, title or intereſt, of, in or to the ſaid piece or parcel of ground called New Court. In Witneſs, &c.

*Covenant that a Releaſee in Truſt will convey the Premiſes to the Perſon, his Heirs or Aſſigns, for whoſe Uſe the Premiſes were releaſed.*

AND the ſaid *R. D.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *E. O.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *R. D.* his heirs and aſſigns, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *E. O.* his heirs and aſſigns, convey and aſſure all and ſingular the ſaid ——— in and by the ſaid recited indenture of releaſe granted and releaſed, and every part and parcel thereof, with their and every of their appurtenances, and all his and their intereſt therein, unto the ſaid *E. O.* his heirs and aſſigns for ever, or unto any other perſon or perſons, in ſuch ſort, manner and form, as by the ſaid *E. O.* his heirs and aſſigns, or his or their counſel learned in the law ſhall be reaſonably deviſed, or adviſed or required, ſo as the ſame conveyance or aſſurance contain no further or other warranty than againſt the ſaid *R. D.* his heirs and aſſigns.

*Covenant that if the Mortgagor of a Leaſe for Lives, fail to renew the Leaſe on the Death of any of the Nominees, the Mortgagees may renew it, and then the Premiſes to ſtand charged for the Expences,* &c.

AND (laſtly) it is hereby covenanted, concluded, declared and agreed, by and between all the ſaid parties to theſe preſents, that if the ſaid *H. H.* ſhall at any time after the death of any of the perſons named as lives in the ſaid leaſe, and requeſt to him made by the ſaid *H. W. B. U.* and *E. G.* their heirs or aſſigns, refuſe or neglect to renew and take a new leaſe for three lives, from the perſons who for the time being ſhall have power to grant the ſame, and to pay the fine and other charges and expences incident and uſually paid on the renewing the ſame; that then and in ſuch caſe it ſhall and may be lawful to and for the ſaid *H. W. B. U.* and *E. G.* their heirs and aſſigns, to ſurrender the preſent leaſe and renew the ſame, and take a new one in their own names, or the name or names of any other perſon or perſons, and to diſburſe and lay out ſuch fine, charges and expences, as ſhall be payable and occaſioned as aforeſaid, and in ſuch new leaſe, the leaſehold premiſes aforeſaid ſhall remain and be ſecurity to the ſaid *H. W. B. U.* and *E. G.* their heirs, executors, adminiſtrators and aſſigns, as well for the payment of all ſum and ſums of money, as ſhall be diſburſed or laid out by them, or any of them as aforeſaid, together with lawful intereſt for the ſame, as for the payment of the ſaid principal ſum of five hundred pounds, and intereſt for the ſame, after the rate aforeſaid, and ſhall not be redeemed or redeemable, until all ſuch ſum and ſums of money, and the intereſt thereof, ſhall be fully paid and ſatisfied to the ſaid *H. W. B. U.* and *E. G.* their heirs, executors, adminiſtrators or aſſigns; Any thing herein contained to the contrary, *&c.*

*Deed of Covenants by the Vendor of Lands to indemnify the Purchaſer againſt an old Mortgage-Term which was paid off, and ought to be aſſigned to attend the Inheritance, but cannot be found; with Recitals of the antecedent Tranſactions.*

THIS Indenture, made the 2d day of June, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of, *&c.* Eſquire, eldeſt ſon and heir of *A. A.* late of, *&c.* Eſquire, deceaſed, by *B. A.* of, *&c.* late his wife, which ſaid *A. A.* deceaſed, was ſon and heir of *C. A.* late of, *&c.* Eſquire, alſo deceaſed, of the one part, and *D. D.* of E. in the pariſh of E. in the county of L. Eſquire, of the other part. Whereas by indentures of leaſe and releaſe, and bargain and ſale inrolled in the high Court of Chancery, the leaſe bearing date the day next before the releaſe and bargain and ſale, and the releaſe and bargain and ſale, being tripartite, bearing date the day next before the day of the date hereof, and made or mentioned to be made between the ſaid *A. A.* party hereunto, of the firſt part, the ſaid *D. D.* of the ſecond part, and *F. F.* of, *&c.* of the third part, and fine and recovery intended and agreed to be thereupon levied and ſuffered, the ſaid *A. A.* party hereunto, in conſideration of the ſum of eight thouſand pounds of lawful money of Great Britain, in the ſame releaſe and bargain and ſale mentioned to be to him, or by his order and direction paid by the ſaid *D. D.* and for other the conſiderations therein mentioned, hath conveyed and aſſured unto, and to the uſe of the ſaid *D. D.* his heirs and aſſigns, All that the manor or lordſhip, or reputed manor or lordſhip of E. alias E. alias F. With all rights, royalties, members and appurtenances thereof in the counties of L. and N. or one of them, and the capital meſſuage or manſion-houſe of him the ſaid *A. A.* party hereunto, in E. aforeſaid, commonly called E. now in the tenure or occupation of the ſaid *D. D.* with the buildings, park, ground and hereditaments thereunto belonging or appertaining, or therewith uſed or enjoyed, and divers meſſuages, farms, lands, tenements, tithes, woodgrounds and hereditaments in E. E. and E. ſome or one of them, in the ſaid county of L. in the ſaid indentures particularly mentioned and deſcribed, with their appurtenances, and all other the meſſuages, lands, tenements and hereditaments whatſoever of him the ſaid *A. A.* party hereunto, in the ſaid places laſt named, every or any of them, or in any town or towns, or place or places, to them or any of them near or adjoining. And whereas by indenture bearing date the 9th day of June, which was in the year of our Lord 1762, and made or mentioned to be made between the ſaid *C. A.* of the firſt part, Sir *G. G.* of, *&c.* Baronet, and *H. H.* of, *&c.* Eſquire, both ſince deceaſed, of the ſecond part, and *J. J.* and *L. L.* of the third part, in conſideration of the ſum of two thouſand pounds in the ſame indenture mentioned to be paid to

The purchaſe, by deeds of leaſe, releaſe, and bargain and ſale, recited, and fine and recovery ſo levied, &c.

And the deed of the vendor's grand-father, whereby the mortgage term

was raiſed, with the uſes thereof.

to the ſaid *C. A.* by the ſaid Sir *G. G.* and *H. H.* the ſaid *C. A.* did grant, bargain and ſell the ſaid manor, and moſt part of the ſaid meſſuages, farms, lands, tenements, tithes, wood grounds, hereditaments and premiſes, with their appurtenances, unto the ſaid Sir *G. G.* and *H. H.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date of the ſame indenture, for the term of five hundred years, without impeachment of waſte, by way of mortgage, under a proviſo to be void on payment of the ſum of two thouſand pounds principal money, and intereſt for the ſame, at the rate of five pounds *per cent. per annum*, by the *C. A.* his heirs, executors, adminiſtrators or aſſigns, or any of them, unto the ſaid Sir *G. G.* and *H. H.* their executors, adminiſtrators or aſſigns, at the days and times therein for that purpoſe limited, and long ſince paſt, upon the truſts, and for the purpoſes therein mentioned or referred to.

And the truſt of the mortgage-money, to be laid out and ſettled *præut*, and articles previous to the marriage of the vendor's father and mother,

**And whereas** the ſaid principal ſum of two thouſand pounds was truſt-money, which at or before the time of ſecuring the ſame, upon and by virtue of the ſaid recited mortgage was intended and agreed to have been laid out in the purchaſe of freehold meſſuages, lands or hereditaments, to have been ſettled upon, and for the benefit of the ſaid *C. A.* and *M.* his then wife, and their firſt and other ſons in tail male. **But** afterwards previous to the marriage of the ſaid *A. A.* ſenior, with the ſaid *B. A.* it was by articles of agreement dated the 2d day of May 1766, between the ſaid *C. A.* and the ſaid *A. A.* ſenior, of the one part, and *N. N.* Eſquire, and the ſaid *B. A.* by her then name of *B. N.* of the other part, among other things agreed, that the ſaid mortgaged manor, meſſuages, lands, hereditaments and premiſes, ſhould among other lands and hereditaments be ſettled upon, and for the benefit of the ſaid *A. A.* ſenior, and the ſaid *B.* his then intended wife, and their iſſue, in manner therein expreſſed, which was afterwards done accordingly, by indentures of leaſe and releaſe dated the 1ſt and 2d days of June 1776; **And that** the ſaid two thouſand pounds ſhould be paid off, with part of the portion of her the ſaid *B. A.* then *B. N.* and that the ſaid *C. A.* ſhould receive the ſame two thouſand pounds, when ſo paid off, to his own uſe. **And** by decree in Chancery, made on or about the 8th day of June in the ſixth year of the late Queen Anne, in a cauſe between the ſaid *C. A.* and *M.* his then wife, plaintiffs, and the ſaid *A. A.* ſenior, and the ſaid *B.* his then wife, and the ſaid Sir *G. G.* and *H. H.* defendants, **It was** *(inter alia)* **ordered**, that the ſaid two thouſand pounds due on the ſaid mortgaged manor and premiſes ſhould be forthwith paid off with part of the ſaid *B. A.*'s portion therein mentioned, and that the ſaid *A. A.* ſenior, and Sir *G. G.* and *H. H.* ſhould aſſign the ſame two thouſand pounds, ſo as the ſaid *C. A.* his executors and adminiſtrators, might after the death of the ſaid *M. A.* diſpoſe thereof as he ſhould think fit, for his own uſe and benefit; **And that** the ſaid mortgage for the ſame ſhould be aſſigned to attend the uſes and eſtate in and by the ſaid articles agreed to be granted and limited of the ſaid mortgaged manor and premiſes. **And whereas** it is ſuppoſed and alledged, that the ſaid *C. A.* ſoon after the ſaid decree, actually received and converted to his own uſe the ſaid whole ſum of two thouſand pounds, out of part of the ſaid *B. A.*'s portion, but the ſaid mortgaged manor and premiſes, and the then reſidue of the ſaid term of five hundred years therein were not thereupon, nor at any time afterwards, aſſigned according to the direction of the ſaid decree, to attend the inheritance of the ſame premiſes, and the uſes and eſtates thereof, by the ſaid articles agreed to be granted or limited, and which by the ſaid laſt mentioned indentures of leaſe and releaſe were thereof granted or limited accordingly. **And whereas** upon the moſt diligent ſearch for the ſaid recited indenture of mortgage the ſame cannot at preſent be found, nor can any diſcovery be made what is become thereof; and therefore previous to the ſaid recited conveyance of the ſaid manor, meſſuages, lands, hereditaments and premiſes, by and from the ſaid *A. A.* party hereunto, unto and to the uſe of the ſaid *D. D.* his heirs and aſſigns as aforeſaid, the ſaid *A. A.* party hereunto, did undertake and agree to free, defend, ſave harmleſs and keep indemnified the ſaid *D. D.* his heirs and aſſigns, and the ſame manor, meſſuages, lands, hereditaments and premiſes, and every part thereof, of, from and againſt the ſaid recited mortgage, and all principal monies and intereſt which at any time hereafter ſhall appear, or be claimed, or pretended to be due thereupon, and of, from and againſt all ſuits commenced or brought an account thereof, and all loſs, coſts, charges, damages and expences to be ſuſtained or occaſioned thereby in manner herein after mentioned.

and deeds of leaſe and releaſe purſuant to the articles, and a decree in Chancery, to aſſign the mortgage-money ſubject to the diſpoſal of the vendor's grand-father after the death of his then wife, and the term to attend the inheritance, and that it is ſuppoſed the grandfather received the whole money, but the term was not aſſigned to attend the inheritance, nor can be found, and that the vendor had agreed to indemnify the purchaſer againſt it.

The covenant to indemnify the purchaſer.

**Now this Indenture witneſſeth**, that in purſuance of the ſaid laſt recited undertaking and agreement, and in conſideration of the premiſes, he the ſaid *A. A.* party hereunto, doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *D. D.* his heirs and aſſigns, that he the ſaid *A. A.* party hereunto, his heirs, executors and adminiſtrators, or ſome of them, ſhall and will from time to time, and at all times hereafter, free, defend, ſave harmleſs and keep indemnified him the ſaid *D. D.* his heirs and aſſigns, and every of them, and the ſaid manor, capital meſſuage, meſſuages, farms, lands, tenements, tithes, wood grounds, hereditaments and premiſes ſo to him and them conveyed as aforeſaid, and every part thereof, of, from and againſt the ſaid recited indenture of mortgage, and all meſne aſſignment or meſne aſſignments made or pretended to be made thereof, except an aſſignment already made, or mentioned to be made of the ſame, by the executors of the ſaid *H. H.* the ſurviving truſtee therein named, unto *P. P.* his executors, adminiſtrators and aſſigns, in truſt for the ſaid *D. D.* his heirs and aſſigns, and alſo of, from and againſt all principal monies and intereſt which at any time hereafter ſhall appear to be due or owing, or ſhall be claimed, or pretended to be due or owing unto the executors, adminiſtrators, creditors or aſſigns of the ſaid *C. A.* or any other perſon or perſons whomſoever, upon or by virtue of or under the ſaid mortgage, or any aſſignment or aſſignments thereof, except as aforeſaid, and alſo of, from and againſt all actions, ſuits, trials, entries, ejectments, evictions, claims and demands whatſoever already had, made, commenced, brought or proſecuted, or hereafter to be had, made, commenced, brought or proſecuted by the ſaid executors, adminiſtrators, creditors or aſſigns of the ſaid *C. A.* or any other perſon or perſons whomſoever claiming or deriving, or pretending to claim or derive any eſtate, right, title, truſt or intereſt, at law or in equity, of, in, to or out of the ſaid manor, capital meſſuage, meſſuages, lands, tenements, tithes, wood grounds, hereditaments and premiſes, or any of them, or any part thereof, by virtue of, or under the ſaid mortgage, or any meſne aſſignment or aſſignments thereof, except as aforeſaid, and of, from and againſt all loſs, coſts, charges, damages and expences, which he the ſaid *D. D.* his heirs and aſſigns, or any of them, ſhall ſuſtain, expend, or be put unto, for or by reaſon, or on account of any ſuch action, ſuit, trial, entry, ejection, eviction, claim or demand as aforeſaid. **In Witneſs**, &c.

*(Horſeman.)*

*Covenant that an intended Huſband will pay the intended Wife's Mother a yearly Rent reſerved to her, on aſſigning Premiſes for the Wife's Portion, and that in Conſideration thereof the Wife's Mother will indemnify him from Ground Rent, Coſts, Charges, &c. in Reſpect of the Premiſes.*

AND the ſaid *T. R.* for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, *&c.* with the ſaid *E. H.* her executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *T. R.* his executors, adminiſtrators or aſſigns, the ſaid yearly rent or ſum of ——— at ſuch time and in ſuch manner as herein before mentioned, for and during the term of ——— according to the intent and true meaning of theſe preſents: And (in conſideration thereof) the ſaid *E. H.* for herſelf, her heirs, executors and adminiſtrators, doth covenant, *&c.* with the ſaid *T. R.* his executors, adminiſtrators and aſſigns, by theſe preſents, that ſhe the ſaid *E. H.* her executors and aſſigns, or ſome of them, ſhall and will from time to time during the continuance of the ſaid ſeveral terms of ——— well and ſufficiently ſave harmleſs and keep indemnified the ſaid *T. R.* his executors, *&c.* and his and their goods and chattels, lands and tenements, from and againſt the ground rent reſerved and payable to, for and in reſpect of the ſaid meſſuage or tenement, together with the ſaid other meſſuages or tenements of the ſaid *E. H.* and of, from and againſt all coſts, charges, damages and expences which he the ſaid *T. R.* his executors, *&c.* or any of them, ſhall or may bear, ſuſtain, or be put unto, for, by reaſon or means, or on account of the ſaid ground-rent, or yearly rent ſo reſerved and payable to ——— as aforeſaid, for or in reſpect of the ſaid premiſes, or any of them, or any part or parcel thereof. In Witneſs, &c.

*Covenant that the Huſband ſhall pay the Wife an Annuity during her Life.*

——— *(To the wife's truſtee)* That he the ſaid *G. G.* his executors or adminiſtrators, or ſome or one of them, ſhall and will well and truly pay unto the ſaid *A.* his wife, or her aſſigns, during the term of her natural life, for and towards her better ſupport and maintenance, One Annuity, or yearly ſum of —— of lawful *&c.* free and clear of all taxes, charges and deductions whatſoever; the ſaid annuity or yearly ſum of —— to be paid and payable to her the ſaid *A. G.* and her aſſigns during her natural life, at or upon the four moſt uſual feaſts or quarter-days, *viz.* on —— or within ten days next after each of the ſaid quarter-days, by four equal proportions; the firſt quarterly payment thereof to begin and be made on —— next, or within —— days then next following.

*Covenant that the intended Wife during the Coverture may make Deeds, or a Will of Freehold and Leaſehold Eſtates, Stocks, &c. in Caſe of no Iſſue.*

AND further, that (for and notwithſtanding any act, matter or thing whatſoever by him the ſaid *J. E. (the intended huſband)* to be had, made, done, committed, executed, ſuffered or aſſented unto) it ſhall and may be lawful to and for the ſaid *M. K.* his intended wife, at any time or times during her coverture, and at all times (in caſe of no iſſue of the ſaid intended marriage living who ſhall be intitled to the ſaid hereby granted and releaſed freehold hereditaments and premiſes, and alſo to the ſaid leaſehold meſſuages, lands and premiſes, and to the ſaid annuities, ſtocks, and other the perſonal eſtate of her the ſaid *M. K.* in manner as aforeſaid; *Subject nevertheleſs* to the limitation and proviſion herein before made, limited and provided, *in truſt* for the ſaid *J. E.* in caſe he ſhall ſurvive the ſaid *M. K.* his intended wife, of and in the ſaid reſpective premiſes, upon the ſeveral contingences aforeſaid) to make ſuch deed, writing or will in manner aforeſaid, and thereby give, direct, limit, appoint and diſpoſe, as well of the ſaid hereby granted, releaſed and aſſigned freehold and leaſehold meſſuages, lands, hereditaments and premiſes, and alſo of the ſaid —— pounds capital ſtock out of the ſaid annuities, ſtocks, and other the premiſes to be by her diſpoſed of as aforeſaid, to ſuch perſon or perſons, and to and for ſuch uſes, truſts, intents and purpoſes, and in ſuch manner and form as ſhe the ſaid *M. K.* (notwithſtanding her ſaid intended coverture, and whether ſole or covert) ſhall at any time think fit; And that the ſaid *J. E.* his heirs, executors and adminiſtrators, and all and every other perſon and perſons whomſoever claiming or to claim by, from or under him or them, ſhall not queſtion, controvert, obſtruct or hinder ſuch diſpoſition of her the ſaid *M. K.* of and in the ſaid reſpective premiſes ſo to be by her given and diſpoſed of as aforeſaid. And further, that all and all manner of ſuch gifts and diſpoſitions whatſoever to be by her the ſaid *M. K.* ſo made and done, as well of the ſaid hereby releaſed and aſſigned freehold and leaſehold meſſuages, lands, tenements, hereditaments and premiſes, as alſo of the ſaid ſum of —— pounds herein before appointed to be by her the ſaid *M. K.* given and diſpoſed of out of the ſaid annuities, ſtock, and other the premiſes ſo aſſigned, upon the truſts aforeſaid, ſhall at all times be as good and effectual in the law as if he the ſaid *J. E.* had himſelf joined in the ſame with them the ſaid truſtees, or with her the ſaid *M. K.* or as if ſhe were a feme ſole.

*Covenant from the intended Huſband to the Truſtees, that in Caſe the intended Wife does not before the Marriage transfer Stocks, &c. he will join with her in transferring the ſame, ſubject to ſeveral Truſts.*

AND the ſaid *J. E.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant, and agree to and with the ſaid *J. S.* and *C. P.* their executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that is to ſay) That in caſe it ſhall ſo happen that the ſaid *M. K.* ſhall not before the ſolemnization of the ſaid intended marriage transfer and aſſign, in the proper books for the purpoſe, unto the ſaid *J. S.* and *C. P.* the before mentioned long exchequer annuities, and other the ſtocks and premiſes transferred,

transferred, or to be transferred as aforeſaid, or any of them, that then and in ſuch caſe he the ſaid *J. E.* ſhall at any time, upon the requeſt made to him by the ſaid *J. S.* and *C. P.* or either of them, their or either of their executors or adminiſtrators, join with the ſaid *M. K.* his intended wife, in the transferring and aſſigning of the ſaid long exchequer annuities, ſtocks, and other the ſame premiſes herein before agreed and declared to be transferred as aforeſaid, unto them the ſaid *J. S.* and *C. P.* their executors and adminiſtrators, (*Subject nevertheleſs* to the ſeveral truſts, and to the intents and purpoſes herein before mentioned and declared touching the ſaid premiſes, or any part thereof;) And that he the ſaid *J. E.* ſhall do any further reaſonable act or acts for the purpoſes aforeſaid.

*Covenant that the Huſband ſhall permit the Wife to live ſeparate from him, and to follow ſuch Buſineſs as ſhe pleaſes,* &c. *notwithſtanding her Coverture.*

——— Doth hereby for himſelf, his executors and adminiſtrators, and for every of them, covenant, promiſe and agree, to and with the ſaid *A. (the truſtee)* his executors, adminiſtrators and aſſigns, and doth alſo agree with the ſaid *A.* his wife, in manner and form following, (that is to ſay) That it ſhall and may be lawful to and for the ſaid *A.* his wife, and that he the ſaid *G. G.* ſhall and will permit and ſuffer her the ſaid *A.* from time to time, and at all times from henceforth during her natural life, to live ſeparate and apart from him, and to reſide and be in ſuch place and places, and in ſuch family and families, and with ſuch relations, friends and other perſons, and to follow and carry on ſuch trade and buſineſs, as ſhe the ſaid *A.* from time to time, at her will and pleaſure, (notwithſtanding her preſent coverture, and as if ſhe were a feme ſole and unmarried) ſhall think fit; And that he the ſaid *G. G.* ſhall not, nor will at any time or times hereafter, ſue her the ſaid *A.* in the Eccleſiaſtical Court, or any other court, for living ſeparate and apart for him; or compel her to cohabit with him; or to ſue, moleſt, diſturb or trouble her for ſuch living ſeparate and apart from him, or any other perſon or perſons whatſoever for receiving, harbouring or entertaining her. And ſhall or will without the conſent of the ſaid *A.* viſit her, or knowingly come into houſe or place where ſhe ſhall or may dwell, reſide or be; nor ſend or cauſe to be ſent any letter or meſſuage to her; nor ſhall or will at any time hereafter claim or demand any of the monies, rings, jewels, plate, clothes, linen, woollen, houſhold goods or ſtock in trade, which ſhe the ſaid *A.* now hath in her cuſtody, power or poſſeſſion, or which ſhe ſhall or may, at any time hereafter buy or purchaſe, or which ſhall be deviſed or given to her, or ſhall otherwiſe acquire, and that ſhe ſhall and may enjoy, and abſolutely diſpoſe of the ſame, as if ſhe were a feme ſole and unmarried.

*Covenant that the Huſband will live ſeparate from his Wife, and that the Wife may continue in the Houſe ſhe is in, and have the Uſe of the Goods,* &c.

——— That the ſaid *T. J.* (*the huſband*) for himſelf, &c. doth covenant, promiſe and agree, to and with the ſaid *A. B.* (*the truſtee*) his executors, adminiſtrators and aſſigns, in manner following; that is to ſay, That he the ſaid *T. J.* ſhall and will from henceforth, for and during his natural life, live ſeparate and apart from his ſaid wife *B.* and ſhall not nor will hereafter cohabit, abide or dwell with her as his wife, nor uſe or frequent her company or converſation at any time or times hereafter, or otherwiſe than as he may or might lawfully do with a ſtranger: And further, that it ſhall and may be lawful to and for the ſaid *B.* and her aſſigns, for and during her natural life, and the ſeparation aforeſaid, to dwell and inhabit in the houſe in ——— wherein ſhe now dwells, and have the uſe and occupation of the goods, chattels, plate, jewels and houſhold ſtuff therein now ſtanding and being in the ſchedule to theſe preſents annexed, without any moleſtation or diſturbance of or by the ſaid *T. J.* his heirs or aſſigns, or any other perſon or perſons lawfully claiming or to claim by, from or under him, them, or any of them, ſhe the ſaid *B.* from time to time paying and diſcharging the ground rent of the ſaid houſe, and keeping the ſame in good and ſubſtantial repair.

(*Wood.*)

*Covenant that the Wife ſhall have the Diſpoſal of her Jewels,* &c. *and take her Share of her Huſband's Perſonal Eſtate, according to the ancient Cuſtom of* London.

——— The ſaid *J. B.* (*the huſband*) doth for, &c. covenant, &c. to and with the ſaid (*the truſtees*) their heirs, &c. that in caſe the ſaid intended marriage ſhall be had and ſolemnized, and the ſaid *C. G.* (*the wife*) ſhall happen to ſurvive the ſaid *J. B.* her intended huſband, ſhe the ſaid *C. G.* ſhall and may have, receive, retain and keep to her own uſe, over and above the other proviſions hereby made or agreed to be made for her, All the watches, rings, necklaces, buckles, diamonds, jewels, and other ornaments of her body, whereof or wherein ſhe is now poſſeſſed or intereſted, and all ſuch other watches, rings, necklaces, buckles, diamonds, jewels, and other ornaments of her body, which he the ſaid *J. B.* her intended huſband, or any other perſon or perſons, ſhall at any time hereafter give to the ſaid *C. G.* or which ſhe ſhall purchaſe with her own money, without being in any wiſe anſwerable for the ſame, or any part thereof, and without any lawful let, ſuit, hindrance, moleſtation or interruption of or by the ſaid *J. B.* his executors, adminiſtrators, creditors, debts or engagements, or any other perſon or perſons claiming or to claim by, from or under him, them, or any of them; And alſo have, receive and enjoy, over and above the *proviſions* aforeſaid, ſuch part or ſhare of the perſonal eſtate of the ſaid *J. B.* her intended huſband, as according to the ancient cuſtom of the city of London ſhall belong to her: the ſaid late act of parliament for altering the cuſtom of the city of London in any wiſe notwithſtanding, or as would have belonged to her in caſe the ſaid act had never been made.

(*Wood.*)

*Deed*

*Deed of Covenant to levy a Fine to corroborate a Mortgage for Years to ſecure ſeveral Sums to a Man and his Wife, and two more; the ſame Lands, &c. having before been mortgaged in Fee to the ſame Perſons, and to one more who is paid off. The Uſe (ſubject to the Mortgage) to the Mortgagor in Fee.*

THIS Indenture Tripartite, made the 4th day of May, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of, &c. and *B.* his wife, *C. C.* of, &c. and *D.* his wife, and *E. E.* and *F. E.* of, &c. ſpinſter, (which ſaid *B.* wife of the ſaid *A. A. D.* wife of the ſaid *C. C. E. E.* and *F. E.* are the daughters of *G. E.* of, &c. Merchant) of the firſt part, the ſaid *G. E.* of the ſecond part, and *H. H.* of, &c. of the third part. Whereas by indentures of leaſe and releaſe, bearing date reſpectively on or about the 1ſt and 2d days of April, which was in the year of our Lord 1772, and made or mentioned to be made between the ſaid *G. E.* of the one part, and the ſaid *E. E.* and *F. E.* and the ſaid *B.* now wife of the ſaid *A. A.* and the ſaid *D.* now wife of the ſaid *C. C.* by their then names of *B. E.* and *D. E.* of the other part, in conſideration of the ſum of two thouſand pounds, *viz.* five hundred pounds a-piece therein mentioned to be paid by the ſaid *E. F. B.* and *D. E.* unto the ſaid *G. E.* he the ſaid *G. E.* did grant, releaſe and convey unto the ſaid *E. E. F. E. B. E.* and *D. E.* their heirs and aſſigns, All that brick meſſuage or tenement then lately erected and built by him the ſaid *G. E.* together with all houſes, out-houſes, edifices, buildings, yards, gardens, orchards, grounds, fiſh-ponds, and other hereditaments and appurtenances thereunto belonging or appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being at Judall, in the pariſh of Kenyon, in the county of Lincoln, and then or then late in the poſſeſſion or occupation of him the ſaid *G. E.* his under-tenants or aſſigns; And alſo all that meſſuage, tenement or farm-houſe, and one garden, one orchard and thirty acres of land, with the appurtenances thereunto belonging, or therewith uſed, called by the name of Mowhill, thentofore in the tenure or occupation of *N. N.* and then or then late of *O. O.* And all that freehold, wood or wood ground, containing by eſtimation five acres, more or leſs, thentofore in the occupation of *P. P.* Gentleman, and then or then late of the ſaid *O. O.* And all that meſſuage or tenement and garden, with the appurtenances thereunto belonging, or therewith uſed, called or known by the name or ſign of the Black Swan, ſituate and being at Judall aforeſaid, thentofore in the occupation of *R. R.* and then or then late of *S. S.* [*Here follow ſeveral more parcels.*] All which ſaid meſſuages, lands, tenements, hereditaments and premiſes, are ſituate, lying and being in the ſaid pariſh of Kenyon, in the ſaid county of Lincoln, And all other the meſſuages, lands, tenements and hereditaments whatſoever, then of him the ſaid *G. E.* ſituate, lying and being within the ſaid pariſh of Kenyon, or elſewhere in the ſaid county of Lincoln, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; To hold unto the ſaid *E. E. F. E. B. E.* and *D. E.* their heirs and aſſigns, under a proviſo in the ſaid indenture of releaſe contained, for redemption of the premiſes, on payment by the ſaid *G. E.* his heirs, executors or adminiſtrators, of the principal ſum of two thouſand pounds, *viz.* five hundred pounds a-piece, unto them the ſaid *E. F. B.* and *D. E.* or their reſpective executors, adminiſtrators or aſſigns, with intereſt for the ſame, in ſuch manner and at ſuch time as is therein mentioned for that purpoſe, and which is long ſince paſt, as in and by the ſaid recited indentures, relation being thereunto had, may more fully and at large appear. And whereas the ſaid *G. E.* hath already paid to the ſaid *A. A.* the ſum of three hundred pounds, of lawful money of Great Britain, in part of the principal money, And alſo all intereſt due and owing to him in right of his ſaid wife, on the ſaid recited ſecurity which he doth hereby acknowledge, ſo that there now only remains due and owing to him the ſaid *A. A.* in right of his ſaid wife, for principal and intereſt on the ſaid recited ſecurity the ſum of two hundred pounds, and no more, which he the ſaid *G. E.* at the deſire and requeſt of the ſaid *A. A.* hath agreed to pay off and diſcharge. And whereas no part of the principal monies ſecured to them the ſaid *E. F.* and *D. E.* on the ſaid recited mortgage hath yet been paid off or ſatisfied, but all intereſt for the ſame hath been paid until the day of the date hereof, ſo that there now only remains due to them the ſaid *E.* and *F. E.* and to the ſaid *C. C.* in right of the ſaid *D.* his wife, on the ſaid recited ſecurity, the ſum of five hundred pounds a-piece, making together one thouſand five hundred pounds principal money, the repayment whereof, with intereſt, is ſtill to remain ſecured on the premiſes, in manner herein after mentioned. Now this Indenture witneſſeth, That for and in conſideration of the ſum of two hundred pounds, of lawful money of Great Britain, to the ſaid *A. A.* and *B.* his wife, or one of them, in hand paid by the ſaid *G. E.* at or before the ſealing and delivery of theſe preſents, in full payment, diſcharge and ſatisfaction of and for all principal monies and intereſt now due and owing to them the ſaid *A. A.* and *B.* his wife, or either of them, on the ſaid recited mortgage and ſecurity, the receipt and payment of which ſaid ſum of two hundred pounds, accordingly they the ſaid *A. A.* and *B.* his wife, do hereby acknowledge, and thereof, and of every part thereof, do acquit, releaſe and diſcharge the ſaid *G. E.* his heirs, executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, and for ſecuring to them the ſaid *C. C. E. E.* and *F. E.* the repayment of the ſaid principal ſum of one thouſand five hundred pounds, ſo remaining due to them as aforeſaid, together with intereſt for the ſame, in the proportions and manner herein after expreſſed; And alſo for and in conſideration of the ſum of five ſhillings, of like money to the ſaid *C. C. E.* and *F. E.* in hand paid by the ſaid *G. E.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof is hereby acknowledged,) It is hereby mutually covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, and the ſaid *A. A.* for himſelf and the ſaid *B.* his wife, his and her heirs, executors and adminiſtrators, and the ſaid *C. C.* for himſelf and the ſaid *D.* his wife, his and her heirs, executors and adminiſtrators, and the ſaid *E. E.* and *F. E.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators do, and each and every of them doth hereby covenant, promiſe, grant and agree to and with the ſaid *G. E.* his heirs and aſſigns, that they the ſaid *A. A.* and *B.* his wife, *C. C.* and *D.* his wife, *E. E.* and *F. E.* ſhall and will, at the proper coſts and charges of the ſaid *G. E.* his heirs or aſſigns, before the end of Trinity term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas

Indentures of leaſe and releaſe recited, being a former mortgage in fee to the mortgagor's four daughters.

Recital that part is paid to the huſband of one of them,

and intereſt only has been paid to the other three.

Covenant.

To levy a fine *come ceo.*

Pleas at Weſtminſter, **One or more** fine or fines *Sur conuzance de droit come ceo*, &c. whereupon proclamations ſhall be made according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes uſed, unto the ſaid *G. E.* and his heirs, **Of all and ſingular** the ſaid meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, by ſuch apt and convenient names, quantities, qualities, numbers of acres, and other deſcriptions to aſcertain the ſame as ſhall be thought fit; **Which ſaid** fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times levied or to be levied and acknowledged, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them are or ſhall be parties or privies, **Shall be and enure**, and ſhall be adjudged, deemed, conſtrued and taken, **And** ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid parties to theſe preſents, to be and enure to the uſes following; that is to ſay, **To the Uſe** of the ſaid *C. C. E. E.* and *F. E.* their executors, adminiſtrators and aſſigns, for and during the full time and term, and unto the full end and term of five hundred years, from henceforth next enſuing, and fully to be complete and ended, without impeachment of, or for any manner of waſte, ſubject to the proviſo or condition herein after contained for making void the ſame term; **And** from and after the end, expiration, or other ſooner determination of the ſame term, **To the Uſe** of the ſaid *G. E.* and of his heirs and aſſigns for ever, **And** to and for no other uſe, intent or purpoſe whatſoever: **Provided always nevertheleſs**, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that if the ſaid *G. E.* his heirs, executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C. C. E. E.* and *F. E.* or their reſpective executors, adminiſtrators or aſſigns, at or in the common Dining-Hall of Lincoln's-Inn, in the county of Middleſex, the full and juſt ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings, of lawful money of Great Britain, on the 4th day of November next enſuing the date hereof, without any deduction or abatement out of the ſame, or any part thereof, for or in reſpect of any taxes, charges, aſſeſſments, payments, or other cauſe or thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the premiſes, or any of them, or upon the ſaid *C. C. E.* and *F. E.* or any of them, their or any of their executors, adminiſtrators or aſſigns, for or in reſpect thereof, by authority of Parliament, or otherwiſe howſoever, in the proportions following; that is to ſay, **Unto** the ſaid *C. C.* his executors, adminiſtrators or aſſigns, the ſum of five hundred and twelve pounds ten ſhillings, part thereof, unto the ſaid *E. E.* her executors, adminiſtrators or aſſigns, the ſum of five hundred and twelve pounds ten ſhillings, other part thereof; and unto the ſaid *F. E.* her executors, adminiſtrators or aſſigns, the ſum of five hundred and twelve pounds ten ſhillings, reſidue of the ſaid ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings; then and in ſuch caſe, and at all times from thenceforth, the ſaid term of five hundred years ſhall ceaſe, determine, and be utterly void to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And the ſaid** *G. E.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with each of them the ſaid *C. C. E. E.* and *F. E.* reſpectively, and their reſpective executors, adminiſtrators and aſſigns, in manner and form following; that is to ſay, **That** he the ſaid *G. E.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto them the ſaid *C. C. E. E.* and *F. E.* reſpectively, or their reſpective executors, adminiſtrators or aſſigns, the ſaid ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings, at ſuch time and place, and in ſuch parts, ſhares and proportions, manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwiſe as aforeſaid, according to the purport of the laſt mentioned proviſo, and the true intent and meaning of theſe preſents. **And further**, that they the ſaid *C. C. E. E.* and *F. E.* their executors, adminiſtrators and aſſigns, ſhall or lawfully may from time to time, and at all times from and after default ſhall happen to be made of or in payment of the ſaid ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings, or any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, and the true intent and meaning of theſe preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid meſſuages, lands, tenements, hereditaments and premiſes, and receive and take the rents and profits thereof, to and for their own uſe and benefit, for and during all the reſt and reſidue of the ſaid term of five hundred years therein, without the lawful let, ſuit, trouble or interruption of or by the ſaid *G. E.* his heirs or aſſigns, or of or by any other perſon or perſons whomſoever; **And that** free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *G. E.* his heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, truſts, wills, intails, ſtatutes, recognizances, judgments, extents, executions; and of, from and againſt all and ſingular other eſtates, titles, troubles, charges and incumbrances whatſoever had, made, done, committed or ſuffered, or to be had, made, committed or ſuffered by the ſaid *G. E.* his heirs or aſſigns, or any other perſon or perſons whomſoever; **Other than and except** one indenture bearing date on or about the 1ſt day of June, which was in the year of our Lord 1751, and made or mentioned to be made between *L. L.* widow and relict of *L. L.* Eſquire, deceaſed, and *L. L.* Eſquire, ſon and heir and executor of the ſaid *L. L.* of the one part, and *M. M.* then of Hackney, in the county of Middleſex, Eſquire, ſince deceaſed, of the other part, whereby the ſaid *L. L.* for the conſiderations therein mentioned, **Did** demiſe (among other things) the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or the moſt part thereof, unto the ſaid *M. M.* his executors, adminiſtrators and aſſigns, from the day of the date thereof, for the term of two hundred years, ſubject to ſuch equity of redemption as therein is mentioned, the reſidue of which ſaid term was by writing or deed poll bearing even date with the ſaid recited indenture of releaſe, and indorſed on one indenture tripartite, bearing date the 10th day of May, 1755, and made or mentioned to be made between *M. M.* Eſquire, ſurviving executor of the ſaid *M. M.* and *N. M.* Eſquire, and *M. M.* ſpinſter, younger children of the ſaid *M. M.* deceaſed, of the firſt part, the ſaid *L. L.* of the ſecond part, and *O. O.* Merchant, ſince deceaſed, and the ſaid *G. E.* of the third part, aſſigned, or mentioned or intended to be aſſigned by *P. P.* Eſquire, one of the executors of *O. O.* widow, deceaſed, who was ſole executrix of the ſaid *O. O.* unto *R. R.* Gentleman, his executors, adminiſtrators and aſſigns, in truſt, and for the benefit of the ſaid *E. F. B.* and *D. E.* in equal ſhares and proportions, and their reſpective executors, adminiſtrators and aſſigns,

The uſes declared,

for five hundred years determinable, &c.

Proviſo to be void on payment, &c.

In ſeveral proportions.

Covenant that the mortgagor will pay,

and for poſſeſſion to the mortgagees on default of payment,

free from incumbrances,

except an outſtanding term for years.

The reſidue of which has been aſſigned in truſt for the four daughters parties to this deed,

ſigns, ſubject to the equity of redemption in the ſaid recited indenture of releaſe mentioned. **And it is hereby declared and agreed** by and between the ſaid parties to theſe preſents, that the ſaid *R. R.* his executors, adminiſtrators and aſſigns, ſhall from henceforth ſtand poſſeſſed of the reſidue of the ſaid term of two hundred years, in truſt, and for the benefit of the ſaid *C. C. E. E.* and *F. E.* in equal ſhares and proportions, and their reſpective executors, adminiſtrators and aſſigns, ſubject to the equity of redemption in theſe preſents contained for redemption of the premiſes, on payment of the ſaid one thouſand five hundred and thirty-ſeven pounds ten ſhillings, in the proportions and manner aforeſaid. **And moreover**, that he the ſaid *G. E.* and his heirs, and all and every other perſon or perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt, either in law or equity, of, in, to or out of the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or any of them, or any part thereof, ſhall and will from time to time, and at all times, from and after default ſhall happen to be made of, or in payment of the ſaid ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings, or any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, and the true intent and meaning of theſe preſents, upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *C. C. E. E.* and *F. E.* or any of them, their or any of their executors, adminiſtrators or aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable acts, deeds and things, devices, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, to the ſaid *C. C. E. E.* and *F. E.* their executors, adminiſtrators and aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid term of five hundred years therein, freed and abſolutely diſcharged of and from the aforeſaid proviſo herein contained, and all other proviſoes and agreements for redemption of the premiſes, or any part thereof, and all equity thereupon, as by the ſaid *C. C. E. E.* and *F. E.* or any of them, their or any of their executors, adminiſtrators or aſſigns, or their or any of their counſel learned in the law, ſhall be reaſonably adviſed, or deviſed and required. **And the ſaid** *A. A.* doth hereby for himſelf, and the ſaid *B.* his wife, his and her heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *G. E.* his heirs and aſſigns, that he the ſaid *A. A.* and *B.* his wife, or either of them, have not, nor hath at any time heretofore done, committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the ſaid meſſuages, lands, tenements, hereditaments and premiſes, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in title, charge, eſtate, or otherwiſe howſoever. **And it is hereby declared and agreed** by and between the ſaid *C. C. E. E.* and *F. E.* and the ſaid *G. E.* that in the mean time, and until default ſhall happen to be made of or in payment of the ſaid ſum of one thouſand five hundred and thirty-ſeven pounds ten ſhillings, or ſome part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, and the true intent and meaning of theſe preſents, it ſhall and may be lawful to and for the ſaid *G. E.* and his heirs, peaceably and quietly to have, hold and enjoy the ſaid meſſuages, lands, tenements, hereditaments and premiſes, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble or interruption, of or by the ſaid *C. C. E. E.* and *F. E.* or any of them, their or any of their executors, adminiſtrators or aſſigns, or of or by any other perſon or perſons lawfully claiming, or to claim from, by or under them, or any of them. **And laſtly, It is hereby mutually covenanted**, concluded, declared and agreed, by and between the ſaid *C. C. E. E.* and *F. E.* that no benefit of ſurvivorſhip ſhall be had or taken by them, or any of them, their or any of their executors, adminiſtrators or aſſigns, in reſpect of the ſaid term of five hundred years. **But that** the ſurvivors and ſurvivor of them, his or her executors and adminiſtrators, ſhall ſtand poſſeſſed of the ſame term in truſt, and for the benefit of the reſpective executors, adminiſtrators or aſſigns, of him, her or them firſt dying, for ſecuring the payment of the reſpective ſhare or ſhares of him, her or them ſo dying, of and in the ſaid one thouſand five hundred and thirty-ſeven pounds ten ſhillings, according to the purport of the aforeſaid proviſo and covenant herein before contained for payment thereof, and the true intent and meaning of theſe preſents, and until the ſame ſhall be paid accordingly, any thing herein contained to the contrary notwithſtanding. **In Witneſs**, &c.

*(Horſeman.)*

henceforth to be in truſt for the three parties who are not paid off, until payment.

The mortgagor covenants to make further aſſurances.

And the party who is paid off covenants for himſelf and wife, that neither of them hath done any thing to impeach the title, &c.

The mortgagor to enjoy until failure of payment.

No benefit of ſurvivorſhip among the mortgagees.

*Deed of Covenant from a Father or Guardian*, &c. *and Son (an Apprentice) to indemnify the Executors of the Son's late Maſter, on their delivering up the Indenture of Apprenticeſhip.*

**To all to whom** theſe preſents ſhall come, **We** *A. C.* of ——— and *C. C.* of ——— ſend greeting. **Whereas** I the ſaid *C. C.* in and by an indenture of apprenticeſhip, bearing date, &c. *Did* put myſelf apprentice to *B. S.* of ——, Apothecary, for the term of —— from the date of the ſaid indenture, as by the ſaid indenture, relation, &c. **And whereas** the ſaid *B. S.* ſome time ſince departed this life, having duly made and publiſhed his laſt will and teſtament in writing, and thereby made his widow *A. S. J. C.* and *T. W.* executors thereof, who are come to an agreement with us the ſaid *A. C.* and *C. C.* to deliver up to me the ſaid *C. C.* the ſaid indenture of apprenticeſhip, they being well and ſufficiently indemnified and ſaved harmleſs from and againſt all coſts, charges, expences and damages, which the ſaid *A. S. J. C.* and *T. W.* or either of them, may happen to bear, pay, ſuſtain, or be put unto, for or by reaſon or means of the delivering up the ſaid indenture: **Now know ye**, that we the ſaid *A. G.* and *C. C.* do for ourſelves reſpectively, and for our reſpective heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. S. J. C.* and *T. W.* their heirs, executors and adminiſtrators, by theſe preſents, that we the ſaid *A. C.* and *C. C.* our heirs, executors or adminiſtrators, or ſome of them, ſhall and will from time to time, and at all times hereafter, well and ſufficiently ſave harmleſs and keep indemnified the ſaid *A. S. J. C.* and *T. W.* and every of them, their and every of their hiers, executors and adminiſtrators, from and againſt all and all manner of coſts, charges, expences and damages, which they the ſaid *A. S. J. C.* and *T. W.* or either of them, their or either of their heirs, executors or adminiſtrators, or any of them, ſhall

ſhall at any time or times hereafter, bear, pay, ſuſtain, or be put unto, for, by reaſon or means of the delivering up the ſaid indenture of apprenceſhip, in manner as above is agreed. In Witneſs, &c.

*(Wood.)*

*Deed of Covenant after Marriage to levy a Fine, and declaring the Uſes of it to be the ſame as comprized in a Settlement before Marriage, in Purſuance of a Covenant in the Settlement for further Aſſurance.*

A covenant for further aſſurances in a marriage ſettlement recited.

THIS Indenture Tripartite, made the 1ſt day of May, in the twentieth year, &c. and in the year of our Lord 1780, Between *A. A.* of Bourn, in the county of Cardigan, Eſquire, ſon and heir of *D. A.* late of Bourn aforeſaid, Eſquire, deceaſed, of the firſt part, *E. A.* and *F. A.* Gentlemen, two of the younger brothers of the ſaid *A. A.* and younger ſons of the ſaid *D. A.* of the ſecond part, and *G. G.* of Herndon, in the county of Kent, Eſquire, and *L. L.* of Morborn, in the ſaid county of Cardigan, Gentleman, of the third part, Witneſſeth, That in purſuance of a covenant for a further aſſurance, mentioned and contained in certain indentures quadrupartite, bearing date the 4th day of February which was in the year of our Lord 1772, and made or mentioned to be made between the ſaid *D. A.* and *O.* his wife, and the ſaid *A. A.* by the name of *A. A.* Gentleman, of the firſt part, the ſaid *G. G.* and *L. L.* of the ſecond part, *P. P.* of Querne, in the pariſh of Radſtone, in the county of Surrey, Eſquire, and *T. T.* of Upſhot, in the county of Cardigan, Gentleman, of the third part, and *W. W.* of Yafford, in the ſaid pariſh of Radſtone, Eſquire, ſince deceaſed, and *Z. W.* ſpinſter, daughter of the ſaid *W. W.* of the fourth part, purporting a ſettlement upon the marriage (then intended, and ſince had and ſolemnized) between the ſaid *A. A.* and the ſaid Z. now his wife, And for docking and barring of eſtates tail, and all reverſions and remainders thereupon expectant of and in the manor, meſſuages, lands, tenements and hereditaments herein after mentioned, And for corroborating, ſtrengthening and confirming the aforeſaid ſettlement, and the ſeveral uſes therein expreſſed and declared, of and concerning the ſame manor, meſſuages, lands, tenements and hereditaments,

The covenant to levy a fine.

They the ſaid *E. A.* and *F. A.* at the ſpecial inſtance and requeſt of the ſaid *A. A.* (teſtified by his being a party to, and his ſealing and delivery of theſe preſents) Do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *G. G.* and *L. L.* their heirs, executors and adminiſtrators, that they the ſaid *E. A.* and *F. A.* ſhall and will at the coſts and charges of the ſaid *A. A.* or his heirs, on this ſide, and before the end of Eaſter term next enſuing the date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, One or more fine or fines, *Sur conuzance de droit come ceo*, &c. whereupon proclamations ſhall be had and made according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes uſed and accuſtomed,

The parcels.

Unto the ſaid *G. G.* and *L. L.* or the ſurvivor of them, and the heirs of one of them, Of all that the manor of Alſtanton, in the county of Bucks, And of all houſes, barns, ſtables, pigeon-houſes, buildings, lands, tenements, meadows, feedings, paſtures, timber-trees, trees, woods, underwoods, coppices, commons, common of paſture, ways, caſements, royalties, courts, courts-leet, courts-baron, profits, commodities, privileges, advantages, emoluments and hereditaments whatſoever to the ſame manor belonging, or therewith had, held, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed, taken or known to be part, parcel or member thereof, or of any part thereof, with their and every of their appurtenances; Which ſaid manor and premiſes were heretofore purchaſed by *A. A.* late of the Middle Temple, London, Eſquire, deceaſed, of *C. C.* Eſquire, and others, and contain together by eſtimation five hundred acres, be the ſame more or leſs; And alſo of all that the capital meſſuage or manſion-houſe of Dilton, And of all barns, ſtables, coach-houſes, out-houſes, buildings, orchards, gardens, and other appurtenances thereunto belonging in the ſaid county of Bucks; And alſo of the pigeon-houſe, cloſe, And of the cloſe called the *Ends*, containing by eſtimation forty acres, more or leſs, and of the cloſes called Foynton and Gratley, containing together ſixty acres, be the ſame more or leſs, And of nine acres of arable land in Hadfield; which ſaid cloſes and grounds were formerly in the poſſeſſion of *J. J.* his aſſigns or under-tenants; And alſo of one coppice called Dilton Coppice, containing by eſtimation ſeventy acres, more or leſs; And of all other the manors, meſſuages, lands, tenements and hereditaments whatſoever, with their and every of their appurtenances within the ſaid county of Bucks, now in jointure to the ſaid *Z. A.* by the names of the manor of Alſtanton, with the appurtenances, and of four meſſuages, one malt-houſe, one dove-houſe, two gardens, two orchards, ſix hundred acres of land, ſixty acres of meadow, four hundred acres of paſture, ninety acres of wood, forty acres of furze and heath, and thirty acres of moor, with the appurtenances, in Alſtanton, Dilton, Ketten-End, Ketten-Head, Lenchild and Moleſey, in the ſaid county of Bucks, or by ſuch other apt and convenient names, quantities, qualities, numbers of acres and other deſcriptions, to aſcertain the ſame as ſhall be thought meet;

The uſes declared to be thoſe contained in the marriage ſettlement.

Which ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times levied, or to be levied and acknowledged, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes, or any of them, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them, are, or ſhall be parties or privies, Shall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant, and intended to be and enure, And are hereby declared and agreed by and between all the ſaid parties to theſe preſents, to be and enure Unto and for ſuch uſes, intents and purpoſes, upon ſuch truſts, and under and ſubject to ſuch proviſoes, limitations and agreements, as in and by the ſaid quadrupartite indentures of ſettlement are mentioned, expreſſed and declared, of and concerning the ſaid manor, meſſuages, lands, tenements, hereditaments and premiſes reſpectively, And to, for or upon no other uſe, truſt, intent or purpoſe whatſoever, In Witneſs, &c.

*(Horſeman.)*

*Covenant*

*Covenant from Legatees, to indemnify a Perſon on Account of proving a Will, and if any Suit ſhall happen, to pay their Proportions of the Charge.*

WE whoſe hands, &c. legatees named in the laſt will of *N. B.* late of, &c. Do hereby ſeverally promiſe and agree, to and with the ſaid *J. C.* of, &c. that each of us will pay our equal parts and charges with the ſaid *J. C.* of all charges and diſburſements which he the ſaid *J. C.* ſhall lay out, and expend and be chargeable in, about, or for the proving or cauſing, or procuring the laſt will of the ſaid *N. B.* deceaſed, to be duly proved; and in defending any ſuit or proſecution in or about the ſame, by or againſt *W. B.* brother of the ſaid *N. B.* or any others that ſhall oppoſe the probate thereof, and in proportion according to the ſeveral legacies, ſums or bequeſts to us reſpectively given and bequeathed in and by the ſaid will. In Witneſs, &c.

*Covenant to be inſerted at the End of an abſolute Aſſignment of a Term.*

AND the ſaid *F. H.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *H. D.* of P. his executors and adminiſtrators by theſe preſents, That he the ſaid *F. H.* his executors, adminiſtrators and aſſigns, ſhall and will at all times from henceforth, pay all rents, payable on the ſaid aſſigned leaſe, and perform and keep all and ſingular the covenants and agreements, which on the leſſees or aſſignees parts and behalf are and ought to be done and performed in reſpect of the ſaid premiſes, and ſave harmleſs, and keep indemnified the ſaid *H. D.* of P. his executors and adminiſtrators, of and from the ſame, And all damages and expences which may happen to him or them, or any of them, by reaſon of the non-payment or non-performance thereof. In Witneſs, &c.

*Deed of Covenant to levy a Fine and declare the Uſes to make good a Leaſe, by Huſband and Wife, made in Purſuance of a Decree in Chancery; with proper Recitals.*

THIS Indenture Tripartite, made the 10th day of November, in the nineteenth year, &c. and in the year of our Lord, 1779, Between *A. A.* of, &c. Wine-Cooper, and *B.* his wife, of the firſt part, *B. B.* of, &.. Innholder, and *C. C.* of, &c. Gentleman, of the ſecond part, and *D. D.* of, &c. Gentleman, of the third part. Whereas by a decree or decretal order of the High Court of Chancery, made and pronounced on or about the 28th day of January now laſt paſt, on the hearing of two croſs cauſes, the one between the ſaid *D. D.* plaintiff, and the ſaid *A. A.* and *B.* his wife, and one *E. E.* defendants, and the other between the ſaid *A. A.* plaintiff, and the ſaid *D. D.* and *D. D.* junior, defendants, It was *(among other things)* ordered and decreed that the ſaid *A. A.* ſhould make and execute unto the ſaid *D. D.* ſenior, a leaſe of certain mills and hereditaments therein mentioned or referred to, purſuant to one indenture dated on or about the 8th day of October, 1771, between the ſaid *A. A.* of the one part, and the ſaid *D. D.* ſenior, and one *F. F.* then of, &c. Corn-Factor, ſince deceaſed, of the other part, whereby the ſaid mills and hereditaments (being the mills and hereditaments herein after particularly mentioned, or part thereof) were agreed to be leaſed by the ſaid *A. A.* to the ſaid *D. D.* ſenior, and *F. F.* within three months after the deceaſe of *G. A.* widow, therein named (who departed this life on the 16th day of October, 1773, for the term of thirty-one years) at and under the yearly rent of one hundred and fifty pounds, and ſuch covenants and agreements as in the ſaid indenture were in that behalf mentioned and agreed upon; And by the ſaid decree It was further ordered, that for the purpoſe aforeſaid, the ſaid *A. A.* and *B.* his wife, ſhould join in a fine and common recovery to confirm and perfect the leaſe, as by the ſaid decree and indenture, relation being thereunto reſpectively had, may (among other things) more fully and at large appear. And whereas by indenture bearing even date herewith, the ſaid *A. A.* and *B.* his wife, in purſuance of and obedience to the ſaid decree, have leaſed the ſaid mills, hereditaments and premiſes, or part thereof, with their appurtenants, unto the ſaid *D. D.* ſenior, (in whom the intereſt of the ſaid *F. F.* is veſted by ſurvivorſhip or otherwiſe) his executors, adminiſtrators and aſſigns, for the term of thirty-one years, commencing and to be accounted from the 25th day of March, 1775, at and under the yearly rent of one hundred and fifty pounds, (payable quarterly) and ſuch covenants and agreements as in the ſame leaſe are mentioned and contained, as by the ſaid indenture of leaſe, relation being thereunto had, may more fully appear. And whereas the ſaid *A. A.* and *B.* his wife, and *D. D.* ſenior, are adviſed, and have agreed that a fine to be levied by them the ſaid *A. A.* and *B.* his wife, of the ſaid leaſed premiſes, in manner herein after mentioned, will be ſufficient of itſelf to confirm and make good and effectual the ſaid leaſe ſo made as aforeſaid, and that a recovery is not for that purpoſe neceſſary. Now this Indenture witneſſeth, That in further purſuance of, and obedience to the ſaid recited decree, and in purſuance and performance of the ſaid agreement between the ſaid *A. A.* and *B.* his wife, and *D. D.* ſenior, And for corroborating, confirming and perfecting the ſaid recited indenture of leaſe, and for ſettling and aſſuring the ſaid mills and hereditaments herein after particularly mentioned, with their appurtenances, (ſubject to the ſaid leaſe) to and for ſuch uſes and purpoſes and in ſuch manner as are herein after mentioned, expreſſed and declared of and concerning the ſame, And for other good cauſes and conſiderations them the ſaid *A. A.* and *B.* his wife, hereunto moving, He the ſaid *A. A.* Doth hereby for himſelf and the ſaid *B.* his wife, and his heirs, covenant, promiſe, grant and agree, to and with the ſaid *B. B.* and *C. C.* and their heirs, that they the ſaid *A. A.* and *B.* his wife ſhall and will at the coſts and charges of the ſaid *A. A.* before the end of Michaelmas term next enſuing the date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, one or more fine or fines *ſur conuzance de droit come ceo*, &c. Whereupon proclamation ſhall and may be had and made, according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes accuſtomed, Unto the ſaid *B. B.* and *C. C.* or the ſurvivor of them, and the heirs of one of them, Of all thoſe ſeveral water corn-mills, and of all that rape-ſeed oil-mill ſituate on the north ſide of the

Decree in Chancery recited,

to execute a leaſe of ſome mills, &c.

and that huſband and wife ſhould join in a fine and recovery to confirm the ſame.

The leaſe recited bearing even date herewith,

and that a recovery is not neceſſary.

Covenant to levy the fine, and to what intent, &c.

the ſaid corn-mills, and of all that thimble mill, ſituate on the ſouth ſide of the ſaid corn-mills, with their reſpective appurtenances, which ſaid mills are commonly called or known by the the name or names of H. Mills, and are ſituate, ſtanding and being in H. in the county of K. And alſo of all the millſtones, bins, tackle, and other the materials, utenſils and implements whatſoever to or with the ſaid mills, every or any of them belonging, appertaining, uſed or enjoyed; and alſo of all the lock, winch waters, fiſhings, eyotts, and oſier plot to and with the ſame mills, every or any of them now or late belonging, uſed, employed or enjoyed, and of all thoſe water-works or water-mills, mill-houſes, edifices and buildings, with their and every of their appurtenances; and alſo of the fiſhing of L. River, All which

General words. premiſes, or moſt part thereof, are comprized in the ſaid leaſe to the ſaid *D. D.* ſenior; And alſo of all houſes, out-houſes, founderies, work-houſes, ſtore-houſes, edifices, buildings, barns, ſtables, yards, orchards, gardens, backſides, bucks, wears, wiers, waters, fiſhings, commons, profits, commodities and appurtenances whatſoever, to the ſaid dwelling-houſe, mills, lands, hereditaments and premiſes, or any of them, or any part thereof belonging or appertaining, or therewith, or with any part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, or of any part thereof; and alſo of all other the meſſuages, mills, lands and hereditaments whatſoever of him the ſaid *A. A.* in H. with their and every of their appurtenances, by the names and deſcriptions, Of [*here the parcels*] with the appurtenances in H. aforeſaid or by ſuch other names, quantities, qualities, numbers of acres, and other deſcriptions to aſcertain the ſame as ſhall be thought meet. And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times levied, or to be levied and acknowledged, and all and every other fine and fines, common recovery and recoveries, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid dwelling houſe, mills, lands, hereditaments, and other the premiſes, or any of them, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or

To enure. any of them are or ſhall be parties or privies ſhall be and enure, and ſhall be adjudged and deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the conuzee or conuzees in the ſaid fine or fines named or to be named, and his and their heirs ſhall ſtand and be ſeiſed of the ſaid dwelling-houſe, mills, lands, hereditaments and premiſes in the ſaid fine or fines to be comprized, and of every part thereof, to and for ſuch uſes and purpoſes, and in ſuch manner as herein after mentioned,

As to part for corroborating leaſe. expreſſed and declared of and concerning the ſame; that is to ſay, As to ſuch Part, and ſo much of the premiſes as are comprized in the ſaid recited indenture of leaſe, in the firſt place for corroborating and ſtrengthening, and confirming the ſaid indenture of leaſe, and the ſaid term of thirty-one years thereby

Subject, &c. leaſed, (Subject nevertheleſs to the rent, covenants and agreements in the ſame indenture reſerved and contained, and which on the tenants or leſſees part are to be paid, done and performed, according to the true intent and meaning of the ſame indenture. And as to the ſame premiſes, from and after the end, expiration, or other ſooner determination of the ſaid leaſe and term, and in the mean time ſubject thereto.)

As to other Part, &c. And as to ſuch part, and ſo much of the premiſes (if any ſuch there be) as are not comprized in the ſaid leaſe and term, from and immediately after the levying and perfecting of the ſaid fine or fines ſo covenanted to be levied as aforeſaid, to the uſe of ſuch perſon or perſons, and for ſuch eſtate and eſtates, uſes, intents

Uſes. and purpoſes, and in ſuch manner and form, with or without power of revocation, as they ſaid *A. A.* and *B.* his wife, ſhall at any time or times hereafter during their joint-lives, by any deed or deeds, or writings, under both their hands and ſeals, atteſted by two or more credible witneſſes, direct, limit or appoint; and in default of, and until ſuch direction, limitation and appointment as aforeſaid, and in caſe any ſuch ſhall be, when and ſo ſoon as the eſtates and intereſts thereby limited ſhall reſpectively end and determine, then to the uſe and behoof of the ſaid *A. A.* and *B.* his wife, their heirs and aſſigns for ever. In Witneſs, &c.

*(Horſeman.)*

### *Covenant from the Aſſignee of Leaſes, to indemnify the Leſſee from Rents and Covenants.*

AND laſtly, that the ſaid *J. S.* for herſelf, her executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *A. J.* her executors and adminiſtrators, by theſe preſents, that ſhe the ſaid *J. S.* her executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter during the now reſidue of the ſeveral terms of —— years and —— years, pay and diſcharge the ſaid ſeveral yearly ground rents of ——— and ——— by the ſaid two ſeveral recited indentures of leaſe reſpectively reſerved, to the proper perſons intitled to receive the ſame, and alſo to perform and keep all and every the ſeveral covenants, conditions and agreements therein contained, and which from henceforth during the now reſidue or the ſame ſeveral terms on the leſſee's part are to be paid and performed, and thereof and therefrom ſhall and will from time to time, and at all times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *A. J.* her executors and adminiſtrators, and her and their real and perſonal eſtates, of and from all actions, ſuits, coſts, charges and damages, which ſhe or they ſhall or may pay or ſuſtain for or by reaſon or in reſpect of her the ſaid *J. S.* her executors adminſtrators or aſſigns nonpayment of the ſaid ſeveral yearly rents, or the non-performance of any of the covenants in the ſaid indentures of leaſe reſerved and contained, and alſo of and from all actions and ſuits to be brought by or proſecuted in the name of the ſaid *A. J.* her executors or adminiſtrators, for the recovering of the ſaid hereby aſſigned monies, by virtue of the power and authority hereby given to the ſaid *J. S.* her executors, adminiſtrators and aſſigns, for that purpoſe, and alſo of and from all coſts and charges touching the ſame.

*Covenant by Deed Poll to produce Deeds (mentioned in a Schedule) to protect a Purchaſe. This is from a Vendor to a Purchaſer of a Share in the* New River, &c.

TO **all to whom** theſe preſents ſhall come, *A. A.* of the pariſh of B. in the county of C. Eſquire, *ſendeth greeting.* **Whereas** *D. D.* of E. in the ſaid county of C. Ironmonger, hath lately bought and purchaſed of and from the ſaid *A. A.* for the ſum or price of five thouſand pounds of lawful money of Great Britain, one full thirty-ſixth part or ſhare of the moiety commonly called the adventurers moiety) (the ſame moiety in thirty-ſix equal parts or ſhares to be divded) **Of and in** the New River water-work, cut and ſtream thereof brought from C. and A. in the counties of H. and M. or one of them, to the city of London, **And of and in** the meſſuage, windmill, buildings, ground, ſoil, ponds, ſtreams, pipes, implements, advantages and appurtenances whatſoever thereunto belonging or appertaining, which ſaid part or ſhare is accordingly by indentures of leaſe and releaſe, and bargain and ſale, intended to be inrolled in Chancery, the leaſe bearing date the day next before the day of the date of the releaſe and bargain and ſale, and the releaſe and bargain and ſale bearing date on or about the 10th day of this inſtant month of January, granted or conveyed, or mentioned to be granted and conveyed unto, and to the uſe of the ſaid *D. D.* his heirs and aſſigns for ever, as by the ſame indentures, relation being thereunto had, may more fully appear. **And whereas** it hath been agreed by and between the ſaid *A. A.* and *D. D.* that the ſeveral deeds and writings in the ſchedule hereunder written mentioned (which concern the title of the ſaid thirty-ſixth part or ſhare of the New River water-works and premiſes ſo purchaſed by the ſaid *D. D.* as aforeſaid, together with other parts or ſhares of the ſame moiety and hereditaments of him the ſaid *A. A.* and others) ſhould remain and be in the hands of the ſaid *A. A.* his heirs and aſſigns, but to be by him and them produced in manner herein after mentioned. **Now know ye,** that in conſideration of the premiſes, and in the purſuance of the ſaid agreement, **He** the ſaid *A. A.* **Doth** hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *D. D.* his heirs and aſſigns, that he the ſaid *A. A.* his heirs, executors or adminiſtrators, ſhall and will at any time or times hereafter, at the requeſt and charges of the ſaid *D. D.* his heirs or aſſigns, (unleſs hindered or prevented by fire or other inevitable accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth unto the ſaid *D. D.* his heirs or aſſigns, or to his or their counſel or agents, or at any trial or trials in any court of law or equity, or otherwiſe, as occaſion ſhall be and require, all and every, or any the deeds, evidences and writings in the ſchedule hereunder written mentioned, for the better evidencing, maintaining and proving the title of the ſaid *D. D.* his heirs and aſſigns, in and to the ſaid thirty-ſixth part or ſhare and premiſes ſo purchaſed by and conveyed to him as aforeſaid. **In Witneſs,** &c.

*(Horſeman.)*

The purchaſe recited.

By leaſe, releaſe and bargain to be inrolled,

and that it has been agreed to produce deeds, &c.

The vendor covenants to that effect.

*Covenant from a Maſter of a Ship, to indemnify two Perſons who entered into a Recognizance that the Ship ſhould not go to any Place infected with the Plague.*

TO **all,** *&c. G. H.* of, *&c.* Maſter of the good ſhip or veſſel called the *B.* now bound out on a voyage to ——— ſends greeting. **Whereas** *A.* and *B.* of, *&c.* at the ſpecial inſtance and requeſt, and for the only duty of the ſaid *G. H.* in and by one recognizance, bearing date herewith, became and ſtand jointly and ſeverally bound together with the ſaid *G. H.* unto our Sovereign Lord George the Third, by, *&c.* in, *&c.* conditioned that if the ſaid ſhip ſhould not ſail to any ports or places infected with the plague, then the ſaid recogniſance ſhall be void, or to that effect, as by, &c. relation, *&c.* **Now know ye,** that the ſaid *G. H.* for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *A.* and *B.* their, *&c.* jointly and ſeverally, that the ſaid *G. H.* his, *&c.* ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs and indemnified the ſaid *A.* and *B.* and either of them, their and either of their, *&c.* and their and either of their lands, *&c.* of and from all actions, *&c.* which ſhall or may be commenced, *&c.* againſt them, either or any of them, or which they, either or any of them may ſuſtain, or be put unto, for or by reaſon of the ſaid recited recogniſance ſo entered into by them the ſaid *A.* and *B.* or any thing therein, or in the condition thereof contained, or otherwiſe relating thereunto; to the performance whereof the ſaid *G. H.* bindeth himſelf, *&c.* and the ſaid ſhip with her freight, tackle and apparel, unto the ſaid *A.* and *B.* their, *&c.* jointly and ſeverally, in the ſum or penalty of ——— pounds, *&c.* firmly by theſe preſents. **In Witneſs,** &c.

*(Wood.)*

THE END OF THE FIRST VOLUME.

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